



**Bidding Document for Procurement of Goods**

<b>Title of the Tender:</b>	<b>Supply, installation and integration of Centralized Access management, NAC, Anti-DDOS, devsec, Devops and application testing</b>
<b>Tender Rwanda Number:</b>	<b>To be generated by Umucyo E-procurement system</b>
<b>Procurement method:</b>	<b>International Procurement Competition</b>
<b>Date of Issue:</b>	<b>April 2024</b>

## **Invitation for Bids**

Date: **April, 2024**

Name of Country: **Rwanda**

Name of the Project: **Supply, installation and integration of Centralized Access management, NAC, Anti-DDOS, devsec, Devops and application testing**

**Financing:** Agence Française de Développement (French Development Agency)

**Client:** Rwanda Space Agency

**IFB N°: To be generated by Umucyo E-procurement System for Rwanda**

1. The *Rwanda Space Agency (RSA)* has received funds from the Agence Française de Développement (the French Development Agency) towards the cost of ***Supply, installation and integration of Centralized Access management, NAC, Anti-DDOS, devsec, Devops and application testing***. It is intended that part of the proceeds of these funds will be applied to eligible payments under this contract.
2. The *Rwanda Space Agency* now invites eligible bidders for the **Supply, installation and integration of Centralized Access management, NAC, Anti-DDOS, devsec, Devops and application testing**. Participation to the competition is open on equal conditions to all companies specialized in the field with a valid trading license.
3. Interested eligible bidders may obtain further information only through the Umucyo E-procurement system for Rwanda (use the request for clarification button) in writing within two-thirds (2/3) of the deadline period for the submission of tenders from the date of tender notice publication.
4. Bidding Document in English may be obtained any time from Umucyo E-procurement system for Rwanda ([www.umucyo.gov.rw](http://www.umucyo.gov.rw)). For submission of their bids, all interested bidders must pay non-refundable fee of **ten thousand Rwandan francs (10,000 Frw)** to Rwanda Revenue Authority (RRA) Account opened at any local commercial Bank.
5. All bids must be accompanied by a '**Bid Security**' of an amount specified in the Umucyo E-procurement System from a bank or other financial institution (e.g., insurance company) linked with the eProcurement system for Rwanda ([www.umucyo.gov.rw](http://www.umucyo.gov.rw)).
6. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Agence Française de Développement's Bidding Documents for Procurement of Goods.

7. All bids written in French or English language shall be submitted online using the E-procurement system for Rwanda ([www.umucyo.gov.rw](http://www.umucyo.gov.rw)) and the details about date and hour of their submission and opening are specified in eProcurement system([www.umucyo.gov.rw](http://www.umucyo.gov.rw)). Note that the late bids will not be accepted by the system.
8. The bids shall remain valid for a period of **120 days** starting from the submission deadline mentioned in the system
9. Bidding will be conducted in accordance with the Law N° 031/2022 of 21/11/2022 governing Public Procurement.

**Note:**

- Interested bidders that are not registered in the eProcurement System ([www.umucyo.gov.rw](http://www.umucyo.gov.rw)) are advised to register to be able to submit their bids. The tutorial videos on YouTube (Supplier registration, Registration of certificate, Submission of bid) and registration user guide (available under Umucyo System/Help menu) show how to use the Umucyo system before submitting the applications and the registration process may take 2-3 business days. Please do ensure to only use a Windows-operated computer for your registration on the e-Procurement system;
- Bidders should not be debarred in procurement process.
- The Joint Venture (JV) is accepted in this tender. However, bidders intend to form that JV must follow the requirements of article 75 of the Law No. 031/2022 of 21/11/2022 Governing Public Procurement regarding Joint Venture.

Sincerely,

**Francine UWANYIRIGIRA**  
**Chief Finance Officer**



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**BIDDING DOCUMENT**

**FOR**

**Supply, installation and integration of Centralized Access management, NAC, Anti-DDOS, devsec, Devops and application testing**

IPC N°: *To be generated by Umucyo E-procurement system*

**Project: *Geospatial Hub***

**Purchaser: *Rwanda Space Agency***

**Country: *Rwanda***

**Issued on: April , 2024**

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## **PART 1 – Bidding Procedures**

## Section I. Instructions to Bidders

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Section I. Instructions to Bidders	
	A. General
<b>1. Scope of Bid</b>	<p>1.1 In connection with the Invitation for Bids, <b>specified in the Bid Data Sheet (BDS)</b>, the Purchaser, <b>as specified in the BDS</b>, issues these Bidding Documents for the Procurement of Goods and Related Services incidental thereto as specified in II, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Procurement Competition (IPC) are <b>specified in the BDS</b>.</p> <p>1.2 Throughout these Bidding Documents:</p> <ul style="list-style-type: none"> <li>(a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;</li> <li>(b) If the context so requires, “singular” means “plural” and vice versa; and</li> <li>(c) “Day” means calendar day.</li> </ul>
<b>2. Source of Funds</b>	<p>2.1 The Purchaser <b>specified in the BDS</b> has applied for or received financing (hereinafter called “funds”) from the Agence Française de Développement (hereinafter called “the AFD”), toward the project named <b>in BDS</b>. The Purchaser intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.</p>
<b>3. Corrupt and Fraudulent Practices</b>	<p>3.1 The AFD requires compliance with its policy regarding corrupt and fraudulent practices as set forth in I.</p> <p>3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the AFD to inspect all accounts, records and other documents relating to the submission of the application, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the AFD.</p>
<b>4. Eligible Bidders</b>	<p>4.1 A Bidder may be a firm that is a private entity, a state-owned entity- subject to ITB 4.3- or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a</p>

	<p>Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p>
4.2	<p>A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:</p> <ul style="list-style-type: none"><li>(a) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or</li><li>(b) Receives or has received any direct or indirect subsidy from another Bidder; or</li><li>(c) Has the same legal representative as another Bidder; or</li><li>(d) Has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or</li><li>(e) Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or</li><li>(f) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the bid; or</li><li>(g) Any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the Contract implementation; or</li><li>(h) Has a close business or family relationship with a professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the funds) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a</li></ul>

	<p>manner acceptable to the AFD throughout the procurement process and execution of the contract.</p> <p>4.3 The AFD's eligibility criteria to bid are described in , Eligibility criteria.</p> <p>4.4 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the execution of a Bid-Securing Declaration.</p> <p>4.5 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p>
<b>5. Eligible Goods and Related Services</b>	<p>5.1 The Information Systems to be supplied under the Contract and financed by AFD may have their origin in any country except countries under embargo from France, the European Union or the United Nations are not eligible. For the purposes of this request for proposals document, the term "Information System" means all:</p> <ul style="list-style-type: none"> <li>a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to design, supply and install under the Contract, plus all associated documentation, and all other materials and goods to be designed, supplied, installed, integrated, and made operational; and</li> <li>b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Proposer and as specified in the Contract.</li> <li>c) For purposes of ITP 5.1 above, "origin" means the place where the goods and services making the Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic</li> </ul>

	characteristics or in purpose or utility from its components.
	<b>B. Contents of Bidding Documents</b>
<b>6. Sections of Bidding Documents</b>	<p>6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p><b>PART 1 - Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>• Section I. Instructions to Bidders (ITB);</li> <li>• Section II. Bidding Data Sheet (BDS);</li> <li>• Section III. Evaluation and Qualification Criteria;</li> <li>• Section IV. Bidding Forms;</li> <li>• . Eligibility Criteria;</li> <li>• I. AFD Policy - Corrupt and Fraudulent Practices and Social and Environmental Responsibility;</li> </ul> <p><b>PART 2 - Supply Requirements</b></p> <ul style="list-style-type: none"> <li>• II. Schedule of Requirements;</li> </ul> <p><b>PART 3 - Contract</b></p> <ul style="list-style-type: none"> <li>• III. General Conditions of Contract (GCC);</li> <li>• Section IX. Special Conditions of Contract (SCC);</li> <li>• Section X. Contract Forms.</li> </ul>
	<p>6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.</p> <p>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the Bidding Documents, responses to requests for clarification or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.</p>

<b>7. Clarification of Bidding Documents</b>	<p>7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address <b>specified in the BDS</b>. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 14 (fourteen) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so <b>specified in the BDS</b>, the Purchaser shall also promptly publish its response at the web page <b>identified in the BDS</b>. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.</p>
<b>8. Amendment of Bidding Document</b>	<p>8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.</p> <p>8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.</p> <p>8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.</p>
	<b>C. Preparation of Bids</b>
<b>9. Cost of Bidding</b>	<p>9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>
<b>10. Language of Bid</b>	<p>10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language <b>specified in the BDS</b>. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language</p>

	<b>specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.</b>
<b>11. Documents Comprising the Bid</b>	<p><b>The Bidder shall submit the following additional documents in its bid:</b></p> <p><b>11.1 Bid submission form using the form provided/uploaded along with the eProcurement system;</b></p> <p><b>11.2 Company registration certificate/incorporation certificate;</b></p> <p><b>11.3 Company profile;</b></p> <p><b>11.4 Power of attorney established in the name of the signatory of the bid (where applicable);</b></p> <p><b>11.5 The valid Social Security certificate from RSSB (for local bidders);</b></p> <p><b>11.6 The valid tax clearance certificate or notified statement of tax arrears (Attestation de Créance) which shows that the bidder owes taxes to RRA but is allowed to bid for public tenders (for local bidders);</b></p> <p><b>11.7 Manufacturer Authorization from the manufacturer.</b></p> <p><b>11.8 Detailed description of the essential technical and performance characteristics of the services to be provided establishing conformity to technical specifications provided;</b></p> <p><b>11.9 Technical specifications of required application;</b></p> <p><b>11.10 List of goods and delivery schedule (refer to the form provided in this Tender Document);</b></p> <p><b>11.11 Price schedule;</b></p> <p><b>11.12 Valid Bid Security from commercial bank or Insurance Company linked with Umucyo eProcurement System for Rwanda;</b></p> <p><b>11.13 Payment for Tender Document at 10,000 Frw to Rwanda Revenue Authority (RRA) Account opened at any local commercial Bank.</b></p> <p><b>11.14 Two (2) similar certificate of good completion previous assignments in Information security. Certificates of good completion issued by private companies from outside of</b></p>

	<p><b>Rwanda are accepted only if they are accompanied by respective contracts.</b></p> <p><b>11.15 A certificate of non-bankruptcy from RDB (Registrar General Office for local companies) and, for foreign companies, the certificate should be obtained from your respective Registrar General Office.</b></p> <p><b>11.16 Joint Venture agreement (where applicable)</b></p> <p><b><u>Note:</u></b></p> <p><b>The Joint Venture (JV) is accepted in this tender. However, bidders intend to form that JV must follow the requirements of article 75 of the Law No 031/2022 of 21/11/2022 Governing Public Procurement regarding Joint Venture.</b></p>
<b>12. Bid Submission Form, Bidding Forms and Statement of Integrity and Price Schedules</b>	<p>12.1 The Bid Submission Form, the Bidding Forms and the Statement of Integrity and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.4. All blank spaces shall be filled in with the information requested.</p>
<b>13. Alternative Bids</b>	<p>13.1. Unless otherwise <b>specified in the BDS</b>, alternative bids shall not be considered.</p>
<b>14. Bid Prices and Discounts</b>	<p>14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.</p> <p>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.</p> <p>14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.</p> <p>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Bid Submission Form.</p> <p>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, <b>unless otherwise specified in the BDS</b>. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance</p>

	<p>of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</p> <p>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise <b>specified in the BDS</b>, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.</p> <p>14.7 The term CIP, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, <b>as specified in the BDS</b>.</p> <p>14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with , Eligibility Criteria. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with , Eligibility Criteria. Prices shall be entered in the following manner:</p> <p>(a) <u>For Goods manufactured in the Purchaser's Country:</u></p> <p>(i) The price of the Goods quoted CIP named place of destination, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods; and</p> <p>(ii) Any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder.</p> <p>(b) <u>For Goods manufactured outside the Purchaser's Country, to be imported:</u></p>
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	<p>(i) The price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, <b>as specified in the BDS</b>; and</p> <p>(ii) Any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder.</p> <p>(c) <u>For Goods manufactured outside the Purchaser's Country, already imported:</u></p> <p>(i) The price of the Goods, quoted CIP named place of destination, excluding the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;</p> <p>(ii) All custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported in the Purchaser's country, payable on the Goods, if the Contract is awarded to the Bidder;</p> <p>(iii) Any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and</p> <p>(d) <u>For Related Services specified in II - Schedule of Requirements:</u></p> <p>(i) The price of each item comprising the Related Services (exclusive of any applicable taxes);</p> <p>(ii) All custom duties, sales and other taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.</p>
<b>15. Currencies of Bid and Payment</b>	15.1 The currency(ies) of the bid and the currency(ies) of payments shall be <b>as specified in the BDS</b> . The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise <b>specified in the BDS</b> .
<b>16. Documents Establishing the</b>	16.1 The documentary evidence of conformity of the Information System to the request for proposals documents including:

<p><b>Eligibility and Conformity of the Goods and Related Services</b></p>	<p>a) Preliminary Project Plan describing, among other things, the methods by which the Proposer will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Proposer proposes to use. The Preliminary Project Plan must also address any other topics specified in the BDS. In addition, the Preliminary Project Plan should state the Proposer's assessment of what it expects the Purchaser and any other party involved in the implementation of the Information System to provide during implementation and how the Proposer proposes to coordinate the activities of all involved parties;</p> <p>b) written confirmation that the Proposer accepts responsibility for the successful integration and inter-operability of all components of the Information System as required by the request for proposals documents;</p> <p>16.2 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.</p> <p>16.3 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in II, Schedule of Requirements.</p> <p>16.4 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the II, Schedule of Requirements.</p> <p>16.5 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period <b>specified in the BDS</b> following commencement of the use of the goods by the Purchaser.</p> <p>16.6 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of</p>
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	<p>Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the II, Schedule of Requirements.</p>
<p><b>17. Documents Establishing the Eligibility and Qualifications of the Bidder</b></p>	<p>17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.</p> <p>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:</p> <ul style="list-style-type: none"> <li>(a) That, if <b>required in the BDS</b>, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;</li> <li>(b) That, if <b>required in the BDS</b>, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</li> <li>(c) That the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.</li> </ul>
<p><b>18. Period of Validity of Bids</b></p>	<p>18.1 Bids shall remain valid for the period <b>specified in the BDS</b> after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.</p> <p>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request</p>

	<p>without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.</p> <p>18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:</p> <ul style="list-style-type: none"> <li>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor <b>specified in the BDS</b>;</li> <li>(b) In the case of adjustable price contracts, no adjustment shall be made;</li> <li>(c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.</li> </ul>
<b>19. Bid Security</b>	<p>19.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as <b>specified in the BDS</b>, in original form and, in the case of a bid security, in the amount and currency <b>specified in the BDS</b>.</p> <p>19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.</p> <p>19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:</p> <ul style="list-style-type: none"> <li>(a) An unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);</li> <li>(b) An irrevocable letter of credit;</li> <li>(c) A cashier's or certified check; or</li> <li>(d) Another security <b>specified in the BDS</b>;</li> </ul> <p>from a reputable source from an eligible country as specified in , Eligibility Criteria. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in</p>

	<p>Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.</p> <p>19.4 If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Purchaser as non-responsive.</p> <p>19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.</p> <p>19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.</p> <p>19.7 The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> <li>(a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, or any extension thereto provided by the Bidder; or</li> <li>(b) If the successful Bidder fails to: <ul style="list-style-type: none"> <li>(i) Sign the Contract in accordance with ITB 41; or</li> <li>(ii) Furnish a performance security in accordance with ITB 42.</li> </ul> </li> </ul> <p>19.8 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.</p> <p>19.9 If a bid security is <b>not required in the BDS</b>, pursuant to ITB 19.1, and:</p> <ul style="list-style-type: none"> <li>(a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission</li> </ul>
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	<p>Form, or any extension thereto provided by the Bidder; or</p> <p>(b) If the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;</p> <p>the Purchaser may, <b>if provided for in the BDS</b>, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time <b>as stated in the BDS</b>.</p>
<b>20. Format and Signing of Bid</b>	<p>20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number <b>specified in the BDS</b> and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation <b>as specified in the BDS</b> and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.</p> <p>20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, then the Bid shall be signed by every member of the proposed JV.</p> <p>20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.</p>
	<b>D. Submission and Opening of Bids</b>
<b>21. Sealing and Marking of Bids</b>	<p>21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY". These envelopes</p>

	<p>containing the original and the copies shall then be enclosed in one single envelope.</p> <p>21.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> <li>(a) Bear the name and address of the Bidder;</li> <li>(b) Be addressed to the Purchaser in accordance with ITB 22.1;</li> <li>(c) Bear the specific identification of this bidding process indicated in ITB 1.1; and</li> <li>(d) Bear a warning not to open before the time and date for bid opening.</li> </ul> <p>21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.</p>
<b>22. Deadline for Submission of Bids</b>	<p>22.1 Bids must be received by the Purchaser at the address and no later than the date and time <b>specified in the BDS. When so specified in the BDS</b>, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures <b>specified in the BDS</b>.</p> <p>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<b>23. Late Bids</b>	<p>23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
<b>24. Withdrawal, Substitution, and Modification of Bids</b>	<p>24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:</p>

	<p>(a) Prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION"; and</p> <p>(b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.</p> <p>24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.</p> <p>24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.</p>
<b>25. Bid Opening</b>	<p>25.1 Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB 25 all bids received by the deadline (regardless of the number of bids received), at the date, time and place <b>specified in the BDS</b> in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted, in accordance with ITB 22.1, shall be as <b>specified in the BDS</b>.</p> <p>25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are</p>

	<p>opened and read out at Bid opening shall be considered further.</p> <p>25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Bid Submission Form and the Price Schedules are to be initialed by a minimum of three representatives of the Purchaser attending bid opening. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).</p> <p>25.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p>
	<b>E. Evaluation and Comparison of Bids</b>

<b>26. Confidentiality</b>	<p>26.1 Information relating to the examination, evaluation, and comparison of the bids, and qualification of the Bidders and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders in accordance with ITB 40.</p> <p>26.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, and comparison of the bids, and qualification of the bidders, or contract award decisions may result in the rejection of its Bid.</p> <p>26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.</p>
<b>27. Clarification of Bids</b>	<p>27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31.</p> <p>27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.</p>
<b>28. Deviations, Reservations, and Omissions</b>	<p>28.1 During the evaluation of bids, the following definitions apply:</p> <ul style="list-style-type: none"> <li>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;</li> <li>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and</li> <li>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.</li> </ul>

<b>29. Determination of Responsiveness</b>	<p>29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.</p> <p>29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> <li>(a) If accepted, would: <ul style="list-style-type: none"> <li>(i) Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or</li> <li>(ii) Limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or</li> </ul> </li> <li>(b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.</li> </ul> <p>29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of II, Schedule of Requirements have been met without any material deviation or reservation, or omission.</p> <p>29.4 If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<b>30. Nonconformities, Errors and Omissions</b>	<p>30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonmaterial nonconformities in the Bid.</p> <p>30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for</p>

	comparison purposes only, to reflect the price of a missing or non-conforming item or component.
<b>31. Correction of Arithmetical Errors</b>	<p>31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> <li>(a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;</li> <li>(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</li> <li>(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</li> </ul> <p>31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid.</p>
<b>32. Conversion to Single Currency</b>	32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as <b>specified in the BDS</b> .
<b>33. Margin of Preference</b>	33.1 <b>Unless otherwise specified in the BDS</b> , a margin of preference shall not apply.
<b>34. Evaluation of Bids</b>	<p>34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.</p> <p>34.2 To evaluate a Bid (evaluation will be done for Items or Lots (contracts), as <b>specified in the BDS</b>), the Purchaser shall consider the following:</p> <ul style="list-style-type: none"> <li>(a) The Bid Price as quoted in accordance with clause 14;</li> <li>(b) Price adjustment for correction of arithmetic errors in accordance with ITB 31.1;</li> </ul>

	<ul style="list-style-type: none"> <li>(c) Price adjustment due to discounts offered in accordance with ITB 14.4;</li> <li>(d) Price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;</li> <li>(e) Converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 32;</li> <li>(f) The additional evaluation factors as specified in Section III, Evaluation and Qualification Criteria.</li> </ul> <p>34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.</p> <p>34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Form, is specified in Section III, Evaluation and Qualification Criteria</p> <p>34.5 The Purchaser's evaluation of a bid will exclude and not take into account:</p> <ul style="list-style-type: none"> <li>(a) In the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;</li> <li>(b) In the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;</li> <li>(c) In the case of Related Services, customs duties and sales and other similar taxes that will be payable on the Related Services if the contract is awarded to the Bidder;</li> <li>(d) Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.</li> </ul> <p>34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be</p>
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	<p>related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise <b>specified</b> in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in Section III, Evaluation and Qualification Criteria.</p> <p>34.7 If the bid, which results in the lowest Evaluated Bid Price, is significantly lower than the Purchaser's estimate, the Purchaser shall require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the supply requirements and the method and schedule proposed. If one or several inconsistencies are evidenced, the bid shall be declared non-compliant and rejected.</p>
<b>35. Comparison of Bids</b>	<p>35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid.</p>
<b>36. Qualification of the Bidder</b>	<p>36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.</p> <p>36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.</p> <p>36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.</p>
<b>37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b>	<p>37.1 The Purchaser reserves the right to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.</p>

	<b>F. Award of Contract</b>
<b>38.Award Criteria</b>	38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
<b>39.Purchaser's Right to Vary Quantities at Time of Award</b>	39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in II, Schedule of Requirements, provided this does not exceed the percentages <b>specified in the BDS</b> , and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
<b>40.Notification of Award</b>	<p>40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.</p> <p>40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.</p>
<b>41.Signing of Contract</b>	<p>41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.</p> <p>41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.</p> <p>41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services,</p>

	<p>the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the AFD that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.</p>
<b>42. Performance Security</b>	<p>42.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.</p> <p>42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.</p>

### Section II. Bid Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The number of the Invitation for Bids is: <b>To be generated by Umucyo E-procurement system for Rwanda</b>
ITB 1.1	The Purchaser is: <b><i>Rwanda Space Agency (RSA)</i></b>
ITB 1.1	The name of the IPC are: <b><i>Supply, installation and integration of Centralized Access management, NAC, Anti-DDOS, devsec, Devops and application testing</i></b>
ITB 2.1	The name of the Project is: <b><i>Geospatial Hub</i></b>
	B. Contents of Bidding Documents
ITB 7.1	For <b><u>clarification of bid purposes</u></b> can only be submitted through the Umucyo E-procurement system for Rwanda (use the request for clarification button) in writing within two-thirds (2/3) of the deadline period for the submission of tenders from the date of tender notice publication.
ITB 7.1	Web page: <b><a href="http://www.umucyo.gov.rw">www.umucyo.gov.rw</a></b>
	C. Preparation of Bids
ITB 10.1	The language of the bid is <b>English or French</b> . All correspondence exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.
ITB 11.1 (k)	<b>The Bidder shall submit the following additional documents in its bid:</b> <ul style="list-style-type: none"> <li>➤ <b>Bid submission form using the form provided/uploaded along with the eProcurement system;</b></li> <li>➤ <b>Company registration certificate/incorporation certificate;</b></li> <li>➤ <b>Company profile</b></li> </ul>

	<ul style="list-style-type: none"> <li>➤ Power of attorney established in the name of the signatory of the bid (where applicable)</li> <li>➤ The valid Social Security certificate from RSSB (for local bidders);</li> <li>➤ The valid tax clearance certificate or notified statement of tax arrears (Attestation de Créance) which shows that the bidder owes taxes to RRA but is allowed to bid for public tenders (for local bidders);</li> <li>➤ Detailed description of the essential technical and performance characteristics of the services to be provided establishing conformity to technical specifications provided;</li> <li>➤ Technical specifications of required application;</li> <li>➤ List of goods and delivery schedule (refer to the form provided in this Tender Document);</li> <li>➤ Price schedule;</li> <li>➤ Valid Bid Security (30 days after bids validity period) from commercial bank or Insurance Company linked with Umucyo eProcurement System for Rwanda;</li> <li>➤ Payment for Tender Document at 10,000 Frw to Rwanda Revenue Authority (RRA) Account opened at any local commercial bank.</li> <li>➤ Manufacturer Authorization from the manufacturer.</li> <li>➤ Two (2) similar certificate of good completion previous assignments in Information security. Certificates of good completion issued by private companies from outside of Rwanda are accepted only if they are accompanied by respective contracts.</li> <li>➤ A certificate of non-bankruptcy from RDB (Registrar General Office for local companies) and, for foreign companies, the certificate should be obtained from your respective Registrar General Office.</li> <li>➤ Joint Venture agreement (where applicable)</li> </ul> <p><b>Note:</b></p> <p>The Joint Venture (JV) is accepted in this tender. However, bidders intend to form that JV must follow the requirements of article 75 of the Law No 031/2022 of 21/11/2022 Governing Public Procurement regarding Joint Venture.</p>
ITB 13.1	Alternative Bids <b><i>shall not be</i></b> considered.
ITB 14.5	The prices quoted by the Bidder <b><i>shall not</i></b> be adjustable.

ITB 14.6	Prices quoted for each item <i>shall correspond at least to 100% percent of the quantities specified for this item.</i>
ITB 14.7	The Incoterms edition is Incoterms <b>2012</b> and the Incoterm is <b>Delivered Duty Paid (DDP)</b>
ITB 14.8 (b) (i)	Named Place of Destination: <b>Rwanda Space Agency Headquarters, Kigali-Rwanda</b>
ITB 15.1	The prices shall be quoted by the bidder in: <i>Local currency, or € or US\$.</i>
ITB 16.4	Period of time the Goods are expected to be functioning for <b>a period of three (3) years.</b>
ITB 17.2 (a)	Manufacturer's authorization is: <i>not required</i>
ITB 17.2 (b)	After sales service is: <i>required</i>
ITB 18.1	The bid validity period shall be <b>120 days.</b>
ITB 18.3 (a)	The bid price shall be adjusted by the following factor: <i>Not Applicable</i>
ITB 19.1	A Bid Security from a recognized Bank is required. The amount and currency of the bid security shall be: <b>as specified in the E-procurement system for Rwanda</b>
ITB 19.3 (d)	Other types of acceptable securities: <i>Not Applicable</i>
ITB 20.1	In addition to the original of the bid, the number of copies is: <i>Not Applicable</i>
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>a power of attorney established in the name of the signatory of the bid (where applicable).</i>
	<b>D. Submission and Opening of Bids</b>
ITB 22.1	For bid submission purposes, the Procuring Entity's address is: The eProcurement system for Rwanda ( <a href="http://www.umucyo.gov.rw">www.umucyo.gov.rw</a> ) The deadline for the submission of bids is: Date: <b>See Umucyo eProcurement system for Rwanda and <a href="http://afd.dgmarket.com">afd.dgmarket.com</a></b> Time: <b>See Umucyo eProcurement system for Rwanda and <a href="http://afd.dgmarket.com">afd.dgmarket.com</a></b>

<b>ITB 22.1</b>	Bidders must submit their bids <i>electronically through Umucyo E-procurement System for Rwanda</i>
<b>ITB 25.1</b>	<p>The bid opening shall take place at: The eProcurement System for Rwanda (www.umucyo.gov.rw)</p> <p>Date: <b>See Umucyo eProcurement system for Rwanda and afd.dgmarket.com</b></p> <p>Time: <b>See Umucyo eProcurement system for Rwanda and afd.dgmarket.com</b></p>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 32.1</b>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in different currencies into a single currency is: <b>Rwandan Francs (Rwf)</b></p> <p>The source of exchange rate shall be the <b>National Bank of Rwanda: www.bnr.rw. The date for the exchange rate shall be the bids opening date.</b></p>
<b>ITB 33.1</b>	<p>A margin of domestic preference “<i>shall</i>” apply.</p> <p>If domestic preference shall be a bid-evaluation factor, the application methodology shall be specified in Section III, Evaluation and Qualification Criteria.</p>
<b>ITB 34.2</b>	<p>Evaluation will be done for: <b>Items</b></p> <p><i>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</i></p>
	<b>F. Award of Contract</b>
<b>ITB 39.1</b>	<p>The maximum percentage by which quantities may be increased is: <b>5%</b></p> <p>The maximum percentage by which quantities may be decreased is: <b>5%</b></p>

## Section III. Evaluation and Qualification Criteria

### Contents

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## 1. Evaluation (ITB 34)

### 1.1 Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of Bids for Goods may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.2 (f), using the following criteria and methodologies.

#### (a) Delivery Schedule

The Goods specified in the List of Goods are required to be delivered within period specified in II, Delivery Schedule. No credit will be given to deliveries and bids offering delivery after the period specified shall be treated as non-responsive.

#### (c) Operating and/or Maintenance Costs

An adjustment to take into account the extended maintenance costs of the Goods will be added to the Bid Price, for evaluation purposes only. The adjustment will be calculated by:

- *Aggregating the maintenance average annual rate priced by the Bidder in its Bid over a period of 3 years;*

## 2. Qualification (ITB 36)

After determining the lowest-evaluated bid in accordance with ITB 35.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB 36, using only the requirements specified. Requirements not included in the tables below shall not be used in the evaluation of the Bidder's qualifications.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

<div> <div>Eligibility and Qualification Criteria</div> <div>Compliance Requirements</div> <div>Documentation</div> </div>							
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1.2	<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
1.3	<b>AFD Eligibility</b>	Not being ineligible for AFD financing, as described in ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Statement of Integrity (appendix to Bid Submission Form)
1.4	<b>State-owned Entity</b>	Meets conditions of ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria		Compliance Requirements					Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Termination of a contract <sup>1</sup> did not occur as a result of Supplier default in the past 5 years.	Must meet requirement <sup>2</sup>	Must meet requirements	Must meet requirement <sup>2</sup>	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid Securing Declaration by the Purchaser or withdrawal of the Bid within Bid validity	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.4 or withdrawal of a Bid pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
2.3	Pending Litigation	All pending litigation shall in total not represent more	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

<sup>1</sup> Non-performance shall include all terminations of contracts where (a) non-performance was not challenged by the supplier, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the supplier. Non-performance shall not include contracts where Purchasers decision was overruled by the dispute resolution mechanism.

<sup>2</sup> This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		than one hundred percent (100%) of the Bidder's net worth and shall be treated as resolved against the Bidder.					

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
3. Financial Situation and Performance							
3.1	Financial Capabilities	Submission of audited balance sheets or if not required by the law of the Bidder’s country, other financial statements acceptable to the Purchaser, for the last 3 years to demonstrate the current soundness of the Bidder’s financial position based on the following criteria:  a) liquidity ratio $\geq 1.1$ ((Current Assets) / (Current Liabilities) $\geq 1.1$ )	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 3.1, with attachments

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<b>b) indebtedness ratio <math>\leq 80\%</math></b> ((Total Liabilities) x 100 / (Total Assets) $\leq 80\%$ )					
3.2	<b>Average Annual Supplier Turnover</b>  <i>[As an indication, the specified amount should range between 1.5 and 2 times the estimated annual invoiced amount under the current Contract]</i>	Minimum average annual supplier turnover of US\$ 50,000€, calculated as total certified payments received for contracts in progress and/or completed within the last 5 years.	Must meet requirement	Must meet requirement	Must meet twenty-five percent (25%) of the requirement	Must meet forty percent (40%) of the requirement	Form FIN – 3.2

Eligibility and Qualification Criteria		Compliance Requirements				Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4. Experience							
4.1	Similar Experience	A minimum number of similar <sup>3</sup> contracts specified below that have been satisfactorily and substantially <sup>4</sup> completed as Supplier, or joint venture member <sup>5</sup> , between 1st January 2015 and this application submission deadline: 3contracts, each of minimum value	Must meet requirement	Must meet requirement <sup>6</sup>	N/A	N/A	Form EXP 4.1

<sup>3</sup> The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in II, Schedule of Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

<sup>4</sup> Substantial completion shall be based on 80% or more completed under the contract.

<sup>5</sup> For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.

<sup>6</sup> In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		of 100,000€;					
4.2	<b>Specific Experience</b>	Availability at the bid submission date in the Purchaser's Country of spare parts and after sales services facilities in operation for at least 6 months for the Goods offered in the Bid <sup>7</sup>	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP 4.1

<sup>7</sup> An acceptable alternative to meet this requirement is the evidence by the Bidder of one successful experience in the past five (5) years of creating and operating for a period of time exceeding one year an after sales services facility in a foreign country.

### 3. Domestic Preference (ITB 33)

3.1 If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

3.2 An individual firm is considered a domestic bidder for purposes of the margin of preference if it is constituted in the country of the Purchaser, has more than 50 percent ownership by nationals of the country of the Purchaser, and if it does not subcontract more than 30 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic bidders and eligible for domestic preference only if the individual member firms are constituted in the country of the Purchaser, have more than 50 percent ownership by nationals of the country of the Purchaser, and the JV shall be constituted in the country of the Borrower. The JV shall not subcontract more than 30 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference

3.3 Bids will be classified in one of three groups, as follows:

- (a) **Category A:** bids to be granted local preference in case all goods or supplies are manufactured in Rwanda;
- (b) **Category B:** bids to be granted local preference in case of mixture of goods or supplies manufactured in Rwanda with goods or supplies to be imported;
- (c) **Category C:** bids not to be granted local preference in case all goods.

3.4 To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

3.5 The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

3.6 All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

## Section IV. Bidding Forms

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**Bid Submission Form**

Date: \_\_\_\_\_

IPC No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) \_\_\_\_\_;
- (b) We have no conflict of interest in accordance with ITB 4.2;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.4;
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedule specified in the Schedule of Requirements the following Goods:  
\_\_\_\_\_  
\_\_\_\_\_;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:
- i) In case of only one lot, total price of the Bid \_\_\_\_\_
- ii) In case of multiple lots, total price of each lot \_\_\_\_\_
- iii) In case of multiple lots, total price of all lots (sum of all lots)  
\_\_\_\_\_
- (f) The discounts offered and the methodology for their application are:
- i) The discounts offered are: \_\_\_\_\_
- ii) The exact method of calculations to determine the net price after application of discounts is shown below: \_\_\_\_\_
- (g) Our bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (h) If our bid is accepted, we commit to obtain a performance security in accordance with ITB 42 of the Bidding Documents;
- (i) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) We understand and accept that the Purchaser reserves the right to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders; and
- (l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

## Appendix to Bid Submission Form

### Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the bid or proposal: \_\_\_\_\_ (The "**Contract**")

To: \_\_\_\_\_ (The "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or sub consultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or sub consultants are in any of the following situations:
  - 2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
  - 2.2) Having been:
    - a. convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
    - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
    - c. convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed

during the procurement process or performance of an AFD-financed contract;

2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or sub consultants are in any of the following situations of conflict of interest:

3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5) In the case of procurement of goods, works or plants:

- i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
  - ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:

6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature

of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**Form ELI-1.1:  
Bidder Information Form**

Date: \_\_\_\_\_  
IPC No. and title: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of constitution: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of constitution:
Bidder's legal address [in country of constitution]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Constitution (or equivalent documents of association) of the legal entity named above; <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1; <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.3 documents establishing: a) Legal and financial autonomy; b) Operation under commercial law; c) Establishing that the Bidder is not dependent agency of the Purchaser. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**Form ELI-1.2:  
Bidder's JV Information Form**

*(to be completed for each member of Bidder's JV)*

Date: \_\_\_\_\_  
IPC No. and title: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's JV name:

JV member's name:

JV member's country of constitution:

JV member's year of constitution:

JV member's legal address in country of constitution:

JV member's authorized representative information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax numbers: \_\_\_\_\_

E-mail address: \_\_\_\_\_

1. Attached are copies of original documents of

☐ Articles of Constitution (or equivalent documents of association) of the legal entity named above;

☐ In case of a state-owned enterprise or institution, documents establishing:

- a) Legal and financial autonomy;
- b) Operation in accordance with commercial law; and
- c) Absence of dependent status, in accordance with ITB 4.3.

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**Form CON-2:  
Historical Contract Non-Performance, Pending Litigation and Litigation History**

*(to be completed by the Bidder and by each member of the Bidder's JV)*

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

IPC No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1st January <i>[insert current year number less 5]</i> specified in Section III, Evaluation and Qualification Criteria, subclause 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1st January <i>[insert current year number less 5]</i> specified in Section III, Evaluation and Qualification Criteria, subclause 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements

- ☐ No pending litigation in accordance with Section III, Qualification Criteria and Requirements, subclause 2.3.
- ☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, subclause 2.3 as indicated below.

<b>Year of dispute</b>	<b>Amount in dispute (currency)</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), US\$ Equivalent (exchange rate)</b>
		Contract Identification: _____ Name of Purchaser: _____ Address of Purchaser: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	

**Form FIN-3.1:  
Financial Situation and Performance**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

IPC No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

**1. Financial data**

Type of Financial information in (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate*, US\$ equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Statement of Financial Position (Information from Balance Sheet)</b>					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
<b>Information from Income Statement</b>					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
<b>Cash Flow Information</b>					
Cash Flow from Operating Activities					

\*Refer to ITB 15 for the exchange rate

## 2. Financial documents

The Bidder and its parties shall provide copies of financial statements for \_\_\_\_\_ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor

3.1. The financial statements shall:

- (a) Reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member);
  - (b) Be independently audited or certified in accordance with local legislation;
  - (c) Be complete, including all notes to the financial statements;
  - (d) Correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements<sup>8</sup> for the \_\_\_\_\_ years required above and complying with the requirements.

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<sup>8</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

**Form FIN-3.2:  
Average Annual Turnover**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

IPC No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

		<b>Annual turnover data</b>	
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange rate</b>	<b>US\$ equivalent</b>
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
<b>Average Annual Turnover *</b>			

\* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

### Form EXP-4.1: Experience

Bidder's Legal Name: \_\_\_\_\_  
 JV Member's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_  
 IPC No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract No. __ /insert specific number] of [total number of contracts] __ required	Information	
Contract Identification	_____	
Award date Completion date	_____ _____	
Role in Contract	_____	
Total contract amount	_____	US\$ equivalent____ _____
If member in a JV, specify participation in total contract amount	_____ %	US\$ equivalent_____
Purchaser's Name:	_____	
Address: Telephone/fax number: E-mail:	_____ _____ _____ _____	

**Form EXP – 4.1 (cont.)**  
**Experience (cont.)**

Bidder's Legal Name: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

JV Member's Legal Name: \_\_\_\_\_

<b>Similar Contract No. __ [insert specific number] of [total number of contracts] __ required</b>	<b>Information</b>
Description of the similarity in accordance with Sub-Factor 4.1 or 4.2 of Section III:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Other Characteristics	_____

### Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

**Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported**

(Group C bids, goods to be imported)  Currencies in accordance with ITB Sub-Clause 15							Date: _____  IPC No: _____  Alternative No: _____  Page N° _____ of _____
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods	Country of Origin	Delivery Date at named place of destination	Quantity and physical unit	Unit price CIP <i>[insert named place of destination]</i> in accordance with ITB 14.8(b)(i)	Sales and other taxes paid or payable per item if Contract is awarded, in accordance with ITB 14.8(b)(ii)	Total Price per Line item (Col. 5x6)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert sales and other taxes paid or payable per item if Contract is awarded]</i>	<i>[insert total price of the line item]</i>
<b>Total Price</b>							

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

**Price Schedule: Goods Manufactured Outside the Purchaser's Country, Already Imported**

(Group C bids, Goods already imported)							Date: _____	
Currencies in accordance with ITB Sub-Clause 15							IPC No: _____	
							Alternative No: _____	
							Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date at named place of destination	Quantity and physical unit	CIP Unit price excluding Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii), [to be supported by documents]	Sales and other taxes paid or payable per item if Contract is awarded, in accordance with ITB 14.8(c)(iii)	Total Price per line item (Col. 5x6)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>

								Total Bid Price

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

### Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____ _____ Currencies in accordance with ITB Sub-Clause 15						Date: _____ IPC No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6*	7	8
Line Item N°	Description of Goods	Delivery Date at named place of destination	Quantity and physical unit	Unit price CIP	Cost of local labor, raw materials, transportation, insurance and components with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(a)(ii)	Total Price per line item (Col. 4 x 5)

<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert CIP unit price]</i>	<i>[Insert cost of local labor, raw material, transportation, insurance and components from within the Purchase's country as a % of the CIP price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
						<b>Total Price</b>	

- Only in case of Domestic Preference applies

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

### Price and Completion Schedule - Related Services

Currencies in accordance with ITB Clause 15						Date: _____ IPC No: _____ Alternative No: _____ Page N° ____ of ____	
1	2	3	4	5	6	7	8

Service N°	Description of Services	Country of Origin	Delivery Date at named place of destination	Quantity and physical unit	Unit Price net of duties and applicable taxes, in accordance with ITB 14.8 (d) (i)	Duties and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(d)(ii)	Total Price per Service net of duties and taxes (Col.5 x 6)
<i>[insert t numb er of the Servic e]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at named place of destination ]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert duties and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Total Bid Price							

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]*

**Form of Bid Security (Bank Guarantee)**

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

**Beneficiary:** \_\_\_\_\_

**Invitation for Bids No:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

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

- (a) Has withdrawn its Bid during the period of bid validity set forth in the Applicant's Bid Submission Form ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

\_\_\_\_\_ *[signature(s)]*

## Intellectual Property Forms

### Notes to Bidders on working with the Intellectual Property Forms

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Bidders must submit, as part of their bids, lists of all the Software included in the bids assigned to one of the following categories:

- (a) System, General-Purpose, or Application Software;
- (b) Standard or Custom Software;
- (c) Proprietary or Open Source.

Bidders must also submit a list of all Custom Materials. These categorizations are needed to support the Intellectual Property in the GCC and SCC. The Bidder must also include the text of the software licenses for the software titles proposed.

**Manufacturer's Authorization/Not Applicable**

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

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

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

To: *[insert complete name of Purchaser]*

**WHEREAS**

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us:  
*[insert name and or brief description of the Goods]*,

and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

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

## . Eligibility Criteria

### Eligibility in AFD-Financed Procurement

1. Financing allocated by the AFD to a Contracting Authority has been entirely untied since 1<sup>st</sup> January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for the AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. Natural or legal persons (including all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants or subconsultants) shall not be awarded an AFD-financed contract if, on the date of submission of an application, a bid or a proposal, or on the date of award of a contract, they:
  - 2.1) Are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
  - 2.2) Have been:
    - a. convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of this contract;
    - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where they are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of this contract;
    - c. convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

- 2.3) Are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
  - 2.4) Have been subject within the past five years to a contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against them;
  - 2.5) Have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;
  - 2.6) Are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of this contract;
  - 2.7) Have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to the AFD's satisfaction, through all relevant documents, including its Charter and other information the AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

## **I. AFD Policy - Corrupt and Fraudulent Practices– Social and Environmental Responsibility**

### **1. Corrupt and Fraudulent Practices**

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or sub consultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or sub consultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Moreover, the AFD requires including in the Procurement Documents and AFD-financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or sub consultants will permit the AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by the AFD.

The AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- (b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or sub consultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to the AFD to remedy the situation, including by failing to inform the AFD at the time they knew of such practices.

The AFD defines, for the purposes of this provision, the terms set forth below as follows:

- (a) Corruption of a Public Officer means:
  - (i) The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity; or
  - (ii) The act by which a Public Officer solicits or accepts, directly or indirectly, an

undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity.

(b) A Public Officer shall be construed as meaning:

- (i) Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;
- (ii) Any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
- (iii) Any other person defined as a Public Officer by the national laws of the country of the Contracting Authority.

(c) Corruption of a private person means:

- (i) The act of promising, offering or giving to any person other than a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
  - (ii) The act by which any person other than a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
- (d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.

(e) Anti-competitive practices mean:

- (i) Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
- (ii) Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
- (iii) Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

## **2. Social and Environmental Responsibility**

In order to promote sustainable development, the AFD seeks to ensure that internationally recognized environmental and social standards are complied with. Candidates for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

- (i) Comply with and ensure that all their subcontractors or sub consultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organization (ILO) and international environmental treaties;
- (ii) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

## **PART 2 – Supply Requirements**

## II. Schedule of Requirements

### Contents

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**1. List of Goods and Delivery Schedule (Not Applicable)**

Line Item N°	Description of Goods	Quantity	Physical unit	Named place of Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date at named place of destination	Latest Delivery Date at named place of destination	Bidder's offered Delivery date at named place of destination [to be provided by the bidder]
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert named place of destination]</i>	<i>[insert the number of days following the date of signature of the Contract]</i>	<i>[insert the number of days following the date of signature of the Contract]</i>	<i>[insert the number of days following the date of signature of the Contract]</i>
1.	Supply installation and integration of centralized IDAM (Centralized Identity and Access Management system)	1	Licenses/Pcs				
2	Supply installation and integration of NAC (Network Access and Control)	1	Licenses/Pcs				

3	Supply, installation and integration of Anti DDoS solution	1	License s/Pcs				
4	SAST: supply installation and integration of Static application security testing solution	1	License s/Pcs				
5	Supply installation and Training of Dev-Ops Tools and devsec integration	1	License s/Pcs				

## 2. List of Related Services and Completion Schedule

<b>Service</b>	<b>Description of Service</b>	<b>Quantity</b>	<b>Physical Unit</b>	<b>Place where Services shall be performed</b>	<b>Final Completion Date(s) of Services</b>
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>
1.	Training	To be provided	3 RSA Engineers	RSA Offices , Kigali-Rwanda	Within 2 months
2	Maintenance/support	3 years	3 years	3 years	3 years
3.	Installation and customization	3 months	3 months	3 months	3 months
4.	Integration with Geohub platform and use cases applications	3 months	3 months	3 months	3 months

### 3. Technical Specifications

#### **Supply, installation and integration of Centralized Access management, NAC, Anti-DDOS, devsec, Devops and application testing**

**PROJECT:** GEOSPATIAL HUB (GEOHUB)

**PROJECT ACTIVITY:** Supply, installation and integration of Centralized Access management, NAC, Anti-DDOS, devsec, Devops and application testing

**ESTIMATED DURATION:** 3 MONTHS

**LOCATION:** RWANDA

#### **1. BACKGROUND**

##### **Country context**

Rwanda has distinguished itself as a country that is deeply committed to leveraging digital transformation to accelerate growth and reduce poverty. The Government of Rwanda has therefore prioritized using digitally enabled solutions, wherever possible, to leapfrog traditional approaches and support innovation in service delivery.

Beginning as early as 2000, Rwanda began charting an ambitious course for achieving rapid digitization, through a series of five-year plans. These policies have resulted in the progressive roll-out of digital infrastructure, impressive public e-services expansion, as well as initiatives to support digital skills and to position Rwanda as a regional ICT hub, underpinned by government institutions and leadership committed to the digital agenda. Today, Rwanda continues to articulate ambitious strategies in relation to many of these areas.

Improve Rwanda's public services through digitization and support innovations with high development potential.

The Government of Rwanda has received funding totaling a €37 million loan and a €1.2 million grant from the Agence Française de Développement in supporting to make Rwanda a Globally Competitive Knowledge-based Economy including achieving high standards/ quality services and customer care across public and private sectors. This support will allow, starting from 2023, various digital initiatives which among others include establishment of Geospatial hub in Rwanda which became effective in 2023 (henceforth referred to as the 'the Project'). The Geospatial Hub Project (GeoHub), will provide a centralized geospatial data infrastructure and services will also be set up and managed by the Rwanda Space Agency.

It will help improve evidence-based development, planning, monitoring and evaluation of public policies in various fields (urban planning, response to natural disasters, health,

agriculture, etc.). The Project aims to increase access to geospatial data and derived insight to offer geospatial digital services, and strengthen the digital innovation ecosystem. The project will enable private sector, academia, and startups to have access on geospatial data to harness opportunities from various space technology in earth observation. The project will also enhance Government's geospatial digital service capabilities, equipping Government with the ability to harness the power of Geospatial big data and scale Geospatial e-service based on shared digital standards, platforms, and infrastructure, leveraging critical enabling digital platforms and data-driven solutions to improve the efficiency of public service delivery and expand the adoption of digitally enabled services. Finally, the project will increase Rwanda's capacity to support digitally enabled innovation, by strengthening the local entrepreneurship ecosystem, supporting tech firms to move from start-ups to growth and by developing Rwanda's digital talent base in earth Observation and other space related entrepreneurship.

The Project is led by the Ministry of ICT and Innovation (MINICT), with the Rwanda Space Agency (RSA) serving as the lead implementing agency for the Geospatial Hub Project.

It is against the context above that Rwanda Space Agency wishes to hire company for the procurement of supply and installation of an automated identity and access control system, devsec and devops for geospatial hub.

## **2. OBJECTIVE**

Geohub is a multitenant and multipurpose platform infrastructure that aims at serving different stakeholders in offering geospatial digital services and access to earth observation and space related data for different purposes. Among many stakeholders there are academia, start-up, private companies', government institution and commercial use

The objective of this Centralized IDAM project scope is to acquire an automated identity and use access control system, devsec, devops tools and training for geospatial hub. Also the supplier will provide the code testing tools/solution for optimized, secure, standardized code development and deployment. The supplier will provide as well training to the RSA team on provided solution and coaching the team along the journey of implementation for total system control and ownership.

### 3. SCOPE OF WORK

Scope of current tender to support the implementation of Geospatial hub, the best bidder will supply and commission an automated identity and access Management for Geohub Single Sign-on (SSO) multifactor authentication, Network Access control (NAC) system, Anti-DDoS system, Static application testing tools and devsec tools and related services for geospatial hub automation and related integration, testing, training and coaching.

The objective of this tender is mainly supply, installation, integration, testing, deployment, commissioning, training and coaching of the RSA GEOHUB technical team on the supplied solution and the installation and configuration DevOps and DevSec tools ensuring best practices and meeting international standards of distributed platform deployment and operations automation and security. The tools will be used to provide a centralized multitenant and multilevel identity and access control service for the internal and external applications, data sharing and access on earth observation related and other space applications ranging from smart agriculture, forest monitoring, smart irrigation, urban planning, disaster management, smart irrigation etc.

The required solutions shall be capable of segregating different profiles including the public user access, the Government access per sector/use case, the startups, the academia and the commercial use purpose by identification, authenticating, authorizing any access following CIA (Confidentiality, Integrity and availability) triad best practice by emphasizing on Content and context-Dependent access Control and combination of all possible systems and data Authorization mechanisms

The system and solution shall be deployed by following the Cybersecurity Standards for Public Institutions adopted and recommended in last version of or more than the one of July 2023 published by National Cyber Security Authority of Rwanda and benchmarking other international best practices to ensure security of geospatial digital services and meeting the latest ISO 27001.

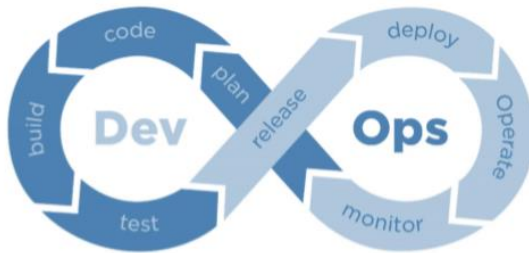
The following is a summarized scope of work with related key milestones and activities:

1. Equipping GeoHub with an automated and multi-tenant centralized Identity and access management system that will enable data sharing and use of applications by offering Roles and rules based access, discretionary, form based and profile based access system on specific use case applications, profiles and data access.
2. Implement and Integrate the solution to be supplied with Active directory and right management for a fully policy based environment while segregating internal users and external users on data sharing and geospatial digital service offering and other space related applications access

3. Supply and integration of an anti-distributed denial of services (Anti-DDOS) to optimize Geohub digital access services and mitigate distributed denial of services, cross scripting attacks (XSS) and other related cyber attack
4. equipping Geohub with Network access control(NAC) that will be integrated with existing EMM (VMware workspace one enterprise mobility management and patch management) to enforce data sharing security by authenticating Devices, applications and people for accessing geohub data and services
5. Equipping Geohub with required devsec and devops tools for automation: coaching and developing the Geohub development team and engineers about DevOps tools that will be used by the Geohub development team in their daily development tasks.
6. Required DevOps tools aims at ensuring that Geohub applications developers, QA team and Geospatial senior engineers and full stack developers in charge of Geohub Infrastructure, system administration, integration and application deployment work in the alignment with each other in preparing and delivering new software pieces to production faster and with a minimal number of bugs by ensuring automation, continuous delivery, and fast reaction to feedback.
7. DevOps is crucial for Geohub development process as it will increase the development pace when working on new functionalities and it will render the maintenance of deployed applications and systems fast and easy. The required tools, trainings and required information and specifications are detailed below in this document.
8. Provide training and coaching to RSA developers team to make sure they become familiar with the environment and have total control and ownership of provided tools and platforms
9. Provide tools for code testing prior to application deployment
10. Recommend and enforce recommended actions and avail roadmap on required standards and policies in line with ISO27001 standards and other best practices
11. Provide The technical support for three years from the date of successful completion of deliverables satisfied by the acceptance test and final handover of this Project scope. The hardware and solutions to be supplied must be with 3 years' warranty and support and minimum 3 years of licenses on every tool and solution supplied.

Rwanda Space Agency (RSA) is seeking proposals for the supply, setup and implementation of the above mentioned solutions and tools and carry out related activities and services. The firm will also ensure transfer of knowledge to team members on how to install, operate, maintain and use those tools.

The expected company/firm is required to train the development team how to install and configure above mentioned tools that will support GEOHUB to accomplish every phase of DevOps lifecycle as shown below:



Expected output / deliverables on devops

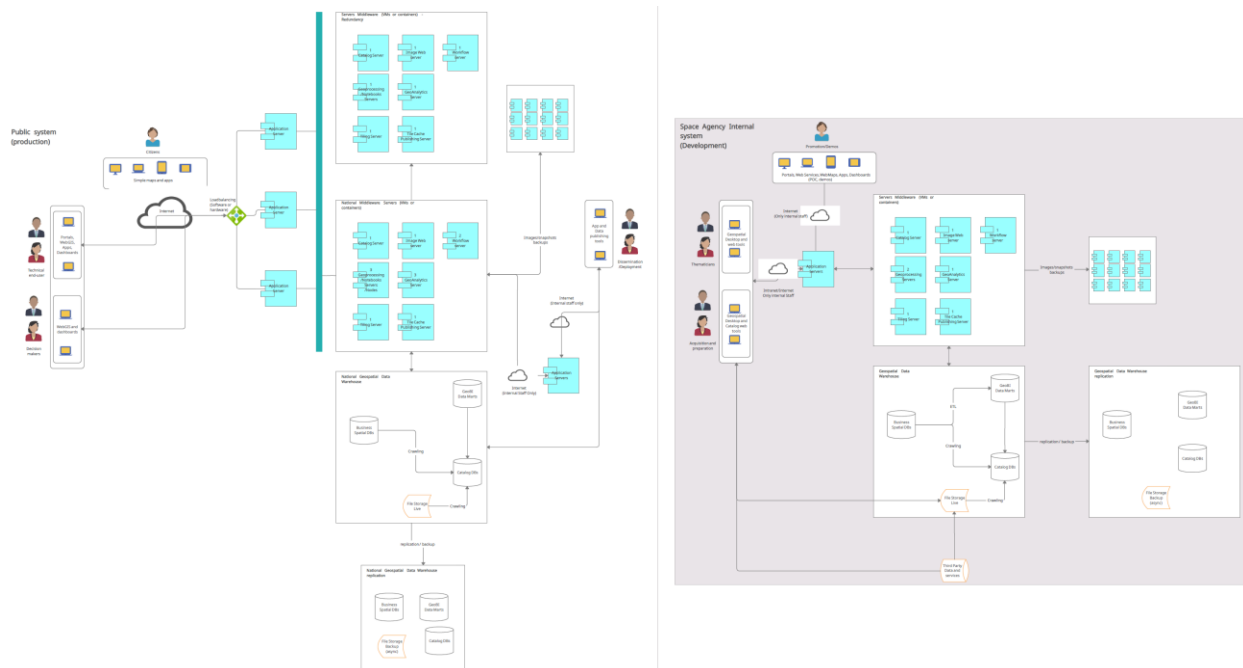
- Continuous Development
- Continuous Testing
- Continuous Integration
- Continuous Deployment
- Continuous Monitoring

The Bidder will be responsible for provision of physical and logical layout (Structure) of the Infrastructure and configured systems while considering the internal and external system design and usage as described in this technical specification.

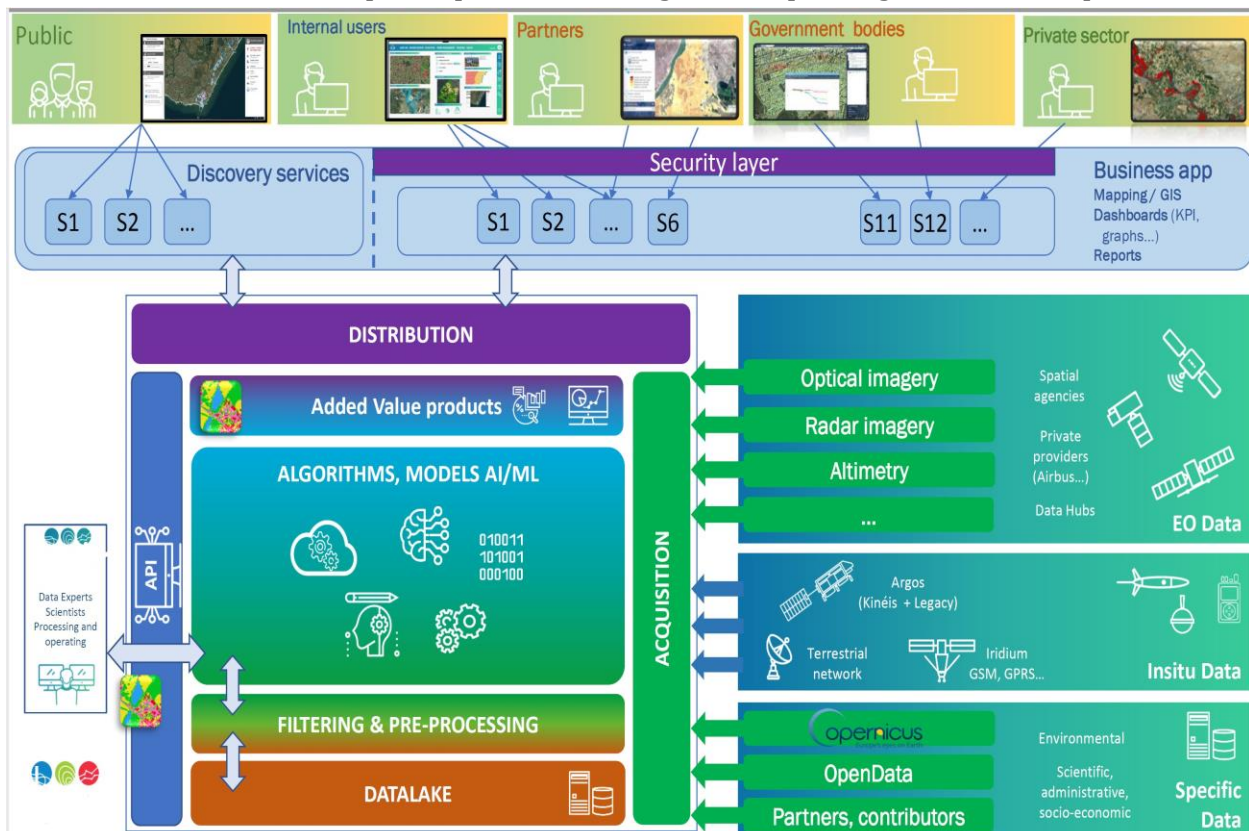
#### 4. GEOHUB LOGICAL DIAGRAM

The system is composed of external and internal environment. The system will be accessed by multistakeholder and partners from government institution, academia, start-up, commercial private companies, researches and public use. The security to be proposed must take into consideration the complexity of the required initial security solution while thinking of the scalability.

For more visibility and details, consult the following topology “Geohub Logical High level infrastructure topology” which is also annexed to these technical specifications.



Regarding Data and services offering, The Geohub is a multipurpose project which will serve as repository of geospatial data while delivering geospatial services. Therefore, it will require automation and integration of different sources of data from various platforms and services as simulated in the following figure while ensuring Identification, authentication and authorization based on required permissions, rights, and privileges on Geohub platform



**iii) FUNCTIONAL REQUIREMENTS**

The product shall have all features highlighted under the scope section above. Being expert in the field the company will recommend the best, latest, right and strong tools that much or goes beyond RSA expectations.

The solution shall be scalable with at least the following requirements;

RSA will be able to customize, automate the policy enforcement and scale the application to its fullest capability etc. while considering multi-profiles and tenant access.

The solution shall be optimally configured to its fullest functionalities and features

The supplier is required to recommend, install and integrated with other required open sources security platforms for fully benefiting the supplied solutions.

The technical support is to be provided for three years from the date of successful of solution acceptance test and final handover of this Project. The hardware and solutions to be supplied must be with 3 years' warranty and minimum 3 years of licenses.

- **Performance**

The system shall be hosted on RSA private cloud Infrastructure therefore, during the implementation, the supplier would advise on infrastructure sizing requirements and architecture for this specific security solution architecture for better performance.

The solution should be able to authenticate multiple profile and tenants ranging from private sector, government institutions, academia, Startups and public data access for the delivery of geospatial applications such as agriculture, forest monitoring, smart irrigation services, data sharing etc. The supplied solution must ensure Data and system Availability, confidentiality and integrity, with high performance as and when logons and views volumes increase without compromising on the systems response performance. The supplier is reminded to note that this will serves at the national level and be scaled to regional and global level.

- **Security**

The system shall consider the Integrity, availability and data& System confidentiality with reference to ISO international adopted standards including but not limited to ISO/IEC 27001:2022, Information security, cybersecurity and privacy protection by maintaining the close guidelines and compliance of Protection of Personal Data and Privacy Law also without compromising the ISO 19157:2013 Geographic information data quality to be hosted.

The system and solution shall be deployed by following the Minimum Cybersecurity Standards for Public Institutions adopted and recommended in last version of July 2023 by National Cyber Security Authority of Rwanda.

- **Availability**

The system uptime should be 99.99 % during working hours and the design and architecture must consider the inter-operability of future Disaster recovery site implementation which will be implemented later based on availability of the budget. The GeoHub system is composed of internal and external system. This solution will be for protecting external facing hosting system as well as internal hosted sensitive data, applications and services.

- **Scalability& Robustness**

The application/solution should be highly scalable and robust and should be capable of delivering high performances when transaction and logons volumes increases without compromising performance. The solution will be initially used on national level by various stakeholders including public users, government institution, startup, academia, commercial, therefore optimization and scalability technical considerations is mandatory.

## 5. SUMMARIZED TECHNICAL SPECIFICATION

The supplier shall clearly mention the brand and specific model, licensing mode of the solution to be provided. Initial estimated number of users is 500 and this number will be increased as GeoHub will be continuously scaled up. Also note that for all the product/solutions; the perpetual licenses are required wherever possible. In case of subscription based licensing model; the supplier must quote for a minimum 3years licenses.

### a. Supply installation and integration of centralized IDAM (Centralized Identity and Access Management system)

IDAM Solution Feature required		Compliance: Full/ Partial/ Non	Comments
1	Solution should provide the ability to make real-time course-grained authorization decisions such as a whether to grant access to an application (ex: Smart agriculture, Smart irrigation, Forest Monitoring, etc)		

2	Solution should allow access and authorization permission criteria to be linked to role definitions rather than to individual user accounts so that these decisions are driven by a user's membership of a role		
3	Solution should respond to requests from geospatial applications for authorization decisions, based on user role membership and other user properties and profiles		
4	Solution should be able to join together access rules and roles with specific access actions to form access policies that can be applied to specific users or groups of users		
5	Solution should support the implementation of Role Based Access Controls (RBAC) for controlling access to functions within an application		
6	Solution should support separation of duties and role mining		
7	User provisioning should support reverse synchronization		
8	Solution should detect orphaned accounts (accounts that have no associated record in a specified authoritative data source) and perform an action such as "suspend" or "notify"		
9	Solution should detect unauthorized changes to a user account and send a notification and roll back the changes		
10	Solution should provide the ability to a user who has forgotten his/her login ID to trigger an automated resending of it to the email address associated with their user account		
11	Solution should provide the ability for a user to self-reset their password with integrated multifactor authentication.		

12	Solution should enforce password policies during user self-service password resets		
13	Solution should have access recertification functionality for access governance.		
14	Solution should be triggered to synchronize data in the solution identity data repository by an event in another authoritative data source and should not be a batch-based or schedule-based.		
15	Solution should automatically discover data in the other identity data sources, (e.g. detect new user accounts in back-end applications or platforms and retrieve their associated attributes)		
16	Solution should generate a unique user ID – a unique and permanent identifier to unambiguously identify every user in the solution identity data repository. Solution shall be able to alert any duplicate identity getting created or used within IM systems		
17	Solution should be capable of identifying individuals who have more than one user account in the solution identity data repository, and merging these accounts into one		
18	Solution should perform audit and logging capabilities for internal, external and public users		
19	Solution should provide operational and user activity reports provided out of the box		
23	Solution should provision to control & monitor activities of Admin users with complete session recording & key stroke logging.		

24	Solution should have command blacklisting option to control/restrict Administrative users to execute restricted commands.		
25	Solution should provide secure access assurance by implementing multi-factor authentication when resources are being accessed.		
26	Solution should able to govern & certify access to unstructured data in shared folders		
27	Solution should allow for the automatic archival of audit logs after a given period of time.		
28	Solution should provide a workflow system to accept change requests from users directly, request and track authorization, and provision access once requests are submitted and approved.		
29	Solution should allow users can reset or change forgotten passwords and access or unlock locked accounts		
30	Solution should enforce password strength using password policy		
32	The system shall provide comprehensive reporting such as –who has access to what, –who approved what, –orphaned accounts found and these reports should be available online or can be exported for distribution.		
33	Proposed solution can be on-prem or cloud based or hybrid but it must not compromise the NCSA guidelines and existing Rwandan cybersecurity regulations. however it will be deployed on RSA private cloud platform		

### **b. Supply installation and integration of NAC (Network Access and Control)**

The required NAC is all-in-one solution that streamlines security policy management that delivers visibility and access control over users and devices across wired, wireless, and VPN connections. The solution will enable enterprises to deliver secure network access to users and devices enforce security policies, and provide secure access to network resources. It will share contextual data, such as threats and vulnerabilities, with integrated solutions from other partners of geohub infrastructure and integrate with platform/tools security access from software ( mainly ArcGIS) running in RSA environment. The solution RSA to have a visibility what is happening in our network, which applications are running, ect.

<b>Requirements</b>	<b>Compliance: Full/ Partial/ Non</b>	<b>Comments</b>
The required NAC shall be capable of Centrally managed, role-based, access control and rule-based management. In a case supply of Physical appliances (if any) must be accessed and managed through a web- based (https) connection.		
The system must allow several simultaneous administrators.		
Equipped with Segregation of role like User/Admin/Reporting at least. The system must allow defining distinct group of administrators with different level of privileges. Please specify how many groups can be defined, and which privileges can be restricted to specific groups only		
Ability to setup device and manage on different geographical areas		
The system must keep track of all changes made on the system, with the date & time of the change, as well as the admin login used.		
Ability to save the system configuration according to best backup standard.		
Interface of the system in the following language: English		
Bidder must indicate licensing mode		

used – Solution must be licensed by the amount and type of port/device it is deployed to protect.		
Licensing must be perpetual and scalable for future growth.		
<b>System specifications</b> <b>Auditing (Monitoring, analyzing, alerting and reporting) requirements for endpoint behavior are listed as follows:</b>		
The solution must be able to identify Unusual/suspicious activity on the corporate network		
Network Data Access through comprehensive live logging and reporting		
The solution must be able to monitor Application Usage for all endpoints connected to the corporate network.		
In case of failure of the provided component/solution, no impact on network access is expected.		
Appliances should detect and monitor unauthorized endpoints connections on network connection		
If an unauthorized access is detected the solution should be able to send email to different group in order to warn them		
If an unauthorized access is detected the solution should be able to do put the endpoint on quarantine		
If the certain level of unauthorized access is reached, the solution could be deactivated manually.( prevent to stop all users in case of network configuration error)		
The solution should not reduce the current performance of the network and desktop		

Integration with Ssolutions and tool supplied by the Geohup Core infrastructure including load balancers, firewalls, monitoring tools etc. providing syslog (SNMP traps) Only events matching specific policy rules (identified type of alerts, level of alert...) Wich will be routed to the SIEM tool.		
The proposed solution must rely on the corporate Microsoft Active Directory (AD) or any other similar directory services		
The solution must be able to detect the		
compliant device or PC, (		
The solution should be able to detect the version of the installed tool (eg. AV, security patches)		
The solution MUST be agentless		
If endpoint is on quarantine, solution should be able to warn user and provide remediation (path via email, popup)		
Solution should provide network cartography to prevent false positive		
Solution should be able to provide endpoint localization on the network		
For the efficient implementation; the solution MUST be able to manage more than 20,000 ports using only one Server.		
Bidder must provide a workflow for Network access Control mechanism and indicate each step of the control.		
Architecture of the solution should support /detect ( but not limited to)the following servers OS, in order to prevent false positive		

Client environment (Mandatory): Windows XP + IE8.0 + IE10 Windows 7(64b) + IE10.0(32b) Netapp		
Servers (Optional): Windows 2000 up to date Linux Redhat Solaris AIX systems Network (Mandatory): Nexus cisco		
Bidder must indicate licensing mode used		
(by IP address, by node, by campus). No limit on the number of endpoints detected by the solution.		
In case of failure of the proposed solution, Auditing and firewalling features should be active again in less than 8 hours.		
The proposed solution should be able to support high availability setup		
<b>Pre-requisites for the proposed solution to operate properly.</b>		
The required solution functionalities and performances of the geospatial core infrastructure MUST not be impacted by any such prerequisites such as Switch upgrade, configuration of 802.1x or access lists.		
<b>Support &amp; License</b>		
At least 3 Years OEM Technical Support for supplied Solution		
At least License for 500 Devices		

### c. Supply, installation and integration of Anti DDoS solution

The required solution will be providing comprehensive and accurate DoS and DDoS attack inspection, detection and mitigation for RSA geospatial business-critical applications. The Solution will provide a granular attack mitigation control and improve attack detection accuracy and minimize false positives with the traffic baseline learning feature, dynamic

refreshing of defense profile based on the learned traffic baseline, and the client source verification function.

Requirement	Compliance: Full/ Partial/ Non	Comments
<b>Specifications - General</b>		
The solution should be purpose build hardware platform		
Proposed Solution should have minimum 4*1 G copper and 4*10 G sfp interface		
should have at least 20 G L4 throughput		
Should support 40 K SSL TPS		
The solution should have dual power supply		
The solution should support secure CLI, WebUI and SSH remote management as well as XML-RPC remote		
Supporting system alert via Email and SNMP		
The solution should provide interface for cloud management systems to control and monitor hardware and virtual appliances		
The solution should support Clustering among up to 32 nodes, Active/Active or Active/Standby working mode		
should support Hardware bypass and software bypass		
The Solution should support Automatic Learning of traffic		
The Solution should support Dynamic Profiling		
The solution should support SSL acceleration and IPv6 support		
<b>Anti DDoS</b>		
The solution should support deployment mode as bridge (L2) with Bridge transparent mode and Bridge proxy mode.		
The solution should support bridge, routing and out of path TAP mode deployment		

The solution should be a complete system and not require the purchase of additional hardware or software to gain additional features or benefits.		
The solution should detect any DDoS traffic and mitigate any DDoS attack without interrupt legitimate traffic and customer services.		
The solution should provide IP reputation list protection to filter blacklisted IP.		
The solution should support detection and protection of DDoS traffic as below: HTTP GET Flood attack		
<ul style="list-style-type: none"> <li>• HTTP POST Flood attack</li> <li>• HTTP Slowloris attack</li> <li>• HTTP Slow Post attack</li> <li>• HTTP Challenge Collapsar (CC) attack</li> <li>• HTTP Packet Anomaly attacks • SSL Handshake attack</li> <li>• SSL Renegotiation attack</li> <li>• SSL Packet Anomaly attacks</li> <li>• DNS Query Flood attack</li> <li>• DNS Reply Flood attack</li> <li>• DNS NXDomain Flood attack</li> <li>• DNS Cache Poisoning attack</li> <li>• DNS Packet Anomaly attacks</li> <li>• TCP SYN Flood attack</li> <li>• TCP SYN-ACK Flood attack</li> <li>• TCP ACK Flood attack</li> <li>• TCP FIN/RST Flood attack</li> <li>• TCP Connection Exhaustion attack</li> <li>• TCP Fragment Flood attack</li> <li>• TCP Slow Connection attack</li> <li>• TCP Abnormal Connection attack</li> </ul>		
<ul style="list-style-type: none"> <li>• UDP Flood attack</li> <li>• UDP Fragment Flood attack</li> <li>• TCMP Flood attack</li> </ul>		

The solution should automatically generate defense rules suitable for customers' existing network by learning their traffic baseline based on the behavior analysis of Anti DDoS		
The solution should support multiple source verification mechanisms such as		
CAPTCHA, session tracking etc.		
Should support detection of Smurf, Ping of Death, LAND, IP Spoofing, Teardrop, Fraggle, Winnuke, Tracert and other malformed single-packet attacks		
The Solution must support Client source authentication and IP reputation		
The solution should support advanced ACL with TCP ACL, UDP ACL, ICMP ACL, Static blacklist, static whitelist, dynamic blacklist, dynamic whitelist and GeoIP-based access control		
The solution should support DNS Domain Security		
The solution must support HTTP Pattern Validation		
The solution shall have built-in high availability (HA) features in the following mode: Active-Passive, Active-Active		
Must support customization of Geolocation Map		
SSL offload support with dedicated SSL hardware		
The solution should support dynamic refreshing the DDoS profiles based on learning result for reducing the manual intervention and enhances the defense accuracy.		
The solution should support automatically learn the traffic baseline of defense objects with Automatic Learning and Dynamic Profiling		
The solution shall be able to support IPv4 & IPv6 routing protocols for traffic mitigation: Static Routing, OSPF Routing, BGPv4 Routing		
The Solution shall support routing based on source, destination and protocol. (e route)		

The solution must be able to integrate with existing management system via SNMP version 3 and SNMP version 2		
The solution must provide the latest Management Information Base (MIB) file for SNMP operation.		
The solution shall provide the flexibility of performing configuration via GUI and command base remotely.		
The solution must give DDoS warning logs, DDoS attack logs and filter logs		
The solution must support exporting security event logs.		
The solution must display system status such as CPU usage, RAM usage, disk usage and throughput.		
The solution attack statistics must be able to be displayed containing the following information: Attack logging severity distribution attack type attack sources attack source regions etc		
The solution must have displaying packet drop statistics including the drop reason statistics.		
The solution should support custom monitoring pages by adding desired monitoring graphs.		
The solution should support reporting with System status monitoring reports, advanced service security status reports, PCI DSS compliance reports		
The solution must support Report customization and periodic reports		
The solution should support Top N statistics		
<b>Support &amp; License</b>		
Minimum 3 Years OEM Technical Support for supplied Anti-DDoS Solution		
At least Throughput 20 Gbps		
SSL TPS (RSA 2K) 40 K		

Max. ECC TPS (ECDSA P256) 28K		
At least Power supply Dual Power: 100-240VAC, 8-4A, 50-60Hz		
Regulatory Compliance ICES-003, EN 55024, CISPR 22, AS/NZS 3548, FCC, 47FR part 15 Class A, VCCI-A		
Safety CSA, C/US, CE, IEC 60950-1, CSA 60950-1, EN 60950-1		
At least 1U		

**d. SAST: supply installation and integration of Static application security testing solution**

RSA is looking for a static application security testing that is on-premises application security testing platform that will helps RSA develop software on Geohub that is secure by design and avoid late-stage vulnerabilities by integrating security testing early in the development lifecycle. The required tools shall be equipped with a State-of-the-art machine learning capabilities such as Intelligent finding analytics (IFA) and intelligent code analytics (ICA) expand code coverage while reducing false positives and highlighting the most critical issues. The required solution will be integrated with CI/CD testing tools for automated SAT while providing a centralized policy management reporting while reducing the identification to remediation loop for security issues which will results in reducing the overall risk of costly data breaches. Also the required solution will facilitate the remediation of applications security vulnerabilities before attackers can discover and exploit them. The solution shall be equipped with at least the following minimum features requirement:

- Application Security Throughout the Software Development
- Improve Visibility Through Integration
- Reduce Time and Effort\_ with Intelligent Finding Analytics (IFA)
- Expand Security Best Practices Through Centralized Management
- Enhance Reporting, Governance and Compliance Capabilities

Requirements	Compliance: Full/ Partial/ Non	Comments
The solution to be supplied shall be a Highly scalable. The solution shall be able to handle very large scans effectively in lesser time.		

<p>To be equipped with Application Security Throughout the Software Development:</p> <p>Ability to identifies security vulnerabilities in source code during the early stages of RSA application lifecycle. It has to builds automated security into development by integrating security source code analysis during Apps build process. Ability to triages, and manages security policies and prioritizes results for remediation.</p>		
<p>Improve Visibility Through Integration:</p> <p>easily integrates with IDEs (integrated development environments), build management tools, and DTS (defect tracking systems) — providing the right people with the right level of information. It must be able to accommodates a broad portfolio of large and complex applications across a wide range of programming languages, through the unique bring your own language (BYOL) capability. RSA reserves the right to choose a convenient language to use.</p>		
<p>Reduce Time and Effort with Intelligent Finding Analytics (IFA):</p> <p>Ability to help reduce false positives by up to 98% with its IFA capabilities, and focuses findings on the ones that should be addressed first. This will reduces the need for security experts to spend time reviewing findings for false positives before sending them to developers. The time from identification to remediation is improved, reducing the overall cost of fixing security vulnerabilities.</p>		
<p>Expand Security Best Practices Through Centralized Management:</p>		

<p>Ability to defines and enforces consistent policies that can be used throughout the enterprise.</p> <p>Security analysts and risk managers can access reports of select findings or a series of audit reports that measure compliance with software security best practices and regulatory requirements. It will enables enterprise-wide metrics and reporting with a centralized policy and assessment database.</p>		
<p>Enhance Reporting, Governance and Compliance Capabilities:</p> <p>The required solutions shall provides visibility into security and compliance risks presented by identified security issues. It delivers a variety of security compliance reports, including CWE Top 25, DISA Application Security and Development STIG, OWASP Mobile 10, OWASP API 10, OWASP Top 10, Payment Card Industry Data Security Standard, and Software Security Profile report. It must also be able to be integrated with other Enterprise's reporting and management capabilities</p>		
<p>Equipped with:</p> <p>Data flow analysis</p> <p>Control flow analysis</p> <p>Interprocedural analysis</p> <p>Pattern-based semantic analysis</p>		
<p>Ability of Slicing the SAST scans into parts and running them in parallel. This allows the solution to handle very large applications using parallel computing to make scans faster.</p>		

Must Have a very less false positive percentage. The cognitive features like IFA (Intelligent Findings Analytics) & ICA (Intelligent Code Analytics) automatically can triage the scan results with almost 99% accuracy.		
Equipped with Intelligent Findings Analytics- a technique based on machine learning to reduce false positives & noise automatically and ICA - Helps in reducing the False Negatives by ensuring 100 % code scanning.		
Equipped with IFA capability , By applying cognitive techniques, IFA reduces the set of findings with fix groups. Fix groups show developers precisely where security issues reside in the code, enabling them to remediate multiple problems simultaneously.		
Allows security analysts to assess the results with powerful pre-defined filters, exclusion rules or by creating bundles.		
Uses auto discovery feature to automatically discover the application and scan it. Also developers will be able to import workspace or configure WAS deployment files for scanning.		
Flexibility to create custom rules, filters & reports.		
Integrates with many SDLC tools like IDE, Build tools and defect tracking tools, etc.		
Allows Geohub Engineers and users to select different client licenses based on the role and usage.		
Provides updates to security rules at least every quarter.		

BYOL simplifies the process to add new language support or improve analysis of an existing one		
Supports a very broad set of languages including legacy languages, modern languages, business applications or new mobile languages.		
Expands analysis coverage and eliminates false negatives by generating Security Rules for ANY framework used by an application during trace analysis		
The solution must offers for the developers a community option/tool to all developers		
Equipped with Secret Scan- identify secrets, credentials, social security numbers, API Keys, etc., that developers and software engineers have accidentally stored in source code repositories during development		
Ability to inspect source code without running it		
Ability to detect defects, vulnerabilities, standards violation, performance issues		
Should support a wide range of programming languages including but not limited to Java, javascript, HTML, CSS, XML, PL/SQL, php etc...		
Ability to review security hotspots, which should help identify and fix common security vulnerabilities such as SQL injection, cross-site scripting (XSS), and insecure random numbers		
Should help track code smells and fix technical debt		

Should generate detailed code reports that provide insights into the code quality of a project, including information about code coverage, duplication, and complexity		
Provide Security reports		
Ability to scan branches before the code is merged upstream		
Should provide code quality metrics and history, and permit integration with CI/CD pipelines		
Should allow for the creation of custom rules for the codebase in order to enforce best practices and coding standards		
Should easily integrate with code repositories including GitLab, GitHub, etc...The integration is part of the scope of this assignment		
Should allow Portfolio management and executive reports production		
The bidder must clear details licensing option and model proposed: Pertpetual & Global license. With unlimited scans , unlimited applications. No hidden costs.		
24*7 email & phone Support.		

### e. DEVOPS

Supply installation and Training of Dev-Ops Tools and devsec integration

S/N	Functionality	Tools or similar required tools	DevOps
1	Continuous Development	Inflectra SpiraTeam, SVN, SonarQube, Docker, Kubernetes	Plan, Code
2	Continuous Testing	Selenium, JMeter, NeoLoad, Junit, TestNG, Jenkins, Maven	Build, Test
3	Continuous Integration	Jenkins	Release
4	Continuous Deployment	Ansible, Docker	Deploy, Operate
5	Continuous Monitoring	Splunk, ELK stack, Nagios	Monitor

### a. Related services

#### Installation and Testing of the supplied Application/solutions

The successful bidder will be responsible for supply, Proper installation, integration, commissioning and testing of all supplied solutions, etc. The supplier shall provide Onsite and remote (subject to RSA approval) support on all supplied solutions. Once the issue is logged for the support the response shall not exceed one hour without response to fix the issue.

The supplier shall provide 1st level, second level and third level support during the first three years. The supplier is expected to recommend other related applications, equipment and tools to attain a fully integrated and automated Geohub security platform.

### i. Training

Before and after successful deployment, the supplier should provide comprehensive, at Vendor, online and at-site hands-on training on how to fully install, manage and operate customize the provided system and solutions. Will Provide and recommend Professional training on supplied solutions.

## **ii. Application warranty and after sale service**

The bidder will provide a technical support warranty as mentioned under functional requirements and summarized technical specification, and certify that the software, licences, platform and equipment are genuine, and latest with require functionalities and features.

## **6. LOCATION**

The Automation platforms and tools to support the Geospatial hub shall be supplied and installed at the RSA and be installed on RSA hybrid infrastructure.

## **7. KNOWLEDGE TRANSFER**

Knowledge transfer is considered an integral part of this assignment and should be critically considered as part of this assignment. This will be evaluated through the process of Installation, customization, and integration of the solution/platform and continuous operation.

### **Mandatory Documents**

- a) Local certified engineers for support are mandatory.
- b) The company should provide the detailed implementation and training plan for the proposed solutions.

### **The firm should also present:**

- a) Compliance to tender specification
- b) Implementation and After Sales Services
- c) Project Plan and Solution documentation with functioning, features and capability

### **a. Team composition**

The supplier/company firm should present a team of technical personnel with at least 5 years of experience in the mentioned delivering of critical security systems and or infrastructure equivalent or similar to this assignment. The firm must provide a staffing plan with names, roles, and CVs for the core project team as part of the proposal and the resources should include but not limited to the following positions as describe in the following team composition:

### Proposed Team skillset Roles

**The Proposed Team Skillset & Roles shall be submitted using the following format. Therefore, the supplier is requested to fill the following format with personnel and their respective role as per following example and format. Team member may be assigned to different roles (More than one) as per supplier's internal organization given that it doesn't compromise the execution of the assignment**

No	Resource name and Assignment position	Role/domain	Minimum no.	Min. Degree	Years of general experience	Years of specific experience	Certification	Specialized skills	Participation in similar assignments
1	Project Manager/Team Leader	This person will have the overall responsibility of delivery the assignment. The person will be the contact person the project team will deal	1	BSc in computer science or Information Technology or related IT field.	10	7	Management Certification: PMP or Prince2 or equivalent experience • Technician	Information Systems project management, skills in systems and security Integration, security principal, best practice and standards, skilled in data privacy, Access control systems,	2

		with during the life of the assignment.					al Certifica tion: CEH, ECSS,RH CE or Security Manage ment Certifica te from an Internati onally Recogni zed Systems Security Vendors especiall y of supplied solution or equivale nt experien ce	DLP, IDAM,NAC and DDoS	
2	Technic al lead	This person will have the overall technical, supervisory and implementat ion responsibilit y of the assignment.	1	Diploma or Bachelor's degree in Engineeri ng, Informati on Technolog y,	8	5	<ul style="list-style-type: none"><li>• Certified Security Administrator certificate—Any security brand specifically on</li></ul>	Hands-on skills in cybersecurity projects implementation leading/manage ment	2

				Cybersecurity, Computer Science, or related discipline required.		propose d solution s • Certified Next Generati on Firewall (NGFW) —Any security brand • Web Applicat ion Firewall (WAF) —Any security brand • Devsec, Devop related completi on courses/ certicate • Databas e security —Any security brand • Certified Ethical		
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							Hacker (CEH) <ul style="list-style-type: none"> <li>• Certified Security Specialist (ECSS) —Any security brand</li> <li>• RHCE</li> </ul>		
3	IT Systems Administration Engineer	The engineer will be the one to facilitate in systems administration and the solution integration with all third party systems whenever required.	1	Diploma or Bachelor's degree in Engineering, Information Technology, Computer Science, or related discipline required.	5	3	CCNA, RHCE and MCSA.	System integration, mail system server, active directory, linux environment, LAN, web technologies and services data control access security, security principal and standards	2
4	IT Systems networking engineer	Provide the required systems networking support, troubleshooting and integration.	1	Diploma or Bachelor's degree in Engineering, Information Technology, Computer Science, or related	5	3	CCNP Enterprise, RHCE and MCSA.	Systems Support, networking, exchange server, internet technologies and IT security	2

				discipline required.					
5	IT Security engineer	Implementer of security solutions as per industrial standards/Best practices, troubleshooting and configurations.	2	Diploma or Bachelor's degree in Engineering, Information Technology, Computer Science, or related discipline required.	5	3	<ul style="list-style-type: none"> <li>• CCNP Security</li> <li>• CEH</li> <li>• Certified Security Administrator—Proposed Solution</li> <li>• NGFW, WAF, Patch management, SIEM, vulnerability management from any OEM or similar are accepted.</li> </ul>	Internet Firewalls, Link balancing, VPN, NAC, IPS, advanced network Defense, Security log analysis, applications protection hardening, optimization, troubleshooting and integration with third party systems.	2

6	Solution Expert(s)	Implementer (s) of security solutions as per industrial standards/Best practices, troubleshooting and configurations.	1	Diploma or Bachelor's degree in Engineering, Information Technology, Computer Science, or related discipline required.	5	3	Related and valid certificate from bidder's vendor brand or accredited authority/body	As many numbers different brands proposed to the client, should have an expert/engineer to design, install, configure, test, manage, monitor, support, troubleshoot and maintain the bidder's solution(s)	2
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**Regarding team composition, note the following:**

Note that one team member can serve different roles in the assignment as per the scope of this specific tender.

The supplier is required to fill the form as per their usual company running model given to the fact that it respond to current ToR's scope .

This will help RSA to know exactly required team and resources assignment during the execution as well as segregation of duties for better activities follow-up during the implementation.

The deployment of Solutions will be done physically with RSA dedicated engineers, therefore in a case of international company it will mostly require that key personnel must be physically presence for technical action required to be deployed.

All related travels and accommodation cost shall be borne by the supplier.

Upon completion of the solution, all required system documentation; configuration files will be submitted to RSA and become RSA assets

#### 4. Drawings

These Bidding Documents includes *drawings*.

## **5. Inspections and Tests**

The following inspections and tests shall be performed:

- 1. SSO and MFA GeoHub workflow testing***
- 2. Functionalities and features testing***
- 3. Integration policy testing***
- 4. Performance and data sharing testing***
- 5. Application security testing with integrated systems as per Open Web Application Security Project (OWASP) Standard***

## **PART 3 - Contract**

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### III. General Conditions of Contract

<b>1. Definitions</b>	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> <li>(a) “AFD” means the Agence Française de Développement;</li> <li>(b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;</li> <li>(c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto;</li> <li>(d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract;</li> <li>(e) “Day” means calendar day;</li> <li>(f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;</li> <li>(g) “GCC” means the General Conditions of Contract;</li> <li>(h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract;</li> <li>(i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC);</li> <li>(j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the <b>SCC</b>;</li> <li>(k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and</li> </ul>
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	<p>other such obligations of the Supplier under the Contract;</p> <p>(l) “SCC” means the Special Conditions of Contract;</p> <p>(m) “Subcontractor” means any natural person, private or state entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier;</p> <p>(n) “Supplier” means the natural person, private or state entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement;</p> <p>(o) “The Project Site,” where applicable, means the place named in the <b>SCC</b>.</p>
<b>2. Contract Documents</b>	<p>2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.</p>
<b>3. Fraud and Corruption</b>	<p>3.1 The AFD requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix 1 to the SCC.</p>
<b>4. Interpretation</b>	<p>4.2 If the context so requires it, singular means plural and vice versa.</p> <p>4.3 Incoterms</p> <p>(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms;</p> <p>(b) The terms CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the <b>SCC</b> and published by the International Chamber of Commerce in Paris, France.</p>

	<p><b>4.4 Entire Agreement</b></p> <p>The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.</p> <p><b>4.5 Amendment</b></p> <p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p><b>4.6 Nonwaiver</b></p> <p>(a) Subject to GCC Sub-Clause 4.5(b) 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, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract;</p> <p>(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p><b>4.7 Severability</b></p> <p>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.</p>
<p><b>5. Language</b></p>	<p><b>5.1</b> The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the <b>SCC</b>. Supporting documents and printed literature that are part of the Contract may be in another language provided they are</p>

	<p>accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.</p>
<b>6. Joint Venture, Consortium or Association</b>	<p>6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.</p>
<b>7. Eligibility</b>	<p>7.1 All Goods and Related Services to be supplied under the Contract and financed by the AFD shall have their origin in any eligible source as specified in the <b>SCC</b>. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
<b>8. Notices</b>	<p>8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the <b>SCC</b>. The term “in writing” means communicated in written form with proof of receipt.</p> <p>8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>
<b>9. Governing Law</b>	<p>9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the <b>SCC</b>.</p>
<b>10. Settlement of Disputes</b>	<p>10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p>

	<p>10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure <b>specified in the SCC</b>.</p> <p>10.3 Notwithstanding any reference to arbitration herein,</p> <p>(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>(b) The Purchaser shall pay the Supplier any monies due the Supplier.</p>
<b>11. Inspections and Audit by the AFD</b>	<p>11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep accurate and systematic accounts and records, in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.</p>
	<p>11.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the AFD and/or persons appointed by the AFD to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the AFD if requested by the AFD.</p>
<b>12. Scope of Supply</b>	<p>12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.</p>
<b>13. Delivery and Documents</b>	<p>13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of</p>

	shipping and other documents to be furnished by the Supplier are specified in the <b>SCC</b> .
<b>14. Supplier's Responsibilities</b>	14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
<b>15. Contract Price</b>	15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the <b>SCC</b> .
<b>16. Terms of Payment</b>	<p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the <b>SCC</b>.</p> <p>16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> <p>16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.</p> <p>16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the <b>SCC</b>, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the <b>SCC</b>, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.</p>
<b>17. Taxes and Duties</b>	17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

	<p>17.2 For goods manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p> <p>17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country as specified in the SCC, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p>
<b>18. Performance Security</b>	<p>18.1 The Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the <b>SCC</b>.</p> <p>18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>18.3 The Performance Security shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the <b>SCC</b>, or in another format acceptable to the Purchaser.</p> <p>18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the <b>SCC</b>.</p>
<b>19. Copyright ,Intellectual rights warranty and indemnity</b>	<p>19.1 Unless otherwise specified in the SCC, the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Purchaser. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing (as legally sufficient) that the Purchaser may consider necessary or desirable to perfect the right, title, and interest of the Purchaser in and to those</p>

	<p>rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Purchaser and where permitted by applicable law, ensure that the holder of such a moral right waives it.</p> <p>19.2 The Supplier hereby represents and warrants that:</p> <ul style="list-style-type: none"> <li>(a) the System as supplied, installed, tested, and accepted;</li> <li>(b) use of the System in accordance with the Contract; and</li> <li>(c) copying of the Software and Materials provided to the Purchaser in accordance with the Contract</li> </ul> <p>do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.</p> <p>19.3 The Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:</p> <ul style="list-style-type: none"> <li>(a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;</li> <li>(b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and</li> <li>(c) sale of the products produced by the System in any country, except to the extent that such losses,</li> </ul>
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	<p>liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause 32.2.</p> <p>19.4 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.</p> <p>19.5 Such indemnities shall also not apply if any claim of infringement:</p> <ul style="list-style-type: none"> <li>(a) is asserted by a parent, subsidiary, or affiliate of the Purchaser's organization;</li> <li>(b) is a direct result of a design mandated by the Purchaser's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Proposal; or</li> <li>(c) results from the alteration of the System, including the Materials, by the Purchaser or any persons other than the Supplier or a person authorized by the Supplier.</li> </ul> <p>19.6 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Clause 32.1, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>19.7 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) days, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in</p>
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	<p>conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>19.8 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Purchaser or any persons (other than the Supplier) contracted by the Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.</p> <p>19.9. Such indemnity shall not cover</p> <p>(a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;</p> <p>(b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Purchaser or any other person contracted by the Purchaser, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.</p> <p>19.10 Such indemnities shall also not apply:</p> <p>(a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Supplier's organization;</p> <p>(b) to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or</p>
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	<p>materials provided to the Supplier by the Purchaser or any persons contracted by the Purchaser.</p> <p>19.11 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.</p>
<p><b>20. Software License Agreements</b></p>	<p>20.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Purchaser, the Supplier hereby grants to the Purchaser license to access and use the Software, including all inventions, designs, and marks embodied in the Software.</p> <p>Such license to access and use the Software shall:</p> <ul style="list-style-type: none"> <li>(a) be: <ul style="list-style-type: none"> <li>(i) nonexclusive;</li> <li>(ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);</li> <li>(iii) unless otherwise specified in the SCC valid throughout the territory of the Purchaser's Country;</li> <li>(iv) unless otherwise specified in the SCC subject to NO additional restrictions.</li> </ul> </li> </ul>

	<p>(b) permit the Software to be:</p> <ul style="list-style-type: none"> <li>(i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's proposal), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;</li> <li>(ii) used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's proposal specifies a class of computer to which the license is restricted, the replacement computer(s) is(are) within that class;</li> <li>(iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;</li> <li>(iv) reproduced for safekeeping or backup purposes;</li> <li>(v) customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;</li> <li>(vi) unless otherwise specified in the SCC, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and</li> <li>(vii) unless otherwise specified in the SCC disclosed to, and reproduced for use by, NO other parties.</li> </ul> <p>16.2 The Supplier has the right to audit the Standard Software to verify compliance with the above license agreements. Unless otherwise specified in the</p>
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	<p>SCC, the Purchaser will make available to the Supplier, within seven (7) days of a written request, accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between the Purchaser and the Supplier, Purchaser will allow, under a pre-specified agreed procedure, the execution of embedded software functions under Supplier's control, and unencumbered transmission of resulting information on software usage.</p>
<b>21. Confidential Information</b>	<p>21.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.</p> <p>21.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.</p> <p>21.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:</p> <ul style="list-style-type: none"> <li>(a) The Purchaser or Supplier need to share with the AFD or other institutions participating in the financing of the Contract;</li> <li>(b) Now or hereafter enters the public domain through no fault of that party;</li> </ul>

	<p>(c) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</p> <p>(d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</p> <p>21.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>21.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.</p>
<b>22. Subcontracting</b>	<p>22.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p> <p>22.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.</p>
<b>23. Specifications and Standards</b>	<p>23.1 Technical Specifications and Drawings</p> <p>(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in II, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin;</p> <p>(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser;</p> <p>(c) Wherever references are made in the Contract to codes and standards in accordance with which it</p>

	shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
<b>24. Packing and Documents</b>	<p>24.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their named place of destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' named place of destination and the absence of heavy handling facilities at all points in transit.</p> <p>24.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the <b>SCC</b>, and in any other instructions ordered by the Purchaser.</p>
<b>25. Insurance</b>	25.1 Unless otherwise specified in the <b>SCC</b> , the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the <b>SCC</b> .
<b>26. Transportation</b>	26.1 Unless otherwise specified in the <b>SCC</b> , responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
	<p>26.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>(a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p>

	<p>(b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p>(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>(d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>(e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>26.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
<b>27. Inspections and Tests</b>	<p>27.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the <b>SCC</b>.</p> <p>27.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, and/or at the Goods' named place of destination, or in another place in the Purchaser's Country as specified in the <b>SCC</b>. Subject to GCC Sub-Clause 27.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>27.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 27.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>27.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser.</p>

	<p>The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>27.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p> <p>27.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>27.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 27.4.</p> <p>27.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.</p>
<p><b>28. Liquidated Damages</b></p>	<p>28.1 Except as provided under GCC Clause 33, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified</p>

	<p>in the <b>SCC</b> of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those <b>SCC</b>. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.</p>
<b>29. Warranty</b>	<p>29.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>29.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of named place of destination.</p> <p>29.3 Unless otherwise specified in the <b>SCC</b>, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the named place of destination indicated in the <b>SCC</b>, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.</p> <p>29.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>29.5 Upon receipt of such notice, the Supplier shall, within the period specified in the <b>SCC</b>, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>29.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the <b>SCC</b>, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to</p>

	any other rights which the Purchaser may have against the Supplier under the Contract.
<b>30. Patent Indemnity</b>	<p>30.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 30.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> <li>(a) The installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</li> <li>(b) The sale in any country of the products produced by the Goods.</li> </ul> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>30.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>30.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p>

	<p>30.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>30.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
<b>31. Limitation of Liability</b>	<p>31.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and</p> <p>(b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement</p>
<b>32. Change in Laws and Regulations</b>	<p>32.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include</p>

	<p>any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.</p>
<b>33. Force Majeure</b>	<p>33.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>33.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>33.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<b>34. Change Orders and Contract Amendments</b>	<p>34.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p> <p>(a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</p>

	<p>(b) The method of shipment or packing;</p> <p>(c) The place of delivery; and</p> <p>(d) The Related Services to be provided by the Supplier.</p> <p>34.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.</p> <p>34.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>34.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<p><b>35. Extensions of Time</b></p>	<p>35.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>35.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an</p>

	extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.
<b>36. Termination</b>	<p><b>36.1 Termination for Default</b></p> <ul style="list-style-type: none"> <li>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part: <ul style="list-style-type: none"> <li>(i) If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;</li> <li>(ii) If the Supplier fails to perform any other obligation under the Contract; or</li> <li>(iii) If the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.</li> </ul> </li> <li>(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 36.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</li> </ul> <p><b>36.2 Termination for Insolvency</b></p> <ul style="list-style-type: none"> <li>(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.</li> </ul>

	<p><b>36.3 Termination for Convenience</b></p> <p>(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective;</p> <p>(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(i) To have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.</p>
<b>37. Assignment</b>	<p>37.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.</p>
<b>38. Export Restriction</b>	<p>38.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the AFD that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of</p>

	<p>the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.</p>
<b>39. Cyber Security</b>	<p>39.1 Pursuant to the SCC, the Supplier, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Supplier, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.</p>
<b>40. Supply, installation, testing, commissioning, and acceptance of the system</b>	<p>40.1 Project Manager</p> <p>If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Purchaser shall appoint and notify the Supplier in writing of the name of the Project Manager. The Purchaser may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. Unless otherwise specified in the SCC (if any), the Project Manager shall have the authority to represent the Purchaser on all day-to-day matters relating to the System or arising from the Contract, and shall normally</p>

	<p>be the person giving or receiving notices on behalf of the Purchaser pursuant to GCC Clause 4.</p> <p>40.2 Supplier's Representative</p> <p>40.2.1 If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Purchaser in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier's Representative. If the Purchaser does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Purchaser objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 18.2.1.</p> <p>40.2.2 Unless otherwise specified in the SCC (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier pursuant to GCC Clause 4.</p> <p>40.2.3 The Supplier shall not revoke the appointment of the Supplier's Representative without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative, pursuant to the procedure set out in GCC Clause 18.2.1.</p> <p>40.2.4 The Supplier's Representative and staff are obliged to work closely with the Purchaser's Project Manager and staff, act within their own authority, and abide by directives issued by the Purchaser that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of the Supplier's Personnel.</p>
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40.2.5 The Supplier's Representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.

40.2.6 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

#### 40.3 Removal of Supplier's Personnel

40.3.1 The Project Manager may require the Supplier to remove (or cause to be removed) the Supplier's Representative or any other person employed by the Supplier in the execution of the Contract, who:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;
- (f) has been recruited from the Purchaser's Personnel;
- (g) engages in any other behaviour which breaches the Code of Conduct, as applicable;

If appropriate, the Supplier shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Supplier shall take immediate action as appropriate in

	<p>response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from work on the System, any person Employed by the Supplier in the execution of the Contract who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.</p> <p>40.3.2 If any representative or person employed by the Supplier is removed in accordance with GCC Clause 18.3.1, the Supplier shall, where required, promptly appoint a suitable replacement with equivalent skills and experience.</p>
<b>41. Project Plan</b>	<p><b>41. Project Plan</b></p> <p>41.1 In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Supplier's proposal, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Technical Requirements.</p> <p>41.2 Unless otherwise specified in the SCC, within thirty (30) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Purchaser. Such submission to the Purchaser shall include any applicable environmental and social management plan to manage environmental and social risks and impacts. The Purchaser shall, within fourteen (14) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called "non-conformities" below). The Supplier shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Purchaser. The Purchaser shall, within five (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Purchaser shall provide confirmation in writing to the Supplier. This approved Project Plan ("the Agreed Project Plan") shall be</p>

	contractually binding on the Purchaser and the Supplier.
41.3	If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 39 and 40.
41.4	The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed Project Plan and the Contract.
41.5	Unless otherwise specified in the SCC, the Supplier shall submit to the Purchaser Monthly Progress Reports summarizing: <ul style="list-style-type: none"> <li>(i) results accomplished during the prior period;</li> <li>(ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;</li> <li>(iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;</li> <li>(iv) other issues and outstanding problems; proposed actions to be taken;</li> <li>(v) resources that the Supplier expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;</li> <li>(vi) status of compliance to environmental and social requirements, as applicable;</li> <li>(vii) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.</li> </ul>
41.6	The Supplier shall submit to the Purchaser other (periodic) reports as specified in the SCC.
41.7	Immediate Reporting requirement  The Supplier shall inform the Project Manager immediately of any allegation, incident or accident in Project Site/s, which has or is likely to have a

	<p>significant adverse effect on the environment, the affected communities, the public, Purchaser's Personnel or Supplier's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; any cyber security incidents as specified in the SCC; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.</p> <p>The Supplier, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Purchaser of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Contract which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Purchaser's Personnel or Supplier's Personnel. The notification shall provide sufficient detail regarding such incidents or accidents.</p> <p>The Supplier shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Purchaser.</p> <p>The Purchaser shall require its Subcontractors to immediately notify it of any incidents or accidents referred to in this Sub- Clause.</p>
<b>42. Design and Engineering</b>	<p><b>42.1 Technical Specifications and Drawings</b></p> <p><b>42.1.1</b> The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.</p> <p>The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions</p>

	<p>are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.</p> <p>42.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Project Manager.</p> <p>42.2 Codes and Standards</p> <p>Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of proposal submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with GCC Clause 39.3.</p> <p>42.3 Approval/Review of Controlling Technical Documents by the Project Manager</p> <p>42.3.1 Unless otherwise specified in the SCC, there will NO Controlling Technical Documents required. However, if the SCC specifies Controlling Technical Documents, the Supplier shall prepare and furnish such documents for the Project Manager's approval or review.</p> <p>Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents. GCC Clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.</p> <p>42.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the</p>
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	<p>Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.</p> <p>42.3.3 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.</p> <p>42.3.4 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.</p> <p>42.3.5 If any dispute occurs between the Purchaser and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 43.1 (Adjudication). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Purchaser has not given notice under GCC Clause 43.1.2,</p> <p>42.3.6 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information</p>
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	<p>furnished in writing to the Supplier by or on behalf of the Purchaser.</p> <p>42.3.7 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.</p>
<b>43. Procurement, Delivery and Transport</b>	<p>43.1 Subject to related Purchaser's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.</p> <p>43.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.</p> <p>43.3 Early or partial deliveries require the explicit written consent of the Purchaser, which consent shall not be unreasonably withheld.</p> <p>43.4 Transportation</p> <p>43.4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Purchaser's instructions to the Supplier.</p> <p>43.4.2 The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms. Unless otherwise specified in the SCC, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.</p>

	<p>43.5 Unless otherwise specified in the SCC, the Supplier will provide the Purchaser with shipping and other documents, as specified below:</p> <p>43.5.1 For Goods supplied from outside the Purchaser's Country:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the insurance company contracted by the Supplier to provide cargo insurance by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate, with a copy to the cargo insurance company:</p> <ul style="list-style-type: none"><li>(a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;</li><li>(b) usual transportation documents;</li><li>(c) insurance certificate;</li><li>(d) certificate(s) of origin; and</li><li>(e) estimated time and point of arrival in the Purchaser's Country and at the site.</li></ul> <p>43.5.2 For Goods supplied locally (i.e., from within the Purchaser's country):</p> <p>Upon shipment, the Supplier shall notify the Purchaser by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate:</p> <ul style="list-style-type: none"><li>(a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;</li><li>(b) delivery note, railway receipt, or truck receipt;</li><li>(c) certificate of insurance;</li><li>(d) certificate(s) of origin; and</li><li>(e) estimated time of arrival at the site.</li></ul>
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<b>44. Product Upgrades</b>	<p>44.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its proposal and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause 39 (Changes to the System).</p> <p>44.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser's Country, pursuant to GCC Clause 39 (Changes to the System).</p> <p>44.3 During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its proposal.</p> <p>44.4 Unless otherwise specified in the SCC, during the Warranty Period, the Supplier will provide at no additional cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's country, and no later than twelve (12) months after they are released in the country of origin of the Software.</p> <p>44.5 The Purchaser shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided</p>

	<p>that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty four (36) months after the Purchaser receives a production-ready copy of a subsequent version, release, or update. The Purchaser shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the thirty-six-month-long stop date.</p>
<b>45. Implementation, Installation, and Other Services</b>	<p>45.1 The Supplier shall provide all Services specified in the Contract and Agreed Project Plan in accordance with the highest standards of professional competence and integrity.</p> <p>45.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its proposal) and shall not exceed the prevailing rates charged by the Supplier to other purchasers in the Purchaser's Country for similar services.</p>
<b>46. Inspections and Tests</b>	<p>46.1 The Purchaser or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/or conformity to the Contract at the point of delivery and/or at the Project Site.</p> <p>46.2 The Purchaser or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Purchaser shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.</p>

	<p>46.3 Should the inspected or tested components fail to conform to the Contract, the Purchaser may reject the component(s), and the Supplier shall either replace the rejected component(s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Purchaser.</p> <p>46.4 If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 43 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.</p>
<p><b>47. Installation of the System</b></p>	<p>47.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed Project Plan, the Supplier shall so notify the Purchaser in writing.</p> <p>47.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section in the request for proposals document, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance</p>

	<p>Testing, notify the Purchaser in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause 26.2 shall be repeated, as necessary, until an Installation Certificate is issued.</p> <p>47.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, or if the Purchaser puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Purchaser put the System into production operation, as the case may be.</p>
<b>48. Commissioning and Operational Acceptance</b>	<p><b>48.1 Commissioning</b></p> <p>48.1.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier:</p> <ul style="list-style-type: none"> <li>(a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or</li> <li>(b) as otherwise specified in the Technical Requirement or the Agreed Project Plan; or</li> <li>(c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3.</li> </ul> <p>27.1.2 The Purchaser shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning.</p> <p>Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing. Unless specified in project plan i.e in case agile mode is used.</p> <p><b>48.2 Operational Acceptance Tests</b></p> <p>48.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Purchaser (in accordance with GCC Clause 10.9), but</p>

shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s]), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's proposal, including, but not restricted to, the functional and technical performance requirements. Unless otherwise specified in the SCC, the Operational Acceptance Tests during Commissioning will be conducted as specified in the Technical Requirements and/or the Agreed Project Plan.

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

48.2.2 If for reasons attributable to the Purchaser, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by the Purchaser and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.

#### 48.3 Operational Acceptance

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

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

	<p>other agreed-upon period as specified in GCC Clause 27.2.2 above; or</p> <p>(c) the Purchaser has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Purchaser and document such use.</p> <p>48.3.2 At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.</p> <p>48.3.3 After consultation with the Purchaser, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:</p> <p>(a) issue an Operational Acceptance Certificate; or</p> <p>(b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or</p> <p>(c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.</p> <p>48.3.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Purchaser, and the Purchaser, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Purchaser of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The Purchaser shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.</p>
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	<p>48.3.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, then either:</p> <p>(a) the Purchaser may consider terminating the Contract, pursuant to GCC Clause 41.2.2;</p> <p>or</p> <p>(b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Purchaser to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.</p> <p>48.3.6 If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice.</p> <p>48.4 Partial Acceptance</p> <p>48.4.1 If so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.</p> <p>48.4.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major components and</p>
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	<p>Subsystems have been supplied, installed, tested, and commissioned.</p> <p>48.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Purchaser or Supplier.</p>
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### Section IX. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1(i)</b>	The Purchaser's country is: <b><i>Rwanda</i></b>
<b>GCC 1.1(j)</b>	The Purchaser is: <b><i>Rwanda Space Agency</i></b>
<b>GCC 1.1 (o)</b>	The Project Site(s)/Named Place of Destination(s) is/are: <b><i>Rwanda Space Agency offices.</i></b>
<b>GCC 4.2</b>	The meaning of the trade terms shall be as prescribed by Incoterms. The version edition of Incoterms shall be Incoterms <b>DDP, 2012.</b>
<b>GCC 5.1</b>	The governing and communication language shall be <b>English</b>
<b>GCC 7.1</b>	Goods and services from countries under embargo from France, the European Union or the United Nations are not eligible.
<b>GCC 8.1</b>	For notices, the Purchaser's address shall be: RSA Headquarters Attention: Procurement Unit Street Address: KG 17 Ave City: Kigali ZIP Code: 62025 Country: Rwanda Telephone: +250 788319893 Electronic mail address: <b>procurement@space.gov.rw</b>
<b>GCC 9.1</b>	The governing law shall be the law of: <b><i>the Republic of Rwanda</i></b>
<b>GCC 10.2</b>	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: <b>Kigali International Arbitration Centre (KIAC)</b>
<b>GCC 13.1</b>	<b>For Goods supplied from abroad:</b> Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or by electronic way previously agreed between parties the full details of the shipment, including Contract number, description of Goods, quantity, the mode of transport, the bill of lading number and date, place of loading, date of shipment, place of

	<p>discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>(i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) Original and ____ copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and ____ copies of nonnegotiable bill of lading;</li> <li>(iii) Copies of the packing list identifying contents of each package;</li> <li>(iv) Insurance certificate;</li> <li>(v) Manufacturer's or Supplier's warranty certificate;</li> <li>(vi) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(vii) Certificate of origin.</li> </ul> <p>The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><b>For Goods from within the Purchaser's country:</b></p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> <li>(i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) delivery note, railway receipt, or truck receipt;</li> <li>(iii) Manufacturer's or Supplier's warranty certificate;</li> <li>(iv) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(v) certificate of origin.</li> </ul> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
	<p>The prices charged for the Goods supplied and the related Services performed <b><i>shall not</i></b> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment [<i>see attachment to these SCC for a sample Price Adjustment Formula</i>]</p>

GCC 16.1	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in (</p> <hr/> <p>) [<i>currency of the Contract Price</i>] in the following manner:</p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser;</li> <li>(ii) <b>On Shipment:</b> Eighty (80) percent of the Contract Price of the Goods shipped shall be paid [through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country], upon submission of documents specified in GCC Clause 13;</li> <li>(iii) <b>On Acceptance:</b> Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</li> </ul> <p>Payment of local currency portion shall be made in _____ [<i>currency</i>] within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p><b>Payment for Goods and Services supplied from within the Purchaser's country:</b></p> <p>Payment for Goods and Services supplied from within the Purchaser's country shall be made in ____ [<i>currency</i>], as follows:</p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser;</li> <li>(ii) <b>On Delivery:</b> Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13;</li> <li>(iii) <b>On Acceptance:</b> The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the</li> </ul>
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	date of the acceptance certificate for the respective delivery issued by the Purchaser.
<b>GCC 16.1</b>	Payment to the Supplier of the amounts due in each currency shall be made into the following bank accounts: <i>[insert bank account details at the time of contract signing]</i>
<b>GCC 16.5</b>	Not Applicable
<b>GCC 17.3</b>	All relevant local taxes shall apply to the contract
<b>GCC 18.1</b>	The amount of the Performance Security shall be: <b>10% of the contract amount</b>
<b>GCC 18.3</b>	The Performance Security shall be in the form of: <b>a Bank Guarantee</b> The Performance security shall be denominated in <b>the currencies of payment of the Contract,</b>
<b>GCC 18.4</b>	Discharge of the Performance Security shall take place: <b>100% after successful delivery .</b>
<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be: <b>Rwanda Space Agency.</b>
<b>GCC 24.1</b>	The insurance coverage shall be as specified in the Incoterms.
<b>GCC 25.1</b>	Responsibility for transportation of the Goods shall be as specified in the Incoterms <b>DDP 2012</b>
<b>GCC 25.2</b>	Incidental services to be provided are: <i>[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
<b>GCC 26.1</b>	The inspections and tests shall be: <b>as specified in II - Schedule of Requirements"</b>
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at: <b>Rwanda Space Agency office, City of Kigali-Rwanda</b>
<b>GCC 27.1</b>	The liquidated damage shall be: <b>one thousandth (1‰) of the total value of the procurement contract for each day of delay</b>
<b>GCC 27.1</b>	The maximum amount of liquidated damages <b>shall not exceeding 5% of the total contract amount</b>

<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be: <b>three (3) years</b></p> <p>For purposes of the Warranty, the named place(s) of destination(s) shall be:</p> <p><b><i>Rwanda Space Agency, City of Kigali-Rwanda.</i></b></p> <p><b><i>Sample provision</i></b></p> <p>GCC 28.3—In partial modification of the provisions, the warranty period shall be ____ hours of operation or ____ months from date of acceptance of the Goods or (____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4;</p> <p><b>OR</b></p> <p>(b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (____).</p>
<b>GCC 28.5 and GCC 28.6</b>	The period for repair or replacement shall be: <b>1 day.</b>

## **Appendix 1 to Special Conditions of Contract - Corrupt and Fraudulent Practices Policy and Social and Environmental Responsibility**

### **1. Corrupt and Fraudulent Practices**

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Suppliers, contractors, subcontractors, consultants or subconsultants permit the AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by the AFD.

The AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- (b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or sub consultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to the AFD to remedy the situation, including by failing to inform the AFD at the time they knew of such practices.

The AFD defines, for the purposes of this provision, the terms set forth below as follows:

- (a) Corruption of a Public Officer means:
  - (i) The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity; or
  - (ii) The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity.

(b) A Public Officer shall be construed as meaning:

- (i) Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;
- (ii) Any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
- (iii) Any other person defined as a Public Officer by the national laws of the country of the Contracting Authority.

(c) Corruption of a private person means:

- (i) The act of promising, offering or giving to any person other than a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
  - (ii) The act by which any person other than a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
- (d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.

(e) Anti-competitive practices mean:

- (i) Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
- (ii) Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
- (iii) Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

## **2. Social and Environmental Responsibility**

In order to promote sustainable development, the AFD seeks to ensure that internationally recognized environmental and social standards are complied with. Candidates for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

- (a) Comply with and ensure that all their subcontractors or sub consultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organization (ILO) and international environmental treaties;
- (b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

### Attachment: Price Adjustment Formula (Not Applicable )

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 15.1 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[ a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- $P_1$  = adjustment amount payable to the Supplier;
- $P_0$  = Contract Price (base price);
- $a$  = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent;
- $b$  = estimated percentage of labor component in the Contract Price;
- $c$  = estimated percentage of material component in the Contract Price;
- $L_0, L_1$  = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively;
- $M_0, M_1$  = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients  $a$ ,  $b$ , and  $c$  as specified by the Purchaser are as follows:

- $a = [\text{insert value of coefficient}]$
- $b = [\text{insert value of coefficient}]$
- $c = [\text{insert value of coefficient}]$

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment =  $[\text{insert number of weeks}]$  weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall

be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment;

- (b) If the currency in which the Contract Price  $P_0$  is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above;
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

### **Section X. Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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**Letter of Acceptance**

*[letterhead paper of the Purchaser]*

*[date]*

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

Subject: **Notification of Award Contract No.** \_\_\_\_\_

This is to notify you that your Bid dated \_\_\_\_\_ *[insert date]* for execution of the \_\_\_\_\_ *[insert name of the contract and identification number, as given in the SCC]* for the Contract Price of \_\_\_\_\_ *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our institution.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X, Contract Forms, of the Bidding Documents.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Institution: \_\_\_\_\_

**Attachment: Contract Agreement**

## Contract Agreement

THIS AGREEMENT made

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

BETWEEN

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

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [ *insert brief description of Goods and Services* ] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [ *insert Contract Price in words and figures, expressed in the Contract currency (ies)* ] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) The Letter of Acceptance;
  - (b) The Bid Submission Form and Appendix to Bid Submission Form (including the signed Statement of Integrity);
  - (c) The Addenda Nos. \_\_\_\_ (if any);
  - (d) Special Conditions of Contract;
  - (e) General Conditions of Contract;
  - (f) The Specification (including Schedule of Requirements and Technical Specifications);
  - (g) The completed Bidding Forms (including Price Schedules);

- (h) Any other document listed in GCC as forming part of the Contract.
3. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
  4. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
  5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

In the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

In the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

**Performance Security (Bank Guarantee)**

**Beneficiary:** *[Insert name and Address of Purchaser]*

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

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

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*

(      ) *[insert amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2... and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_  
*[signature(s)]*

### Advance Payment Security

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Purchaser]*

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

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*

(\_\_\_\_\_) *[insert amount in words]* upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) Has used the advance payment for purposes other than toward delivery of Goods; or
- (b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the

*[insert date]*., whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758.

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*[signature(s)]*