

**STANDARD PROCUREMENT DOCUMENT**

# **Request for Bids Information Systems**

**Design, Supply and Installation  
of Tax and Revenue Management System  
(TaRMS)**

*Bid N0: ICB-ZIMRA-AfDB-01/2021*

*Issue Date: 16th August, 2021*

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# Request for Bids

## Information Systems

### (Design, Supply and Installation)

#### (Without Prequalification)

**Purchaser:** *Zimbabwe Revenue Authority (ZIMRA)*

**Project:** *Tax and Accountability Enhancement Project (TAEP)*

Project ID: P-ZW-KFO-012

**Contract Title:** *Design, Supply, and Installation of Tax and Revenue Management System (TaRMS)*

**Country:** *Republic of Zimbabwe*

**Grant Number:** 2100155046633

**RFB No:** *ICB-ZIMRA-AfDB-01/2021*

**Issued on:** *16th August, 2021*

1. The Zimbabwe Revenue Authority (ZIMRA) has received financing from the African Development Bank (AfDB), toward the cost of the Tax and Accountability Enhancement Project (TAEP), and intends to apply part of the proceeds toward payments under the contract for the Design, Supply, and Installation of an Information System to be known as the Tax and Revenue Management System (TaRMS).
2. ZIMRA now invites sealed Bids from eligible Bidders for the provision of Tax and Revenue Management System (TaRMS), including, server systems, information security systems, and implementation and support services.
3. Bidding will be conducted through Open Competitive Bidding International (OCBI) as specified in the African Development Bank's (AfDB's) Procurement Policy for Bank Group Funded Operations, released August, 2015; with specific emphasis to Section 4.3 of the procurement policy and its applicability to the TaRMS bid process; and is open to all eligible Bidders as defined in the Procurement Rules and Procedures.
4. Interested eligible Bidders may obtain further information from ZIMRA, and inspect the bidding documents at the address given below during office hours 10:00AM to 16:00 hours.
5. A complete set of bidding document in English Language may be purchased by interested eligible Bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee of US\$50 or an equivalent amount in a freely convertible currency. The method of payment will be Telegraphic Transfer, Cashier's Cheque, or Bank Draft. The document will be sent by email softcopy.

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For purchasing of bid document, bidders shall pay by Telegraphic Transfer, Cashier's Cheque, or Bank Draft paid to:

**Account Name:** Zimbabwe Revenue Authority  
**Account Number:** 01120772590189  
**Bank Name:** CBZ  
**Bank Address:** P.O. BOX 3313, HARARE  
**SWIFT Code:** COBZZWHAXXX

Correspondent Bank Details (if applicable):

1. **Currency** USD  
Correspondent Bank Bank of China, Beijing, China.  
SWIFT BIC code BKCHCNBJXXX  
Account Number 778400002647
2. **Currency** ZAR  
Correspondent Bank: FirstRand Bank (FNB), South Africa  
SWIFT BIC code: FIRNZAJJ  
Account Number: 9013482
3. **Currency** EUR  
Correspondent Bank AKTIF BANK, TURKEY  
SWIFT BIC code CAYTTRIS  
Account Number TR500014300000000005714408
4. **Currency** GBP  
Correspondent Bank AKTIF BANK, TURKEY  
SWIFT BIC code CAYTTRIS  
Account Number TR120014300000000005714413

In addition to the bidding documents, all bids **MUST** be accompanied by:

- a. A Valid/ Original Business Registration Certificate or Business Licenses in conformity with the provisions of the laws of the country of the bidders;
  - b. A Valid/ Up-to-date Original Copy of Tax Clearance Certificate from the relevant authority in compliance with the provisions of the laws of the country of the bidders;
  - c. Audited Financial Statements of the bidders for the last Three (3) Financial Years;
6. Sealed Bids must be delivered to the address below on or before 11th October, 2021 at 13:00hrs prompt (*Please note that Zimbabwe is GMT+2*). Electronic bidding will **not be** permitted. Late bids **will be rejected**. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below on [11th October, 2021 at 13:00hrs prompt (GMT+2)].

**Address for Obtaining Information, Inspection, Purchasing and Collection of Bidding Documents:**

**Attention:** The Procurement Director

**Division:** Procurement Management Unit

**Address:** Zimbabwe Revenue Authority, 6th Floor ZB Centre, Cnr. Kwame Nkrumah Avenue/ First Street, P.O. Box 4360, Harare, Republic of Zimbabwe.

**Phone:** +263 242 790811 Extension 317.

**Email:** [jtarume@zimra.co.zw](mailto:jtarume@zimra.co.zw) and [gmakwangudze@zimra.co.zw](mailto:gmakwangudze@zimra.co.zw)

Requests for clarifications should be received by the Purchaser not later than: ***Fourteen (14) days prior to bid opening date.***

7. All Bids must be accompanied by a Bid Security of USD 60,000 (Sixty Thousand United States Dollars).
8. "Attention is drawn to the Procurement Regulations requiring ZIMRA as the Purchaser to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document."
9. The address (es) referred to above is: [Zimbabwe Revenue Authority, 6th Floor ZB Centre, Cnr. Kwame Nkrumah Avenue/ First Street, P.O. Box 4360, Harare, Republic of Zimbabwe].

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# **PART 1 – BIDDING PROCEDURES**

## SECTION I - INSTRUCTIONS TO BIDDERS (ITB)

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## Section I - Instructions to Bidders

### A. GENERAL

#### 1. Scope of Bid

- 1.1 The Purchaser, as indicated **in the BDS**, or its duly authorized Purchasing Agent if so specified **in the BDS** (interchangeably referred to as “the Purchaser”) issues this bidding document for the supply and installation of the Information System as specified in Section VII, Purchaser’s Requirements. The name, identification and number of lots (contracts) of this RFB are specified **in the BDS**.
- 1.2 Unless otherwise stated, throughout this bidding document definitions and interpretations shall be as prescribed herein and in the Section VIII, General Conditions of Contract.
- 1.3 Throughout this bidding document:
  - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
  - (b) if the context so requires, “singular” means “plural” and vice versa; and
  - (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.

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- 2. Source of Funds**
- 2.1 The Purchaser (hereinafter called “ZIMRA”) indicated **in the BDS** has applied for or received financing (hereinafter called “funds”) from African Development Fund (hereinafter called “the Bank” or “AfDB”) in an amount specified **in the BDS** toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.
- 2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of equipment, materials or any other goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
- 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the African Development Bank Group’s Sanctions Framework, as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, 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 JV, 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 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. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

4.2 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:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (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
- (e) any of its affiliates participates as a consultant in the preparation of the design or technical specifications of the Information System that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the Contract implementation; or
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document 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 manner acceptable to the Bank throughout the Bidding process and execution of the Contract.

- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate as a Bidder or as JV member in more than one Bid except for permitted alternative Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. However, this does not limit the participation of a Bidder as subcontractor in another Bid or of a firm as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the African Development Bank Group's Sanctions Framework, shall be ineligible to be initially selected for, prequalified for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.6 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
- 4.7 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the

Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

- 4.9 This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 15.2.
- 4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.11 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

## **5. Eligible Goods and Services**

- 5.1 The Information Systems to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For the purposes of this bidding document, the term "Information System" means all:
- (a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational; and
  - (b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Bidder and as specified in the Contract.

- 5.3 For purposes of ITB 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 characteristics or in purpose or utility from its components.

## **B. CONTENTS OF BIDDING DOCUMENT**

### **6. Sections of Bidding Document**

- 6.1 The bidding document consists 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:

#### **PART 1 - Bidding Procedures**

Section I -Instructions to Bidders (ITB)

Section II - Bid Data Sheet (BDS)

Section III -Evaluation and Qualification Criteria

Section IV -Bidding Forms

Section V -Eligible Countries

Section VI -Fraud and Corruption

#### **PART 2 - Purchaser’s Requirements**

Section VII -Requirements of the Information System (IS), including:

- Technical Requirements
- Implementation Schedule
- System Inventory Tables
- Background and Informational Materials

#### **PART 3 - Contract**

Section VIII - General Conditions of Contract

Section IX -Special Conditions of Contract

Section X - Contract Forms

- 6.2 The Specific Procurement Notice – Request for Bids (RFB) issued by the Purchaser is not part of this bidding document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.
- 7. Clarification of Bidding Document, Site Visit, Pre-bid Meeting**
- 7.1 As a mandatory, ZIMRA will require all prospective bidders who would have bought the bidding documents to submit contact email addresses for correspondence purposes or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The bidders will send questions for clarifications to the purchaser via email to emails provided by the Purchaser indicated in the bidding document. The purchaser will respond to questions and provide clarification to ALL bidders via e-mail to email addresses provided by the bidders, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the Purchaser deem it necessary to amend the bidding document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 23.2.
- 7.2 The site visit shall be held through a virtual conference that shall take into consideration the Bidders' different time zones. The Purchaser will allow the Bidders to submit through email, a list of the infrastructure and other requirements that they may require to view. The consolidated requirements and the responses thereto shall be shared during the site visit and thereafter shared through email with all Bidders. The recording of the meeting will be shared with all Bidders after the site visit. The costs of visiting the site shall be at the Bidder's own expense.

- 7.3 The Purchaser may use Conference technology capable of recording and shooting of videos of proceedings during the site visit. Such videos and recordings shall be shared with all bidders irrespective of whether they had requested for the information.
- 7.4 The pre-bid meeting shall be held through a virtual conference that shall take into consideration the Bidders' different time zones. All queries received from Bidders and all responses provided by the Purchaser during the virtual pre-bid meeting shall be shared with all Bidders via Bidders' supplied contact email addresses.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.
- 7.6 Minutes of the pre-Bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3 via Bidders' supplied contact email addresses. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting.
- 7.7 Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document 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.
- 8.3 To give prospective 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 23.2.

## **C. PREPARATION OF BIDS**

- 9. Cost of Bidding**
- 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.

## 10. Language of Bid

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 specified **in the BDS**. 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 in the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

## 11. Documents Comprising the Bid

11.1 The Bid submitted by the Bidder shall comprise the following:

- (a) **Letter of Bid** prepared in accordance with ITB 12;
- (b) **Price Schedules** completed in accordance with ITB 12 and ITB 17;
- (c) **Bid Security or Bid-Securing Declaration** in accordance with ITB 20;
- (d) **Alternative Bid**: if permissible, in accordance with ITB 13;
- (e) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;
- (f) **Eligibility of Information System**: documentary evidence established in accordance with ITB 14.1 that the Information System offered by the Bidder in its Bid or in any alternative Bid, if permitted, are eligible;
- (g) **Bidder's Eligibility**: documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
- (h) **Conformity**: documentary evidence established in accordance with ITB 16 that the Information System offered by the Bidder conform to the bidding document;
- (i) **Subcontractors**: list of subcontractors, in accordance with ITB 16.4;
- (j) **Intellectual Property**: a list of: Intellectual Property as defined in GCC Clause 15;

- (i) all Software included in the Bid, assigning each item to one of the software categories defined in GCC Clause 1.1 (c):
  - a. System, General Purpose, and Application Software; or
  - b. Standard and Custom Software;
- (ii) all Custom Materials, as defined in GCC Clause 1.1 (c), included in the Bid;

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

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

- (k) any other document required **in the BDS**.

- 11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members indicating at least the parts of the Information System to be executed by the respective members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement indicating at least the parts of the Information System to be executed by the respective members.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

## **12. Letter of Bid and Price Schedules**

- 12.1 The Bidder shall complete the Letter of Bid, including the appropriate Price Schedules, 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 21.3. All blank spaces shall be filled in with the information requested.

## **13. Alternative Bids**

- 13.1 The BDS indicates whether alternative Bids are allowed. If they are allowed, the **BDS** will also indicate whether they are permitted in accordance with ITB 13.3, or invited in accordance with ITB13.2 and/or ITB 13.4.

- 13.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included **in the BDS**, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Purchaser's requirements as described in the bidding document must also provide: (i) a price at which they are prepared to offer an Information System meeting the Purchaser's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Purchaser, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Purchaser.
- 13.4 When Bidders are invited **in the BDS** to submit alternative technical solutions for specified parts of the system, such parts shall be described in Section VII, Purchaser's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Information System shall be considered by the Purchaser on their own merits, pursuant to ITB 35.
- 14. Documents**  
**Establishing the Eligibility of the Information System**
- 14.1 To establish the eligibility of the Information System in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 15. Documents**  
**Establishing the Eligibility and Qualifications of the Bidder**
- 15.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 15.2 In the event that prequalification of potential Bidders has been undertaken as stated **in the BDS**, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.
- 16. Documents**  
**Establishing**
- 16.1 Pursuant to ITB 11.1 (h), the Bidder shall furnish, as part of its Bid documents establishing the conformity to the bidding

**Conformity of the Information System**

documents of the Information System that the Bidder proposes to design, supply and install under the Contract

16.2 The documentary evidence of conformity of the Information System to the bidding documents including:

- (a) Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Preliminary Project Plan must also address any other topics **specified in the BDS**. In addition, the Preliminary Project Plan should state the Bidder's assessment of what it expects the Purchaser and any other party involved in the implementation of the Information System to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties;
- (b) written confirmation that the Bidder accepts responsibility for the successful integration and interoperability of all components of the Information System as required by the bidding documents;
- (c) an item-by-item commentary on the Purchaser's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the Bidder is encouraged to use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Bidding Forms (Section IV). The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail;
- (d) support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and
- (e) any separate and enforceable contract(s) for Recurrent Cost items which the BDS ITB 17.2 required Bidders to bid.

- 16.3 References to brand names or model numbers or national or proprietary standards designated by the Purchaser in the bidding documents are intended to be descriptive and not restrictive. Except where explicitly **prohibited in the BDS** for specific items or standards, the Bidder may substitute alternative brand/model names or standards in its bid, provided that it demonstrates to the Purchaser's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.
- 16.4 For major items of the Information System as listed by the Purchaser in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Purchaser for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
- 16.5 The Bidder shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITB 4, and that any goods or services to be provided by the subcontractor comply with the requirements of ITB 5 and ITB 16.1.

## 17. Bid Prices

- 17.1 All Goods and Services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables in Section VII, and all other Goods and Services proposed by the Bidder to fulfill the requirements of the Information System, must be priced separately and summarized in the corresponding cost tables in the Sample Bidding Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below.
- 17.2 **Unless otherwise specified in the BDS**, the Bidder must also bid Recurrent Cost Items specified in the Technical Requirements, Recurrent Cost Sub-Table of the System Inventory Tables in Section VII (if any). These must be priced separately and summarized in the corresponding cost tables in the Sample Bidding Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below:

- (a) **if specified in the BDS**, the Bidder must also bid separate enforceable contracts for the Recurrent Cost Items not included in the main Contract;
  - (b) prices for Recurrent Costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the Information System and, if appropriate, of the Bidder's own allowance for price increases;
  - (c) prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xiii), shall be quoted as Service prices on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals.
- 17.3 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VII), and with GCC and SCC Clause 12 – Terms of Payment. Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables
- 17.4 The price of items that the Bidder has left blank in the cost tables provided in the Sample Bid Forms (Section IV) shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the bid and, provided that the bid is substantially responsive, an adjustment to the bid price will be made during bid evaluation in accordance with ITB 31.3.
- 17.5 The prices for Goods components of the Information System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of Incoterms **specified in the BDS**, as follows:
- (a) Goods supplied from outside the Purchaser's country:  
**Unless otherwise specified in the BDS**, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in the Purchaser's country. The named place of destination and special instructions for the contract of carriage are as specified in the SCC for GCC 1.1 (e) (iii).

In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country;

(b) Locally supplied Goods:

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

(c) Inland transportation.

- 17.6 **Unless otherwise stated in the BDS**, inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITB 17.5, whether the Goods are to be supplied locally or from outside the Purchaser's country, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITB 17.5 (a) specifies CIP, and the named places of destination are the Project Sites.
- 17.7 The price of Services shall be separated into their local and foreign currency components and where appropriate, broken down into unit prices. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/or apply in the Purchaser's country on/to the price of the Services invoiced to the Purchaser, if the Contract is awarded.
- 17.8 **Unless otherwise specified in the BDS**, the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the Purchaser or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these bidding documents (as, e.g., a requirement for the Bidder to include the travel and subsistence costs of trainees).

- 17.9 **Unless otherwise specified in the BDS**, prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.
- 18. Currencies of Bid and Payment**
- 18.1 The currency(ies) of the Bid and currencies of payment shall be the same. 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 specified **in the BDS**.
- 18.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.
- 19. Period of Validity of Bids**
- 19.1 Bids shall remain valid for the period specified **in the BDS** after the Bid submission deadline date prescribed by the Purchaser in accordance with ITB 23.1. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 19.2 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 20.1, it shall also be extended for twenty-eight days (28) beyond the deadline of the extended validity period. A Bidder may refuse the request 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 19.3.
- 19.3 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:
- (a) in case of fixed price contracts, the contract price shall be the Bid price adjusted by a factor or factors specified **in the BDS**;
  - (b) in the case of an adjustable price contracts, no adjustments shall be made;
  - (c) in any case, Bid evaluation shall be based on the Bid Price without taking into consideration the applicable correction from those indicated above.



**20. Bid Security**

20.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.

20.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.

20.3 If a Bid Security is specified pursuant to ITB 20.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a non-bank financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security indicated **in the BDS**,

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required.

20.4 In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Purchaser prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight days (28) beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 19.2.

20.5 If a Bid Security or a Bid-Securing Declaration is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Purchaser as non-responsive.

- 20.6 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB 48.
- 20.7 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.
- 20.8 The Bid Security may be forfeited or the Bid-Securing Declaration executed:
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 47; or
    - (ii) furnish a performance security in accordance with ITB 48.
- 20.9 The Bid Security or the Bid-Securing Declaration of a JV shall 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 the 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.
- 20.10 If a Bid Security is not required **in the BDS**, and;
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 19.2; or
  - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 47; or furnish a Performance Security in accordance with ITB 48;
- the Purchaser may, if provided for **in the BDS**, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time as stated **in the BDS**.

**21. Format and Signing of Bid**

- 21.1 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 specified **in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 21.3 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 as specified **in the BDS** 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.
- 21.4 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.
- 21.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

**D. SUBMISSION AND OPENING OF BIDS****22. Submission, Sealing and Marking of Bids**

- 22.1 The Bidder shall deliver the Bid in a single, sealed envelope (one (1) envelope process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
  - (b) in an envelope marked “COPIES”, all required copies of the Bid; and,
  - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:

- (i) in an envelope marked “ORIGINAL – ALTERNATIVE BID”, the alternative Bid; and
- (ii) in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.

22.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB 23.1;
- (c) bear the specific identification of this Bidding process indicated in accordance with ITB 1.1; and
- (d) bear a warning not to open before the time and date for Bid opening.

22.3 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.

### **23. Deadline for Submission of Bids**

23.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

23.2 The Purchaser may, at its discretion, extend this deadline for 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 will thereafter be subject to the deadline as extended.

### **24. Late Bids**

24.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

**25. Withdrawal, Substitution, and Modification of Bids**

- 25.1 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 in accordance with ITB 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
  - (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.
- 25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.
- 25.3 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 Letter of Bid or any extension thereof.

**26. Bid Opening**

- 26.1 Except as in the cases specified in ITB 24 and ITB 25.2, the Purchaser shall conduct the Bid opening in public, in the presence of Bidders` designated representatives and anyone who chooses to attend, and at the address, date and time specified **in the BDS**. The bid opening procedures shall also be done virtually that bidders representatives who do not attend in person will have the opportunity to partake remotely via the virtual connection. Connection details shall be transmitted to each bidder via bidder's contact email address. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified **in the BDS**.
- 26.2 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.
- 26.3 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.

- 26.4 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 opened and read out at Bid opening shall be considered further.
- 26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative Bids, and indicating whether there is a modification; the presence or absence of a Bid Security or Bid-Securing Declaration; and any other details as the Purchaser may consider appropriate.
- 26.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the BDS**.
- 26.7 The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).
- 26.8 (i) The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  - (b) the Bid Price, per lot if applicable, including any discounts;
  - (c) any alternative Bids; and
  - (d) the presence or absence of a Bid Security or a Bid-Securing Declaration.
- (ii) The Purchaser shall electronically record the bid opening proceedings, and shall share the recording with all the Bidders after the bid opening process is completed.
- 26.9 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.

## **E. Evaluation and Comparison of Bids**

- 27. Confidentiality**
- 27.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 42.
- 27.2 Any effort by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB 27.2, 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 should do so in writing.
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. 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 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 32.
- 28.2 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.

**29. Deviations,  
Reservations,  
and Omissions**

- 29.1 During the evaluation of Bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the bidding document;
  - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - (c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

**30. Determination of  
Responsiveness**

- 30.1 The Purchaser’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB11.
- 30.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that;
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Information System specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser’s rights or the Bidder’s obligations under the proposed Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 30.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section VII, Purchaser’s Requirements have been met without any material deviation, reservation, or omission.
- 30.4 To be considered for Contract award, Bidders must have submitted Bids:



- (a) for which detailed Bid evaluation using the same standards for compliance determination as listed in ITB 29 and ITB 30.3 confirms that the Bids are commercially and technically responsive, and include the hardware, Software, related equipment, products, Materials, and other Goods and Services components of the Information System in substantially the full required quantities for the entire Information System or, if allowed in the BDS ITB 35.8, the individual Subsystem, lot or slice Bid on; and are deemed by the Purchaser as commercially and technically responsive; and
- (b) that offer Information Technologies that are proven to perform up to the standards promised in the bid by having successfully passed the performance, benchmark, and/or functionality tests the Purchaser may require, pursuant to ITB 39.3.

**31. Nonmaterial  
Nonconformities**

- 31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission.
- 31.2 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.
- 31.3 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 comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS.**

**32. Correction of  
Arithmetical  
Errors**

- 32.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
  - (b) where there are errors between the total of the amounts of Schedule Nos. 1 to 5 and the amount given in Schedule

No. 6 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and

- (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.

32.2 A Bidder shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1 shall result in the rejection of the Bid.

**33. Conversion to Single Currency**

33.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified **in the BDS**.

**34. Margin of Preference**

34.1 No margin of domestic preference shall apply.

**35. Evaluation of Bids**

35.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid.

**Preliminary Examination**

35.2 The Purchaser will examine the bids, to determine whether they have been properly signed, whether required sureties have been furnished, whether any computational errors have been made, whether required sureties have been furnished and are substantially complete (e.g., not missing key parts of the bid or silent on excessively large portions of the Technical Requirements). In the case where a pre-qualification process was undertaken for the Contract(s) for which these bidding documents have been issued, the Purchaser will ensure that each bid is from a pre-qualified bidder and, in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the pre-qualification

**Technical Evaluation**

35.3 The Purchaser will examine the information supplied by the Bidders Pursuant to ITB 11 and ITB 16, and in response to other requirements in the Bidding document, taking into account the following factors:

- (a) overall completeness and compliance with the Technical Requirements; and deviations from the Technical Requirements;
- (b) suitability of the Information System offered in relation to the conditions prevailing at the site; and the suitability of the implementation and other services proposed, as described in the Preliminary Project Plan included in the bid;
- (c) achievement of specified performance criteria by the Information System;
- (d) compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by Bidders, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the bid;
- (e) type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the Information System;
- (f) any other relevant technical factors that the Purchaser deems necessary or prudent to take into consideration;
- (g) any proposed deviations in the bid to the contractual and technical provisions stipulated in the bidding documents.

35.4 If specified **in the BDS**, the Purchaser's evaluation of responsive Bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive Bid using the formula, specified in Section III, Evaluation and Qualification Criteria, which permits a comprehensive assessment of the Bid cost and the technical merits of each Bid

35.5 Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Purchaser will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

### **Economic Evaluation**

35.6 To evaluate a Bid, the Purchaser shall consider the following:

- (a) the Bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;
- (c) price adjustment due to discounts offered in accordance with ITB26.8;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 33; and
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;
- (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.

35.7 If price adjustment is allowed in accordance with ITB 17.9, 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.

35.8 The Purchaser will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB 30. The evaluation will be performed assuming either that:

- (a) the Contract will be awarded to the Most Advantageous Bid for the entire Information System; or
- (b) if specified **in the BDS**, Contracts will be awarded to the Bidders for each individual Subsystem, lot, or slice defined in the Technical Requirements whose Bids result in the Most Advantageous Bid/Bids for the entire System.

In the latter case, discounts that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Bids. Such discounts will be considered in the evaluation of bids as specified **in the BDS**.

### 36. Comparison of Bids

36.1 The Purchaser shall compare all substantially responsive Bids in accordance with ITB 35.6 to determine the lowest evaluated cost.

### 37. Abnormally Low Bids

37.1 An Abnormally Low Bid is one where the Bid price in combination with other constituent elements of the Bid appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.

- 37.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 37.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Purchaser shall reject the Bid.

**38. Unbalanced or Front Loaded Bids**

- 38.1 If the Bid that is evaluated as the lowest evaluated cost is, in the Purchaser's opinion, seriously unbalanced or front loaded the Purchaser may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of information systems, installations, proposed methodology, schedule and any other requirements of the bidding document.
- 38.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Purchaser may:
- (a) accept the Bid; or
  - (b) if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Bidder, to a level not exceeding twenty percent (20%) of the Contract Price; or
  - (c) reject the Bid.

**39. Eligibility and Qualification of the Bidder**

- 39.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15.
- 39.3 **Unless otherwise specified in the BDS**, the Purchaser will NOT carry out tests at the time of post-qualification, to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements. However, if **so specified in the BDS** the Purchaser may carry out such tests **as detailed in the BDS**.

- 39.4 An affirmative determination in the form of client reference checks with bidders' references of similar projects/ contracts 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 cost or best evaluated Bid, as the case may be to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 39.5 The capabilities of the manufacturers and subcontractors proposed by the Bidder that is determined to have offered the Most Advantageous Bid for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the Bid price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.
- 40. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 40.1 The Purchaser reserves the right to accept or reject any Bid, and 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.
- 41. Standstill Period**
- 41.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 42. Notification of Intention to Award**
- 42.1 The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;

- (b) the Contract price of the successful Bid;
- (c) the total combined score of the successful Bid;
- (d) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated prices and technical scores (if applicable);
- (e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;
- (f) the expiry date of the Standstill Period; and
- (g) instructions on how to request a debriefing or submit a complaint during the standstill period;

## F. AWARD OF CONTRACT

### 43. Award Criteria

- 43.1 Subject to ITB 40, the Purchaser shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. The determination of the Most Advantageous Bid will be made in accordance to one of the two options as defined **in the BDS**. The methodology options are:
- (a) when **rated criteria are used**: The Bidder that meets the qualification criteria and whose Bid:
    - (i) is substantially responsive; and
    - (ii) is the best evaluated Bid (i.e. the Bid with the highest combined technical/quality/price score); or
  - (b) when **rated criteria are not used**: The Bidder that meets the qualification criteria and whose Bid has been determined to be:
    - (i) substantially responsive to the bidding document; and
    - (ii) the lowest evaluated cost.

- 44. Purchaser's Right to Vary Quantities at Time of Award**
- 44.1 The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage(s) for items as indicated in the BDS.
- 45. Notification of Award**
- 45.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 41.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 45.2 Within ten (10) Business days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Purchaser;
  - (b) name and reference number of the contract being awarded, and the selection method used;
  - (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
  - (d) name of Bidders whose Bids were rejected and the reasons for their rejection;
  - (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
  - (f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 47.1.
- 45.3 The Contract Award Notice shall be published on the Purchaser's website with free access if available, or in at least one newspaper of national circulation in the Purchaser's Country, or in the official gazette. The Purchaser shall also publish the Contract Award Notice in UNDB online.
- 45.4 Until a formal contract is prepared and executed, the Notification of Award shall constitute a binding Contract.



**46. Debriefing by the Purchaser**

- 46.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 42, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
- 46.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.
- 46.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 46.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

**47. Signing of Contract**

- 47.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.
- 47.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.
- 47.3 Notwithstanding ITB 47.2 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 Information System to be supplied, where such export restrictions arise from trade regulations from a country supplying those Information System, 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 Bank that signing of the Contract 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 Information System under the terms of the Contract.

**48. Performance Security**

48.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the General Conditions, subject to ITB 38.2 (b), 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 Performance Security shall have a correspondent financial institution located in the Purchaser's Country.

48.2 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. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.

**49. Adjudicator**

49.1 Unless **the BDS** states otherwise, the Purchaser proposes that the person named **in the BDS** be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GCC Clause 43.1. In this case, a résumé of the named person is attached to the BDS. The proposed hourly fee for the Adjudicator is specified in the BDS. The expenses that would be considered reimbursable to the Adjudicator are also specified **in the BDS**. If a Bidder does not accept the Adjudicator proposed by the Purchaser, it should state its non-acceptance in its Bid Form and make a counterproposal of an Adjudicator and an hourly fee, attaching a résumé of the alternative. If the successful Bidder and the Adjudicator nominated **in the BDS** happen to be from the same country, and this is not the country of the Purchaser too, the Purchaser reserves the right to cancel the Adjudicator nominated **in the BDS** and propose a new one. If by the day the Contract is signed, the Purchaser and the successful Bidder have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the SCC clause relating

to GCC Clause 43.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.

**50. Procurement  
Related  
Complaint**

50.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

## SECTION II - BID DATA SHEET (BDS)

The following specific data for the Information System 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 Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids is : <i>ICB-ZIMRA-AfDB-01/2021</i></p> <p>The Purchaser is: <i>Zimbabwe Revenue Authority</i></p> <p>The name of the RFB is: <i>Design, Supply, and Installation of Tax and Revenue Management System (TaRMS)</i></p> <p><b>The number and identification of lots (contracts) comprising this RFB is one (1).</b></p>
ITB 1.3 (a)	Electronic procurement is " <i>not permitted</i> "
ITB 2.1	<p>The Borrower is: <i>Republic of Zimbabwe</i></p> <p>Loan or Financing Agreement amount: <i>UA 7.6 million</i></p> <p>The name of the Project is: <i>Tax and Accountability Enhancement Project (TAEP)</i></p>
ITB 4.1	Maximum number of members in the JV shall be: <i>Three (3)</i>
ITB 4.5	<p>A list of debarred firms and individuals is available on the Bank's external website:</p> <p><a href="https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures">https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures</a></p>
B. Bidding Document	
ITB 7.1	<p>For <u>Clarification of Bid purposes</u> only, the Purchaser's address is:</p> <p>Attention: <i>The Director Procurement.</i></p> <p>Division: <i>Procurement Management Unit.</i></p> <p><i>Address: Zimbabwe Revenue Authority, 6th Floor ZB Centre, Cnr. Kwame Nkrumah Avenue/ First Street, P.O. Box: 4360, Harare, Republic of Zimbabwe.</i></p>

	<p>Phone: <b>+263 242 790811 Extension 317.</b></p> <p>Email: <a href="mailto:jtarume@zimra.co.zw">jtarume@zimra.co.zw</a> and <a href="mailto:gmakwangudze@zimra.co.zw">gmakwangudze@zimra.co.zw</a></p> <p>Requests for clarifications should be received by the Purchaser not later than: <b>fourteen (14) days prior to bid opening date.</b></p>
<b>ITB 7.1</b>	Web pages: <b>UNDB Online; ZIMRA Website; AfDB Website</b>
<b>ITB 7.4</b>	<p>A <b>Pre-Bid meeting</b> will be held <b>Virtually</b> on:</p> <p>Date: <b>13th September, 2021</b></p> <p>Time: <b>10:00HRS GMT +2</b> shall be communicated to each bidder taking into consideration the various time zones of the respective bidders.</p>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	<p>The language of the Bid is: <b>"English Language"</b></p> <p>All correspondence exchange shall be in <b>"English Language"</b>.</p>
<b>ITB 13.1</b>	Alternative Bids are <b>"not permitted"</b> .
<b>ITB 13.2</b>	Alternatives to the Time Schedule <b>"not applicable"</b> .
<b>ITB 13.4</b>	Alternative technical solutions <b>"not applicable"</b> .
<b>ITB 15.2</b>	Prequalification <b>" has not been undertaken "</b> .
<b>ITB 16.2 (a)</b>	<p>In addition to the topics described in ITB Clause 16.2 (a), the Preliminary Project Plan must address the following topics:</p> <ul style="list-style-type: none"> <li>(i) <b>Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);</b></li> <li>(ii) <b>Implementation Sub-Plan;</b></li> <li>(iii) <b>Training Sub-Plan;</b></li> <li>(iv) <b>Testing and Quality Assurance Sub-Plan;</b></li> <li>(v) <b>Warranty Defect Repair and Technical Support Service Sub-Plan.</b></li> <li>(vi) <b>Vendor Authorization for the proposed TaRMS software solution.</b></li> <li>(vii) <b>Manufacturer Authorization for the underlying infrastructure (servers, storage systems, security appliances Etc.) hosting the application.</b></li> <li>(viii) <b>Manufacturer Authorization for Any other equipment/ hardware to be used by the bidder in the implementation of the TaRMS as a complete suite.</b></li> </ul>

<b>ITB 16.3</b>	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Bidders are required to offer specific brand names and models for the following limited number of specific items:  <i>"Not applicable"</i> .
<b>ITB 17.2</b>	The Bidder <i>"must"</i> bid Recurrent Cost Items.
<b>ITB 17.2</b>	The Bidder <i>"must not"</i> bid for contracts of Recurrent Cost Items not included in the main Contract.
<b>ITB 17.5</b>	The Incoterms edition is: <i>"2010 - ICC rules for the use of domestic and international trade terms, published, by the International Chamber of Commerce, Paris <a href="https://www.iccwbo.org">https://www.iccwbo.org</a>"</i>
<b>ITB 17.5 (a)</b>	Named place of destination is: <i>Zimbabwe Revenue Authority (ZIMRA), Harare, Republic of Zimbabwe</i>
<b>ITB 17.6</b>	Named place of final destination (or Project site) is: <i>Zimbabwe Revenue Authority (ZIMRA), Harare, Republic of Zimbabwe</i>
<b>ITB 17.8</b>	ITB 17.8 is modified as follows: <i>"there is no modification"</i>
<b>ITB 17.9</b>	The prices quoted by the Bidder <i>"shall not"</i> be subject to adjustment during the performance of the Contract.
<b>ITB 18.1</b>	The Bidder <i>"is not"</i> required to quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.
<b>ITB 19.1</b>	The Bid validity period shall be <i>"120 days"; from date of bid opening</i> . Therefore, bids shall be valid through to <i>16th December, 2021</i> .
<b>ITB 19.3 (a)</b>	The Bid price shall be adjusted by the following factor(s):  <i>"The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension"</i> .
<b>ITB 20.1</b>	A Bid Security <i>"shall be"</i> required.  The amount and currency of the Bid Security shall be: <i>"US\$60,000 (Sixty Thousand United States Dollars or equivalent in any freely convertible currency "</i> .

<b>ITB 20.3</b>	Other types of acceptable securities: <i>none</i>
<b>ITB 20.10</b>	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Purchaser will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of " <b>Three (3)</b> " years.
<b>ITB 21.1</b>	In addition to the original of the Bid, the number of copies is: " <b>Four (4)</b> ".
<b>ITB 21.3</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: " <b>Power of Attorney</b> ".
<b>D. Submission and Opening of Bids</b>	
<b>ITB 23.1</b>	<p>For <b><u>Bid submission purposes only</u></b>, the Purchaser's address is:  Zimbabwe Revenue Authority  Reception, 6<sup>th</sup> Floor ZB Centre, Cnr. Kwame Nkrumah Avenue/ First Street,  Harare, Republic of Zimbabwe.</p> <hr/> <p><b>The deadline for Bid submission is:</b>  Time: 13:00hrs (GMT +2).  Date: 11th October, 2021.</p> <hr/>
<b>ITB 23.1</b>	Bidders " <b>shall not</b> " have the option of submitting their Bids electronically.
<b>ITB 26.1</b>	<p><b>The Bid opening shall take place at:</b>  Zimbabwe Revenue Authority  7th Floor Boardroom, ZB Centre, Cnr. Kwame Nkrumah Avenue/ First Street,  Harare, Republic of Zimbabwe.</p> <hr/> <p>Date: 11th October, 2021.</p> <hr/> <p>The electronic Bid opening procedures shall be: "<b>not applicable</b>".</p>

<b>ITB 26.6</b>	The Letter of Bid and Price Schedules shall be initialed by " <i>Two (2)</i> " representatives of the Purchaser conducting Bid opening.												
<b>E. Evaluation, and Comparison of Bids</b>													
<b>ITB 31.3</b>	The adjustment shall be based on the " <i>highest</i> " price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate. If the missing Goods and Services are a scored technical feature, the relevant score will be set at zero.												
<b>ITB 33.1</b>	<p>The currency(ies) of the Bid shall be converted into a single currency as follows: <i>United States Dollars.</i></p> <p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies into a single currency is: <i>United States Dollars.</i></p> <p>The source of exchange rate shall be: <i>The Reserve Bank of Zimbabwe.</i></p> <p>The date for the exchange rate shall be: <i>11 October, 2021 not earlier than 28 days prior to the deadline for submission of the Bids, nor later than the original date for the expiry of Bid validity.</i></p>												
<b>ITB 35.4</b>	<p>The Purchaser's evaluation of responsive Bids "<i>will take</i>" into account technical factors, in addition to cost factors as specified in Section III, Bid Evaluation and Qualification Criteria.</p> <p><b><u>Percentage Weight for Price and Technical</u></b></p> <p>The weight for "<b>Price/ Cost, X</b>" is: <b>30%</b>.</p> <p>The weight for "<b>Technical, T</b>" is: <b>70%</b>.</p> <p>The following table lists the <i>Technical</i> scoring matrix/ weights:</p> <table border="1" data-bbox="407 1524 1451 1896"> <thead> <tr> <th data-bbox="407 1524 493 1665">S/N</th> <th data-bbox="493 1524 1235 1665">Technical Evaluation Criteria</th> <th data-bbox="1235 1524 1451 1665">Weight/ Max. Score %</th> </tr> </thead> <tbody> <tr> <td data-bbox="407 1665 493 1728">1.</td> <td data-bbox="493 1665 1235 1728">Project Approach and Implementation Schedule</td> <td data-bbox="1235 1665 1451 1728">5</td> </tr> <tr> <td data-bbox="407 1728 493 1791">2.</td> <td data-bbox="493 1728 1235 1791">Proposed Key Staff/ Consultants</td> <td data-bbox="1235 1728 1451 1791">10</td> </tr> <tr> <td data-bbox="407 1791 493 1896">3.</td> <td data-bbox="493 1791 1235 1896">Compliance/ Responsiveness to the Technical Requirements of the bid document</td> <td data-bbox="1235 1791 1451 1896">15</td> </tr> </tbody> </table>	S/N	Technical Evaluation Criteria	Weight/ Max. Score %	1.	Project Approach and Implementation Schedule	5	2.	Proposed Key Staff/ Consultants	10	3.	Compliance/ Responsiveness to the Technical Requirements of the bid document	15
S/N	Technical Evaluation Criteria	Weight/ Max. Score %											
1.	Project Approach and Implementation Schedule	5											
2.	Proposed Key Staff/ Consultants	10											
3.	Compliance/ Responsiveness to the Technical Requirements of the bid document	15											



	4.	Compliance/ Responsiveness to the Functional Requirements of the bid document	15
	5.	Product/ Functionalities demo of bidders proposed TaRMS Solution	35
	6.	Proposed Support Services and SLA	10
	7.	Source code for e-Services/ Portal	10
		<b>Total Score</b>	<b>100</b>
	<p>The passing score for bidder's bid proposal to be considered as technically compliant is 70%. Failure to score 70% of the technical evaluation shall render bidder's proposal non-responsive.</p> <p>The evaluation committee on commencement of bids evaluations shall then determine the percentage distribution within an evaluation criteria, within the percentage ceiling of each of the criteria as presented in the above technical scoring/ matrix.</p>		
<b>ITB 35.8</b>	<p>Bids for Subsystems, lots, or slices of the overall Information System "<b>will not</b>" be accepted.</p> <p>Discount that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Bids and such discounts "<b>shall not</b>" be considered in the price evaluation.</p>		
<b>ITB 39.3</b>	<p>As additional qualification measures, the Information System (or components/parts of it) offered by the Bidder with the Most Advantageous Bid may be subjected to the following tests and performance benchmarks prior to Contract award: "<b>not applicable</b>".</p>		
<b>F. AWARD OF CONTRACT</b>			
<b>ITB 43</b>	<p>The award will be made on the basis of "<b>rated</b>" criteria pursuant to ITB 35.7, if applicable, in accordance with Section III, Evaluation and Qualification Criteria.</p>		
<b>ITB 44</b>	<p>The maximum percentage by which quantities may be increased is: <b>15%</b>.</p> <p>The maximum percentage by which quantities may be decreased is: <b>15%</b>.</p> <p>The items for which the Purchaser may increase or decrease the quantities are the following:</p> <p>(1) Software components.</p> <p>(2) Hardware/ equipment that are related to the TaRMS infrastructure.</p>		

<b>ITB 47.1</b>	The successful Bidder " <i>shall</i> " submit the Beneficial Ownership Disclosure Form.
<b>ITB 49</b>	<p>The proposed Adjudicator is: <i>The International Chambers of Commerce; 33-43 Avenue de President Wilson, 75116, Paris, France.</i></p> <p>The proposed hourly fee is [USD100].</p>
<b>ITB 50.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the AfDB's Procurement Policy for Bank Group Funded Operations, released August, 2015; with specific emphasis to Section 4.3 of the procurement policy and its applicability to the TaRMS bid process. If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p style="padding-left: 40px;"><b>For the attention: <i>Mr. Rameck Masaire</i></b></p> <p style="padding-left: 40px;"><b>Title/position: <i>Acting Commissioner General</i></b></p> <p style="padding-left: 40px;"><b>Purchaser: <i>Zimbabwe Revenue Authority</i></b></p> <p style="padding-left: 40px;"><b>Email address: <i>rmasaire@zimra.co.zw</i></b></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of the Bidding Documents; and</li> <li>2. the Purchaser's decision to award the contract.</li> </ol>



**SECTION III - EVALUATION AND QUALIFICATION  
CRITERIA  
(WITHOUT PREQUALIFICATION)**

This Section contains all the criteria that the Purchaser shall use to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

## 1. Combined Evaluation

The Purchaser will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB 30.

If indicated by the BDS, the Purchaser's evaluation of responsive Bids will take into account technical factors, in addition to cost factors.

In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

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

where

$C$  = Evaluated Bid Price

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

$T$  = the total Technical Score awarded to the Bid

$T_{high}$  = the Technical Score achieved by the Bid that was scored best among all responsive Bids

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

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder was prequalified and/or it was found to be qualified to perform the Contract in accordance with ITB 39.

## 2. Technical Evaluation (ITB 35.3 and ITB 35.4)

If, in addition to the cost factors, the Purchaser has chosen to give weight to important technical factors (i.e., the price weight, X, is less than 1 in the evaluation), the Total Technical Points assigned to each Bid in the Evaluated Bid Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the Bid in accordance with the criteria set forth below.

- (a) The technical features to be evaluated are generally defined below and specifically identified **in the BDS**:
  - (i) Performance, capacity, or functionality features that either exceed levels specified as mandatory in the Technical Requirements; and/or influence the life-cycle cost and effectiveness of the Information System.
  - (ii) Usability features, such as ease of use, ease of administration, or ease of expansion, which influence the life-cycle cost and effectiveness of the Information System.

- (iii) The quality of the Bidder’s Preliminary Project Plan as evidenced by the thoroughness, reasonableness, and responsiveness of: (a) the task and resource schedules, both general and specific, and (b) the proposed arrangements for management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified by the Purchaser in Section VII, Technical Requirements or proposed by the Bidder based on the Bidder’s experience.
  - (iv) Any sustainable procurement requirement if specified in Section VII-Requirements of the Information System.
- (b) Feature scores will be grouped into a small number of evaluation categories, generally defined below and specifically identified in the BDS, namely:
- (i) The technical features that reflect how well the Information System meets the Purchaser’s Business Requirements (including quality assurance and risk-containment measures associated with the implementation of the Information System).
  - (ii) The technical features that reflect how well the Information System meets the System’s Functional Performance Standards.
  - (iii) The technical features that reflect how well the Information System meets the General Technical Requirements for hardware, network and communications, Software, and Services.
- (c) As specified **in the BDS**, each category will be given a weight and within each category each feature may also be given a weight.
- (d) During the evaluation process, the evaluation committee will assign each desirable/preferred feature a whole number score from 0 to 4, where 0 means that the feature is absent, and 1 to 4 either represent predefined values for desirable features amenable to an objective way of rating (as is the case for, e.g., extra memory, or extra mass storage capacity, etc., if these extras would be conducive for the utility of the system), or if the feature represents a desirable functionality (e.g., of a software package) or a quality improving the prospects for a successful implementation (such as the strengths of the proposed project staff, the methodology, the elaboration of the project plan, etc., in the bid), the scoring will be 1 for the feature being present but showing deficiencies; 2 for meeting the requirements; 3 for marginally exceeding the requirements; and 4 for significantly exceeding the requirements.
- (e) The score for each feature (i) within a category (j) will be combined with the scores of features in the same category as a weighted sum to form the Category Technical Score using the following formula:

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

where:

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

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

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

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

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

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

where:

$S_j$  = the Category Technical Score of category “j”

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

$n$  = the number of categories

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

In addition to the criteria listed in ITB 35.3 (a) and (e), the following factors shall apply:

---

### 3. Economic Evaluation

The following factors and methods will apply:

**(a) Time Schedule:**

Time to complete the Information System from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities is: \_\_\_\_\_. No credit will be given for earlier completion.

**or**

Time to complete the Information System from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities shall be between **Eighteen (18) months** minimum and **Twenty (20) months** maximum. The adjustment rate in the event of completion beyond the minimum period shall be **10%** for each week of delay from that minimum period. No credit will be given for completion earlier than the minimum designated period. Bids offering a completion date beyond the maximum designated period shall be rejected.

**(b) Recurrent Costs**

Since the operation and maintenance of the system being procured form a major part of the implementation, the resulting recurrent costs will be evaluated according to the principles given hereafter, including the cost of recurrent cost items for the initial period of operation stated below, based on prices furnished by each Bidder in Price Schedule Nos. 3.3 and 3.5.

Recurrent cost items for post- warranty service period if subject to evaluation shall be included in the main contract or a separate contract signed together with the main contract.

Such costs shall be added to the Bid price for evaluation.

Option 1: The recurrent costs factors for calculation of the implementation schedule are:

- (i) number of years for implementation
- (ii) hardware maintenance
- (iii) software licenses and updates
- (iv) technical services
- (v) telecommunication services, and
- (vi) other services (if any).

The Recurrent Costs (R) are reduced to net present value and determined using the following formula:

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

where

$N$  = number of years of the Warranty Period, defined in SCC Clause 29.4

$M$  = number of years of the Post-Warranty Services Period, as defined in SCC Clause 1.1.(e) (xii)

$x$  = an index number 1, 2, 3, ...  $N + M$  representing each year of the combined Warranty Service and Post-Warranty Service Periods.

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

$I$  = discount rate to be used for the Net Present Value calculation, as **specified in the BDS 35.3.**

**or** Option 2:

Reference to the methodology specified in the Specification or elsewhere in the bidding document.



**(c) Specific additional criteria**

The relevant evaluation method, if any, shall be as follows:

---

**4. Technical alternatives**

If invited in accordance with ITB 13.4, will be evaluated as follows:

.....  
.....

## 2. Qualification

Factor	<b>2.1 ELIGIBILITY</b>					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
All members combined			Each member	At least one member		
2.1.1 Nationality	Nationality in accordance with ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –2.1.1 and 2.1.2, with attachments
2.1.2 Conflict of Interest	No- conflicts of interests as described in ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Bid
2.1.3 Bank Ineligibility	Not having been declared ineligible by the Bank as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Bid
2.1.4 State owned Entity of the Borrower country	Compliance with conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –2.1.1 and 2.1.2, with attachments

<b>Factor</b>	<b>2.1 ELIGIBILITY</b>					
<b>Sub-Factor</b>	Criteria					<b>Documentation Required</b>
	<b>Requirement</b>	<b>Bidder</b>				
		<b>Single Entity</b>	<b>Joint Venture (existing or intended)</b>			
2.1.5 <u>United Nations resolution or Borrower’s country law</u>	Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8		Must meet requirement	Must meet requirement	Must meet requirement	N / A

<b>Factor</b>	<b>2.2 HISTORICAL CONTRACT NON-PERFORMANCE</b>					
<b>Sub-Factor</b>	Criteria					<b>Documentation Required</b>
	<b>Requirement</b>	<b>Bidder</b>				
		<b>Single Entity</b>	<b>Joint Venture (existing or intended)</b>			
				<b>All members combined</b>	<b>Each member</b>	<b>At least one member</b>

1.

2.2.1 History of non-performing contracts	Non-performance of a contract <sup>1</sup> did not occur as a result of Bidder's default since 1 <sup>st</sup> January 2018.	Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement <sup>2</sup>	N / A	Form CON - 2
2.2.2 Suspension	Not under suspension based on execution of a Bid Securing Declaration or Proposal Securing Declaration pursuant to ITB 4.7 and ITB 20.10	Must meet requirement	N / A	Must meet requirement	N / A	Letter of Bid
2.2.3 Pending Litigation	Bidder's financial position and prospective long term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Bidder.	Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement	N / A	Form CON – 2

<sup>1</sup>Nonperformance, as decided by the Purchaser, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Purchaser decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.

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

Factor	<b>2.3 FINANCIAL SITUATION</b>					
Sub-Factor	Criteria				Documentation Required	
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
All members combined			Each member	At least one member		
<p><b>2.3.1 Historical Financial Performance</b></p>	<p>Submission of audited financial statements, for the last Three (3) years to demonstrate the current soundness of the Bidders financial position and its prospective long term profitability.</p>	<p>Must meet requirement</p>	<p>N / A</p>	<p>N/A</p>	<p>The lead JV partner/ member must meet this requirement in case of a JV. Accordingly, the lead JV partner/ member must be the application/ software provider</p>	<p>Form FIN – 2.3.1 with attachments</p>
<p><b>2.3.2 Average Annual Turnover</b></p>	<p>Minimum annual average turnover of US\$3 million (Three Million United States Dollars), calculated as total certified payments received for contracts in progress or completed, within the last Five (5) years.</p>	<p>Must meet requirement</p>	<p>N/A</p>	<p>N/A</p>	<p>The lead JV partner/ member must meet this requirement in case of a JV. Accordingly, the lead JV partner/ member must be the application/ software</p>	<p>Form FIN – 2.3.2</p>

<b>Factor</b>	<b>2.3 FINANCIAL SITUATION</b>					
<b>Sub-Factor</b>	Criteria					<b>Documentation Required</b>
	<b>Requirement</b>	<b>Bidder</b>				
		<b>Single Entity</b>	<b>Joint Venture (existing or intended)</b>			
<b>All members combined</b>			<b>Each member</b>	<b>At least one member</b>		
					provider	
<b>2.3.3 Financial Resources</b>	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the following cash-flow requirement: US\$3m (Three Million United States Dollars).	Must meet requirement	N/A	N/A	One of the Partners in the JV must meet this requirement.	Form FIN –2.3.3

Factor	<b>2.4 EXPERIENCE</b>					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
All members combined			Each member	At least one member		
<b>2.4.1 General Experience</b>	Experience under Information System contracts in the role of prime supplier, management contractor, or JV member for the last Eight (8) years prior to the applications submission deadline.	Must meet requirement	N / A	N/A	The lead JV partner/ member must meet this requirement in case of a JV. Accordingly, the lead JV partner/ member must be the application/ software provider	Form EXP-2.4.1
<b>2.4.2 Specific Experience</b>	Bidders must have delivered similar TaRMS solution and operationally accepted in at least Two (2) Tax/ Revenue Administration Contracts within the last eight (8) years, with each contract value of at least US\$3 million (Three Million United States Dollars), that have been successfully and substantially completed (Operational Acceptance).	Must meet requirement	N/A	N / A	The lead JV partner/ member must meet this requirement in case of a JV. Accordingly, the lead JV partner/ member must be the application/	Form EXP 2.4.2

<b>Factor</b>	<b>2.4 EXPERIENCE</b>					
<b>Sub-Factor</b>	Criteria					<b>Documentation Required</b>
	<b>Requirement</b>	<b>Bidder</b>				
		<b>Single Entity</b>	<b>Joint Venture (existing or intended)</b>			
<b>All members combined</b>			<b>Each member</b>	<b>At least one member</b>		
					software provider	



### **Additional Important Bidders Qualification Information**

1. Bidders proposed TaRMS solution must be a Commercial Off The Shelf (COTS) with all components/ modules/ functionalities seamlessly integrated as a single suite.
2. Bidders must submit their bids with written Manufacturer Authorization for (1) Their proposed TaRMS software solution (2) The underlying infrastructure (servers, storage systems, Etc.) hosting the application (3) Any other equipment/ hardware to be used by the bidder in the implementation of the TaRMS as a complete suite.

### **2.5 Key Personnel**

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

<b>S/N</b>	<b>Designation</b>	<b>Education (Minimum)</b>	<b>General Professional Experience (Minimum)</b>	<b>Professional Experience Relevant to this assignment (minimum)</b>	<b>Experience in the Implementation of Tax/ Revenue Administration Projects</b>
1.	Project Manager	Advanced/ Post Graduate Degree in Project Management, Accounting, Finance, Economics, ICT, related field.	12 Years	10 Years	2 Projects minimum
2.	Functional Implementation Leads- for all the functional delivery of the TaRMS (Systems Analysts, Programming Experts, etc.)	Degree in Business Administration, Accounting, Finance, Economics, ICT, related field.	10 Years	8 Years	2 Projects Minimum
3.	Technical Implementation Leads- for all the technical delivery of the TaRMS (Database Experts, Information Security	Degree in ICT, Engineering, MIS, related field.	10 Years	8 Years	2 Projects Minimum

	Experts, System Administrators, etc.)				
4.	Integration and Interface Technical- Leads	Degree in ICT, MIS, related field.	10 Years	8 Years	2 Projects Minimum
5.	Training Lead/ Manager	Degree in Business Administration, Accounting, Finance, Economics, ICT, related field.	10 Years	8 Years	2 Projects Minimum
6.	Quality Assurance Lead/ Manager	Degree in Business Administration, Accounting, Finance, Economics, ICT, related field.	10 Years	8 Years	2 Projects Minimum

### **Important Notes on Bidders Proposed Personnel/ Consultants**

1. Bidders proposed consultants must sign that they aware of this bid opportunity (TaRMS by ZIMRA) and accepted for bidders to use their CVs/ resumes as part of bidders bid proposal;
2. An authority representing the bidder must countersign that consultants CVs/ resumes are true representation of the consultant and that if there is any misrepresentation of facts, both bidder and consultant are liable for debarment by the AfDB as part of the consequences for submitting misleading information to gain an unfair advantage in a competitive procurement process;
3. The minimum number of projects as defined in the personnel requirements must be submitted by bidders with projects detailed information. Details must include Project Name, Purchaser/ Location, Project/ Contract Amount, Project Effectives/ Signed Date; Project Closure/ End Date/ Date of accomplishment of Operational Acceptance, Supplier/ Contractor, Consultant's Role in the Project; etc. among the list of evidences to be submitted by bidders.

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

### **2.6 Subcontractors/vendors/manufacturers**

Subcontractors/vendors/manufacturers for the following major items of supply or services must meet the following minimum criteria, herein listed for that item:

***Subcontracting is permitted for any component of the TaRMS delivery except for the core software/ application.***

<b>Item No.</b>	<b>Description of Item</b>	<b>Minimum Criteria to be met</b>
1		
2		
3		
...		

Failure to comply with this requirement will result in rejection of the subcontractor/vendor.

In the case of a Bidder who offers to supply and install major items of supply under the contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer's authorization, using the form provided in Section IV, showing that the Bidder has been duly authorized by the manufacturer or producer of the related sub system or component to supply and install that item in the Purchaser's Country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and 5 and meets the minimum criteria listed above for that item.

## SECTION IV - BIDDING FORMS

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## Letter of Bid

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

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

**RFB No.:** *[insert number of RFB process]*

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

**To:** *[insert complete name of Purchaser]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to provide design, supply and installation services in conformity with the bidding document of the following: *[insert a brief description of the IS Design, Supply and Installation Services]*;
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*

*[Option 1, in case of one lot:] Total price is: [insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies];*

Or

*[Option 2, in case of multiple lots:] (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*

- (f) **Discounts:** The discounts offered and the methodology for their application are:

- (i) The discounts offered are: [*Specify in detail each discount offered.*]
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- (g) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS ITB 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS ITB 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (i) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the African Development Bank Group or a debarment imposed by the African Development Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the African Development Bank and other development banks. Further, we are not ineligible under the Purchaser’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];
- (l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- (m) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

**Name of the Bidder:** *\*[insert complete name of person signing the Bid]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\*[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

### 3. PRICE SCHEDULE FORMS

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#### Notes to Bidders on working with the Price Schedules

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##### General

1. The Price Schedules are divided into separate Schedules as follows:
  - 3.1 Grand Summary Cost Table
  - 3.2 Supply and Installation Cost Summary Table
  - 3.3 Recurrent Cost Summary Table
  - 3.4 Supply and Installation Cost Sub-Table(s)
  - 3.5 Recurrent Cost Sub-Tables(s)
  - 3.6 Country of Origin Code Table

*[insert: any other Schedules as appropriate ]*
2. The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Bidders shall have read the Technical Requirements and other sections of these bidding documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.
3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the bidding documents prior to submitting their bid.

##### Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder. As specified in the Bid Data Sheet, prices shall be fixed and firm for the duration of the Contract.
5. Bid prices shall be quoted in the manner indicated and in the currencies specified in ITB 18.1 and ITB 18.2. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these bidding documents.
6. The Bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder's overall total bid price substantially, make the bid noncompetitive, or subject the Bidder to possible loss. The Purchaser will correct any arithmetic error in accordance with the provisions of ITB 32.



7. Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITB 18.2, no more than three foreign currencies may be used.

### 3.1 Grand Summary Cost Table

		<i>[ insert: Local Currency ] Price</i>	<i>[ insert: Foreign Currency A ] Price</i>	<i>[ insert: Foreign Currency B ] Price</i>	<i>[ insert: Foreign Currency C ] Price</i>
1.	Supply and Installation Costs (from Supply and Installation Cost Summary Table)				
2.	Recurrent Costs (from Recurrent Cost Summary Table)				
4.	Grand Totals (to Bid Submission Form)				

Name of Bidder:		
Authorized Signature of Bidder:		

### 3.2 Supply and Installation Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with ITB 17 and 18.

Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	Supply & Installation Prices				
			Locally supplied items	Items supplied from outside the Purchaser’s Country			
			<i>[ insert: Local Currency ]</i> Price	<i>[ insert: Local Currency ]</i> Price	<i>[ insert: Foreign Currency A]</i> Price	<i>[ insert: Foreign Currency B]</i> Price	<i>[ insert: Foreign Currency C]</i> Price
0	Project Plan	--	--	--	--	--	--
1	Subsystem 1	1					
SUBTOTALS							
TOTAL (To Grand Summary Table)							

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

Name of Bidder:	
Authorized Signature of Bidder:	

### 3.3 Recurrent Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with ITB 17 and ITB 18.

<b>Line Item No.</b>	<b>Subsystem / Item</b>	<b>Recurrent Cost Sub-Table No.</b>	<i>[ insert: Local Currency ] Price</i>	<i>[ insert: Foreign Currency A ] Price</i>	<i>[ insert: Foreign Currency B ] Price</i>	<i>[ insert: Foreign Currency C ] Price</i>
y	Recurrent Cost Items					
y.1	_____	y.1				
	Subtotals (to Grand Summary Table)					

**Note:** Refer to the relevant Recurrent Cost Sub-Tables for the specific components that constitute the Subsystem or line item in this summary table.

Name of Bidder:		
Authorized Signature of Bidder:		

**3.4 Supply and Installation Cost Sub-Table [insert: identifying number]**

Line item number: [specify: *relevant line item number from the Supply and Installation Cost Summary Table (e.g., 1.1)*]

Prices, rates, and subtotals MUST be quoted in accordance with ITB 17 and ITB 18.

				Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country				Supplied Locally	Supplied from outside the Purchaser's Country			
Component No.	Component Description	Country of Origin Code	Quantity	[insert: local currency]	[insert: local currency]	[insert: foreign currency A]	[insert: foreign currency B]	[insert: foreign currency C]	[insert: local currency]	[insert: local currency]	[insert: foreign currency A]	[insert: foreign currency B]	[insert: foreign currency C]
X.1	_____	--	--	--	--	--	--	--					
Subtotals (to [insert: <i>line item</i> ] of Supply and Installation Cost Summary Table)													

**Note:** - - indicates not applicable.

Name of Bidder:	
Authorized Signature of Bidder:	

### 3.5 Recurrent Cost Sub-Table [*insert: identifying number*] -- Warranty Period

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

Line item number: [*specify: relevant line item number from the Recurrent Cost Summary Table–(e.g., y.1)*]

Currency: [*specify: the currency of the Recurrent Costs in which the costs expressed in this Sub-Table are expressed*]

[*As necessary for operation of the System, specify: the detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the Sub-Table as needed to cover each and every line item in the Recurrent Cost Summary Table that requires elaboration.*]

Costs MUST reflect prices and rates quoted in accordance with ITB 17 and ITB 18.

Component No.	Component	Maximum all-inclusive costs (for costs in [ <i>insert: currency</i> ])						Sub-total for [ <i>insert: currency</i> ]
		Y1	Y2	Y3	Y4	...	Yn	
1.	Hardware Maintenance	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty				
2.	Software Licenses & Updates	Incl. in Warranty						
2.1	System and General-Purpose Software	Incl. in Warranty						
2.2	Application, Standard and Custom Software	Incl. in Warranty						
3.	Technical Services							
3.1	Sr. Systems Analyst							

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

Name of Bidder:	
Authorized Signature of Bidder:	





## Form ELI 2.1.1 Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

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

RFB No.: *[insert number of Bidding process]*

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

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

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <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 4.6 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Purchaser</li> </ul>

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

**Form ELI 2.1.2**  
**Bidder's JV Members Information Form**

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].*

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

RFB No.: *[insert number of Bidding process]*

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

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

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Purchaser in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

**Form CON – 2**

**Historical Contract Non-Performance and Pending Litigation**

In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating

Bidder’s Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV member Legal Name: \_\_\_\_\_

RFB No.: \_\_\_\_\_

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

Non-Performing Contracts in accordance with Section III, Evaluation and Qualification Criteria			
Contract non-performance did not occur during the stipulated period, in accordance with Sub- Factor 2.2.1 of Section III, Evaluation Criteria			
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
No pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria			
Pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
_____	_____	Contract Identification: Name of Purchaser: Address of Purchaser: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Purchaser: Address of Purchaser: Matter in dispute:	_____

**Form EXP 2.4.1**

**Experience - General Experience**

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

JV Member Legal Name: \_\_\_\_\_

RFB No.: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages

Starting Month / Year	Ending Month / Year	Years *	Contract Identification	Role of Bidder
_____	_____		Contract name: Brief Description of the Information System performed by the Bidder: Name of Purchaser: Address:	_____
_____	_____		Contract name: Brief Description of the Information System performed by the Bidder: Name of Purchaser: Address:	_____
_____	_____		Contract name: Brief Description of the Information System performed by the Bidder: Name of Purchaser: Address:	_____
_____	_____		Contract name: Brief Description of the Information System performed by the Bidder: Name of Purchaser: Address:	_____

Starting Month / Year	Ending Month / Year	Years *	Contract Identification	Role of Bidder
_____	_____		Contract name: Brief Description of the Information System performed by the Bidder: Name of Purchaser: Address:	_____
_____	_____		Contract name: Brief Description of the Information System performed by the Bidder: Name of Purchaser: Address:	_____

\*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

**Form EXP – 2.4.2**  
**Specific Experience**

Bidder’s Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Member Legal Name: \_\_\_\_\_

RFB No.: \_\_\_\_\_

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

<b>Similar Contract Number: ___ of ___ required.</b>	<b>Information</b>		
Contract Identification	_____		
Award date Completion date	_____ _____		
Role in Contract	<input type="checkbox"/> Prime Supplier	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontract or
Total contract amount	_____		US\$ _____ _____
If member in a JV or subcontractor, specify participation of total contract amount	_____ %	_____	US\$ _____
Purchaser’s Name:	_____		
Address:	_____ _____		
Telephone/fax number:	_____		
E-mail:	_____		

**Form EXP – 2.4.2 (cont.)**  
**Specific Experience (cont.)**

Bidder’s Legal Name: \_\_\_\_\_

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

JV Member 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 2.4.2 of Section III:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Key Activities	_____



**Form CCC****Summary Sheet: Current Contract Commitments / Work in Progress**

Name of Bidder or partner of a Joint Venture
--

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

Name of contract	Purchaser, contact address/tel./fax	Value of outstanding Information System (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last 6 months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

**Form FIN – 2.3.1**  
**Financial Situation**

**Historical Financial Performance**

Bidder’s Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Member Legal Name: \_\_\_\_\_

RFB No.: \_\_\_\_\_

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

To be completed by the Bidder and, if JV, by each member

Financial information in US\$ equivalent	Historic information for previous _____ ( ) years (US\$ equivalent in 000s)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
<b>Information from Balance Sheet</b>							
<b>Total Assets (TA)</b>							
<b>Total Liabilities (TL)</b>							
<b>Net Worth (NW)</b>							
<b>Current Assets (CA)</b>							
<b>Current Liabilities (CL)</b>							
<b>Information from Income Statement</b>							
<b>Total Revenue (TR)</b>							
<b>Profits Before Taxes (PBT)</b>							

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- (a) Must reflect the financial situation of the Bidder or member to a JV, and not sister or parent companies
- (b) Historic financial statements must be audited by a certified accountant
- (c) Historic financial statements must be complete, including all notes to the financial statements

(d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

**Form FIN – 2.3.2**  
**Average Annual Turnover**

Bidder’s Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Member Legal Name: \_\_\_\_\_

RFB No.: \_\_\_\_\_

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

<b>Annual turnover data (applicable activities only)</b>		
Year	Amount and Currency	US\$ equivalent
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Turnover	_____	_____

\*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2.

**Form FIN 2.3.3**  
**Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria

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

## Personnel Capabilities

### Key Personnel

Name of Bidder or partner of a Joint Venture
--

Bidders should provide the names and details of the suitably qualified Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

#### Key Personnel

<b>1.</b>	<b>Title of position: ...</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>2.</b>	<b>Title of position: ...</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>3.</b>	<b>Title of position: ...</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>

	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>4.</b>	<b>Title of position: ..</b>	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>6...</b>	<b>Title of position: ..</b>	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>





## Technical Capabilities

Name of Bidder or partner of a Joint Venture

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

## Manufacturer's Authorization

**Note:** This authorization should be written on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Invitation for Bids Title and No.: [*Purchaser insert: **RFB Title and Number***]

To: [*Purchaser insert: **Purchaser's Officer to receive the Manufacture's Authorization***]

WHEREAS [*insert: **Name of Manufacturer***] who are official producers of [*insert: **items of supply by Manufacturer***] and having production facilities at [*insert: **address of Manufacturer***] do hereby authorize [*insert: **name of Bidder or Joint Venture***] located at [*insert: **address of Bidder or Joint Venture***] (hereinafter, the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

We hereby confirm that, in case the bidding results in a Contract between you and the Bidder, the above-listed products will come with our full standard warranty.

Name [*insert: **Name of Officer***] in the capacity of [*insert: **Title of Officer***]

Signed \_\_\_\_\_

Duly authorized to sign the authorization for and on behalf of: [*insert: **Name of Manufacturer***]

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

[*add Corporate Seal (where appropriate)*]

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## **INTELLECTUAL PROPERTY FORMS**

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

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In accordance with ITB 11.1(j), Bidders must submit, as part of their bids, lists of all the Software included in the bid assigned to one of the following categories: (A) System, General-Purpose, or Application Software; or (B) Standard or Custom Software. Bidders must also submit a list of all Custom Materials. These categorizations are needed to support the Intellectual Property in the GCC and SCC.





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**CONFORMANCE OF INFORMATION SYSTEM  
MATERIALS**

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## Format of the Technical Bid

In accordance with ITB 16.2, the documentary evidence of conformity of the Information System to the bidding documents includes (but is not restricted to):

- (a). The Bidder's Preliminary Project Plan, including, but not restricted, to the topics specified in the BDS ITB 16.2. The Preliminary Project Plan should also state the Bidder's assessment of the major responsibilities of the Purchaser and any other involved third parties in System supply and installation, as well as the Bidder's proposed means for coordinating activities by each of the involved parties to avoid delays or interference.
- (b). A written confirmation by the Bidder that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Technical Requirements.
- (c). Item-by-Item Commentary on the Technical Requirements demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Technical Requirements.

In demonstrating the responsiveness of its bid, the Bidder must use the Technical Responsiveness Checklist (Format). Failure to do so increases significantly the risk that the Bidder's Technical Bid will be declared technically non-responsive. Among other things, the checklist should contain explicit cross-references to the relevant pages in supporting materials included the Bidder's Technical Bid.

**Note:** The Technical Requirements are voiced as requirements of the *Supplier* and/or the *System*. The Bidder's response must provide clear evidence for the evaluation team to assess the credibility of the response. A response of "yes" or "will do" is unlikely to convey the credibility of the response. The Bidder should indicate *that* – and to the greatest extent practical – *how* the Bidder would comply with the requirements if awarded the contract. Whenever the technical requirements relate to feature(s) of existing products (e.g., hardware or software), the features should be described and the relevant product literature referenced. When the technical requirements relate to professional services (e.g., analysis, configuration, integration, training, etc.) some effort should be expended to describe how they would be rendered – not just a commitment to perform the [cut-and-paste] requirement. Whenever a technical requirement is for the Supplier to provide certifications (e.g., ISO 9001), copies of these certifications must be included in the Technical Bid.

**Note:** The Manufacturer's Authorizations (and any Subcontractor Agreements) are to be included in Attachment 2 (Bidder Qualifications), in accordance with and ITB 15.

**Note:** As a matter of practice, the contract cannot be awarded to a Bidder whose Technical Bid deviates (materially) from the Technical Requirements – *on any Technical Requirement*. Such deviations include omissions (e.g., non-responses) and

responses that do not meet or exceed the requirement. Extreme care must be exercised in the preparation and presentation of the responses to all the Technical Requirements.

- (d). Supporting materials to underpin the Item-by-item Commentary on the Technical Requirements (e.g., product literature, white-papers, narrative descriptions of technical approaches to be employed, etc.). In the interest of timely bid evaluation and contract award, Bidders are encouraged not to overload the supporting materials with documents that do not directly address the Purchaser's requirements.
- (e). Any separate and enforceable contract(s) for Recurrent Cost items which the BDS ITB 17.2 required Bidders to bid.

**Note:** To facilitate bid evaluation and contract award, Bidders encouraged to provide electronic copies of their Technical Bid – preferably in a format that the evaluation team can extract text from to facilitate the bid clarification process and to facilitate the preparation of the Bid Evaluation Report.



**Technical Responsiveness Checklist (Format)**

Tech. Require. No. _	Technical Requirement: <i>[ insert: abbreviated description of Requirement ]</i>
Bidder's technical reasons supporting compliance:	
Bidder's cross references to supporting information in Technical Bid:	

## Form of Bid Security (Bank Guarantee)

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

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]* \_\_\_\_\_

**RFB No.:** *[Purchaser to insert reference number for the Invitation for Bids]*

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

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

**BID GUARANTEE No.:** *[Insert guarantee reference number]* \_\_\_\_\_

We have been informed that \_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* \_\_\_\_\_ (hereinafter called “the Applicant”) has submitted or will submit the Beneficiary its bid \_\_\_\_\_ (hereinafter called “the Bid”) for the execution of \_\_\_\_\_ under Request for Bids No. \_\_\_\_\_ (“the RFB”).

Furthermore, we understand that, according to the Beneficiary’s, 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 complying demand supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant’s Letter of Bid (“the Bid Validity Period”), or any extension thereof provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of Bid validity or any extension thereof provided by the Applicant has failed to: (i) execute the Contract Agreement, if required, or (ii) 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 expiration of the Bidder's Bid Validity Period.

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

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

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*[signature(s)]*

## Form of Bid Security (Bid Bond)

BOND NO. \_\_\_\_\_

BY THIS BOND \_\_\_\_\_ as Principal (hereinafter called “the Principal”), and \_\_\_\_\_, **authorized to transact business in** \_\_\_\_\_, as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_ as Obligee (hereinafter called “the Purchaser”) in the sum of \_\_\_\_\_<sup>1</sup> (\_\_\_\_\_), for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for the supply of \_\_\_[*name of Contract*]\_\_\_\_\_ (hereinafter called the “Bid”).

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

- (a) Has withdrawn its Bid during the period of bid validity set forth in the Principal’s Letter of Bid (the Bid Validity Period), or any extension provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Applicant has failed to; (i) execute the Contract Agreement, or (ii) furnish the Performance Security in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or extended thereto provided by the Principal.

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

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_  
Corporate Seal (where appropriate)

<sup>1</sup> The amount of the Bond shall be denominated in the currency of the *Purchaser’s* Country or the equivalent amount in a freely convertible currency.

\_\_\_\_\_  
*(Signature)*

*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*

*(Printed name and title)*

## Form of Bid-Securing Declaration

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

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

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

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time of *\_[number of months or years]\_\_\_\_\_*, starting on *\_[date]\_\_\_\_\_*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

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

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 attached to the Bid

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

## **Section V - Eligible Countries**

### **Eligibility for the Provision of Goods, Works and Related Services in Bank-financed Procurement**

#### **A. Provision at Paragraph 1.6 of the Bank's Rules and Procedures for Procurement of Goods and Works**

**1.6** The African Development Fund permits firms and individuals from all countries to offer goods, works and services for ADF funded projects. However, the proceeds of any Financing undertaken in the operations of the African Development Bank and the Nigeria Trust Fund shall be used for procurement of goods and works, including the related services, provided by bidders from Eligible Countries. Any conditions for participation shall be limited to those that are essential to ensure the firm's capability to fulfill the contract in question. In the case of ADB and NTF, bidders from non-Member Countries offering goods, works and related services (including transportation and insurance) are not eligible even if they offer these from Eligible Member Countries. Any waiver to this rule will be in accordance with the Articles 17(1) (d) of the Agreement Establishing the African Development Bank and 4.1 of the Agreement Establishing the Nigeria Trust Fund.

#### **B. Provision at Appendix 4 of the Bank's Rules and Procedures for Procurement of Goods and Works**

##### **Overview**

**1.** The eligibility criteria for participation in the supply of goods, works and related services, to be procured through the ADB and NTF Financing, derive from the requirements of the Agreement Establishing the African Development Bank, Article 17.1.d, and the Agreement Establishing the Nigeria Trust Fund, Article 4.1. The foregoing requirements basically prescribe two types of eligibility criteria:

- (a) The eligibility of the bidder;
- (b) The eligibility of the goods, works and related services.

##### **Eligibility of the Bidder**

**2.** The eligibility of the bidder shall be based on nationality, in accordance with the following rules:

(a) **Natural Persons:** A natural person is eligible if he or she is a national of a Member Country of the Bank, or a State Participant of the Fund. Where a person has more than one nationality, such a person shall be eligible if the nationality indicated in his or her bid is that of a Member Country of the Bank, or a State Participant of the Fund.

(b) **Corporations:** A corporation is eligible if it satisfies the following criteria:

1. it is incorporated in a country that is a Member of the Bank, or State Participant of the Fund;
2. it is a national of a country that is a Member of the Bank, or State Participant of the Fund, as determined by the law of its place of incorporation;
3. it has its principal place of business in a country that is a Member of the Bank, or State Participant of the Fund.

(c) **Joint Ventures and Associations:** An unincorporated joint venture, partnership, or association, shall be eligible if at least 60% of its individual, or corporate members, satisfy the eligibility requirement for individuals or corporations.

#### Eligibility of the Goods, Works and Related Services

3. In order to be eligible, the goods to be procured must have been mined, grown, or produced, in the form in which they are purchased, in an Eligible Member Country.
4. For works contracts, which may include civil works, plant construction, or turnkey contracts, the contractor must satisfy the nationality criteria of eligibility, either as a natural person, or corporation, or joint venture and association. Labour, equipment, and materials needed for carrying out the works contract, shall be supplied from Eligible Member Countries.
5. For contracts, which have been awarded on the basis of Cost, Insurance and Freight (CIF), or Carriage and Insurance Paid (CIP), bidders shall be free to arrange for ocean and other transportation, and the related insurance, from any Eligible Member Country. On the other hand, where goods are shipped on FOB basis, and the Bank has agreed to finance transportation and insurance separately, which are arranged by the purchaser, under a separate contract, the Bank shall be satisfied that the services are supplied from Eligible Member Countries.



## **SECTION VI -FRAUD AND CORRUPTION**

**(Section VI shall not be modified)**

### **1. Purpose**

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under AfDB's project procurement operations.

### **2. Requirements**

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders(applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
  - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants,

sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>2</sup> (ii) to be a nominated<sup>3</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>4</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>2</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>3</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>4</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

# **PART 2 – PURCHASER’S REQUIREMENTS**

## **SECTION VII - REQUIREMENTS OF THE INFORMATION SYSTEM**

**(INCLUDING TECHNICAL REQUIREMENTS, IMPLEMENTATION  
SCHEDULE, SYSTEM INVENTORY TABLES, BACKGROUND AND  
INFORMATIONAL MATERIALS)**

### **Technical Requirements**

#### **Table of Contents: Technical Requirements**

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## **A. ACRONYMS USED IN THE TECHNICAL REQUIREMENTS**

### **0.1 Acronym Table**

**Note:** Compile a table of organizational and technical acronyms used in the Requirements. This can be done, for example, by extending the following table.

<b>Term</b>	<b>Explanation</b>
Bps	bits per second
Cps	characters per second
DBMS	Database Management System
DOS	Disk Operating System
Dpi	dots per inch
Ethernet	IEEE 802.3 Standard LAN protocol
GB	Gigabyte
Hz	Hertz (cycles per second)
IEEE	Institute of Electrical and Electronics Engineers
ISO	International Standards Organization
KB	Kilobyte
kVA	Kilovolt ampere
LAN	Local area network
Lpi	lines per inch
Lpm	lines per minute
MB	Megabyte
MTBF	Mean time between failures

	<b>Term</b>	<b>Explanation</b>
	NIC	Network interface card
	NOS	Network operating system
	ODBC	Open Database Connectivity
	OLE	Object Linking and Embedding
	OS	Operating system
	PCL	Printer Command Language
	ppm	pages per minute
	PS	PostScript -- Adobe page description language
	RAID	Redundant array of inexpensive disks
	RAM	Random access memory
	RISC	Reduced instruction-set computer
	SCSI	Small Computer System Interface
	SNMP	Simple Network Management Protocol
	SQL	Structured Query Language
	TCP/IP	Transmission Control Protocol / Internet Protocol
	V	Volt
	WLAN	Wireless LAN

## **B. FUNCTIONAL, ARCHITECTURAL AND PERFORMANCE REQUIREMENTS**

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### **1.1 Legal and Regulatory Requirements to be met by the Information System**

1.1.1 The Information System MUST comply with the following laws and regulations of the Republic of Zimbabwe:

**1.1.1.1 Finance Act [Chapter 23:04]** - an Act to make provisions for the revenue and public funds of Zimbabwe and to provide for matters connected therewith or incidental thereto;

**1.1.1.2 Value Added Tax Act [Chapter 23:15]** - an Act to provide for taxation in respect of the supply of goods and services and the importation and exportation of goods; to provide for the repeal of Sales Tax Act [Chapter 23:08]; and to provide for matters connected therewith.

**1.1.1.3 Income Tax Act [Chapter 23:06]** - an Act to provide for taxation of incomes and for other taxes; and to provide for matters incidental thereto.

**1.1.1.4 Capital Gains Tax Act [Chapter 23:01]** - an Act to provide for the raising of tax on capital gains, and to make provisions for matters ancillary or incidental thereto.

**1.1.1.5 Customs and Excise Act [Chapter 23:02]** - an Act to provide for the imposition, collection and management of customs, excise and other duties, the licensing and control of warehouses and of premises for the manufacture of certain goods, the regulating, controlling and prohibiting of imports and exports, the conclusions of customs and trade agreements with other countries, and forfeitures, and for other matters connected therewith.

**1.1.1.6 Revenue Authority Act [Chapter 23:11]** - an Act to establish the Zimbabwe Revenue Authority for the collection of certain revenues of the State and to provide for the Authority's functions, powers and management; to provide for the funds of the Authority; to amend the betting and Totalizator Control Act [Chapter 10:02], the Fiscal Appeal Court Act [Chapter 23:05], the Income Tax act [Chapter 23:06], the Income Tax (Transitional Period Provisions) [Chapter 23:07], the Stamp Duties Act [Chapter 23:09], and the Tax Reserve Certificates Act [Chapter 23:10]; and to provide for matters connected with or incidental to the foregoing.

**1.1.1.7 Estate Duty Act [Chapter 23:03]** - an Act to impose an estate duty upon the estates of deceased persons, and to provide for matters incidental thereto.

**1.1.1.8 Fiscal Appeal Court Act [Chapter 23:05]** - an Act to establish a court for the purpose of hearing and determining appeals against decisions made under certain acts; to give persons the right to appeal against such decisions and to provide for the manner in which such persons may appeal; and to provide for matters connected with the foregoing.

**1.1.1.9 Stamp Duties Act [Chapter 23:09]** - an Act to impose duties and fees in respect of certain instruments, to provide for the stamping of such instruments, to provide for the management of stamp duties and fees and for other matters connected with the foregoing.

**1.1.1.10 Tax Reserve Certificate Act [Chapter 23:10]** – an Act to provide for the issue and acceptance of tax reserve, and for matters incidental thereto.

## **1.2 Business Function Requirements to be met by the Information System**

### **Introduction and Background**

The business and IT modernization is a longstanding issue, and to this end, ZIMRA in the past two years, had engaged the AFRITAC South technical assistance for the review of the current SAP TRM system. The review detected major weaknesses in this system, rendering deficient to support tax administration in Zimbabwe. The review recommended short-term measures to stabilize the current system, and medium to long-term options for finding and implementing a suitable system that meets ZIMRA requirements. After due consideration of the options proposed, ZIMRA management opted to replace the current system.

An initial Expressions of Interest (EoI) was advertised and interested solution providers responded with a Response to the advertized EOI. The proposals received by the interested firms were then examined and evaluated. On completion of the proposals examination and evaluation, a long list of firms was prepared. The long-listed firms were then re-examined using various criterias and firms were shortlisted. The shortlisted firms were then asked to do demo of their proposed solution. The invited firms demonstrated the functionalities of their proposed systems and at the end of the demo process, the firms were ranked and scored.



However, with the assistance by the AfDB, a new project operation was designed and approved by the AfDB board. The new project is called Tax and Accountability Enhancement Project (TAEP). The TAEP has components for the acquisition and implementation of TaRMS for the ZIMRA.

The approval of the TAEP now creates the need for the acquisition and implementation of a new TaRMS solution; thereby, discontinuing the previously advertized EoI of which firms were shortlisted and ranked.

### Current State of Affairs

ZIMRA is facing a series of challenges in attempting to increase the tax revenue collection. It operates a very complex second generation SAP Tax and Revenue Management (TRM) system, which offers only a modest support limited to the basic core functions for the taxpayer registration, assessment and payment. The system offers even less support for the compliance enforcement, and practically no functions to support the audit, risk management, debt collection management, and dispute resolution.

Also a part of the overall system architecture is a Microsoft based front-end, offering various electronic services.

The system components are partially in-house maintained and partially through SLAs with the two main suppliers: Twenty Third Century (TTC-SAP provider) and Microsoft.

### Scope of ZIMRA's Operations

ZIMRA is mandated to administer and collect the following taxes, noting that the Customs Duties and Excise Duties are administered by the Customs Division and therefore only indirectly within the scope of this acquisition.

Value Added Tax (VAT) - levied on consumption of goods and services;

Income Tax - levied on income earned from trade;

Pay As You Earn (PAYE) - levied on income earned from employment;

Presumptive Taxes - a concept according to which Income Tax is based on average income instead of actual income;

Mining Royalties - charged in terms of the Mines and Minerals Act;

Capital Gains Tax (CGT) – levied on sale of immovable properties and marketable securities;

Surtax – Surtax – 35% Surtax is levied on old imported vehicles from 5 years and above;

Customs Duty – levied on imported goods in terms the Customs and Excise Act;

Excise Duty - levied on specified locally manufactured goods.

### **Key Issues and Expected Improvements**

It is the expectations that the introduction of TaRMS shall resolve the key issues/ shortcomings of the current legacy systems. In summary the below are the list of identified key issues and expected improvements:

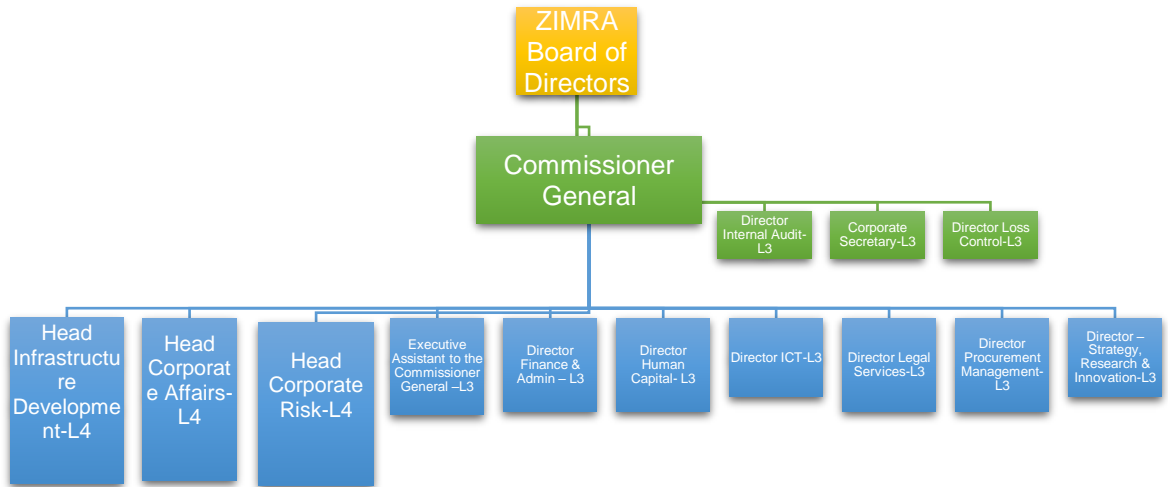
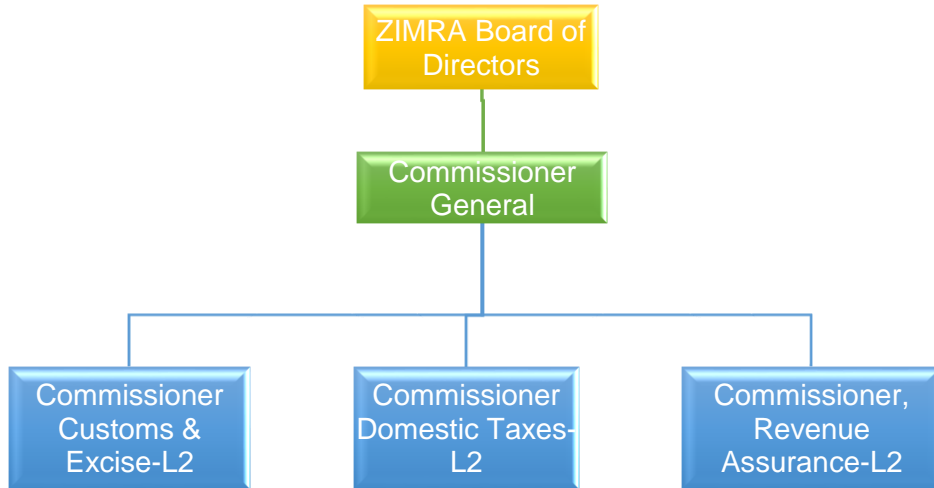
- The taxpayer registration number (in ZIMRA system referred to as the Business Partner Number (BPN)), is a simple sequential number without the check digit. This is largely inconsistent with the international practice and it imposes potential authentication and security risks. The BPN is also used by the Customs system. The new system will mandatory need to implement a proper TIN with check digit calculated according to applicable standard, e.g. MOD 11. Nevertheless, it is the intention to preserve the existing BPN as the secondary taxpayer identifier in the new taxpayer register;
- The taxpayer registration data does not enable meaningful grouping of taxpayers into relevant categories. Since the activity status attributes are not available in the system, and there is no evidence of systematic taxpayer register maintenance procedures, the taxpayers’ status (active, temporary suspended, etc.) cannot be adequately determined or adjusted. In addition, a single and very complex registration form is used for all categories of taxpayers, which particularly causes problems to a huge number of small taxpayers known to predominantly operate in the informal economy. ZIMRA expects in parallel with the system implementation to revise profoundly the registration procedures including the subject related forms and instructions;
- The filing and payment compliance monitoring and enforcement is not well supported due to the complexity and effort required to produce the late/non-filing reports and the corresponding late/non-payment reports. ZIMRA expects that these indispensable features will be automated in the new system and reports produced autonomously based on business rules or ad hoc;
- The functional architecture of the system is largely inconsistent with the common concept of tax assessment, filing, and payment within a specific

tax period. To a large extent, this is due to the non-compliance with the generally applicable *Taxpayer per Tax type per Tax period* (TTT) principle. In addition, the existing system applies the open item accounting method instead of the balance forward method, which is generally more appropriate and usually applied for tax accounting. This implies the system operates “Invoice” (return) centric, rather than period/taxpayer centric. Hence the tax period(s) remain open until each item is cleared. For these reasons, considering the future “bottom line” (T) accounting is not a realistic option. ZIMRA expects the new system to be designed in full TTT compliance, as elaborated later on in this document, and, while common double entry bookkeeping is envisaged by default, the new system must apply the balance forward accounting method;

- The current functionality to support the risk management and audit, arrears recovery, debt management and dispute resolution is assessed to be low-very low. These functional modules depend heavily on the case management and workflow features, which are currently rudimentary, noting that the workflows are hardcoded. ZIMRA expects the new system will provide fully fledged functions for the mentioned modules, anchored in a solid complex of individually configurable case management and by all means the facility to design and maintain the underlying workflows by a high level user interface, e.g. diagramming, implying no or at least significant reduction of the programming interventions;
- Obtaining operational and strategic management reports from the system is a considerable challenge mainly due to the two different platforms and technical environments, i.e. the operational system and the Data Warehouse (DWH) are in principle available to users, yet currently most of the reports are ran in the live system;
- The currently available data communication capacity and availability in the country is, while gradually improving, not being considered sufficient for the full scope expansion of e-services. ZIMRA expects comprehensive response to this subject by providing relevant applicable technical requirements to be fulfilled for efficiently operating an online portal with a variety of interactive e-services.

**Organizational Structure of ZIMRA**

The following diagram depicts the organizational structure of ZIMRA:



The TaRMS system must have the capability to record, process, account for, and report on the collection and management of taxes listed in the below table. The system should have capability for self-assessment of all tax types.

<b>Tax type</b>	<b>Current Assessment Method</b>
VAT	Self assessed
Income Tax business cases	Self assessed
Income Tax employment cases – for those not falling under the Final Deduction System (FDS)	Assessed by ZIMRA
Pay As You Earn (PAYE)	Self assessed
Presumptive Taxes/Withholding Taxes	Self assessed
Mining Royalties	Self assessed
Capital Gains Tax	(partially) self assessed.
ITF 16	(partially) Self assessed
Mining Production Returns	Self assessed

1.2.1 The Information System **MUST** support the following business functions, and these form part of the modules and functionalities of the TaRMS. For bidders bid to be considered, Bidders **MUST** bid for **ALL** of the TaRMS (as presented below and in the Technology Specifications- Supply and Install items section) of the bid document.

**1.2.1.1 Taxpayer Registration-** for the registration of taxpayers across the Republic of Zimbabwe. Registration to be done via e-services portal or manually at ZIMRA tax offices. The registrations of all taxpayers with the issuance of unique Tax Identification Number (TIN) and registration certificate should be primarily done online, using the Taxpayer Portal (TP). In addition, within this context the registration of tax types applicable to a given taxpayer is envisaged and the scope of the registration process is summarized as follows:

- Voluntary registration upon taxpayer’s request;
- Forced registration by official duty;
- Assignment of appropriate tax types according to the type of taxpayer and taxable activities;

- Verification of entitlement for certain tax type registration, e.g. VAT;
- Temporary de-activation and re-activation for specific tax types;
- Deregistration following a change in circumstances upon taxpayer’s request and by official duty;
- Maintaining the accurateness of taxpayer register;
- Providing various report regarding the registered taxpayer population to measure the outcomes of the registration process.

**1.2.1.2 Taxpayer Services and e-Services-** to provide a platform through electronic means for taxpayer and tax officer to communicate seamlessly and for taxpayer to have access to returns filing and other tax related filings.

**1.2.1.3 Assessments, Returns, Refunds, and Payments Processing -** for the recording and processing of taxpayer assessments, returns, refunds and payments processing through an integrated suite of the TaRMS. Most of the taxes administered by ZIMRA are self-declared, yet few of taxes are authority assessed. Authority-based assessments are currently being handled by different units including, Clients Services Unit (Capital gains tax assessments and Tax Directives), Liaison Sections (assessments for Income Tax individuals in employment) and Registry Section (assessments for Withholding Taxes/Presumptive Taxes).

The scope of the tax assessment process is summarized as follows:

- Lodgment of returns using the TP online facility;
- Lodgment and manual recording of paper based returns;
- Verification and enforcement of filing compliance;
- Verification and corrections of paper based returns;
- Recording analytical data from returns;
- Posting tax liability transactions into the taxpayer accounting and the tax revenue accounting;
- Scrutinizing the probability of declared tax liability;
- Amendment of assessment by taxpayer or by authority;
- Serving various notifications to taxpayers;
- Risk assessment;

- Providing various reports regarding the outcome of the tax assessment process.

ZIMRA does not accept payments by cash or cheques, hence all tax settlements are made predominantly through commercial banks. Equally, all refunds to taxpayers are made to their respective bank accounts.

The scope of the tax payment process is summarized as follows:

- Presenting a payment notification to taxpayers;
- Verification and enforcement of tax payment compliance;
- Performing the payment using the banks platforms, mobile platforms;
- Collecting the payment information from all participating banks;
- Transfer (daily) of revenue funds from the commercial banks to the Exchequer office;
- Posting tax payment transactions into the taxpayer accounting and the tax revenue accounting;
- Resolving the unidentifiable payments lodged on the suspense account. Each taxpayer to have its own suspense account for purposes of receiving payments with the taxpayer number, but without a stated tax obligation. Payments without the taxpayer registration number to be rejected at time of payment;
- Performing the payment of approved refunds;
- Serving various notifications to taxpayers;
- Providing various report regarding the outcome of the tax payment process.

**1.2.1.4 Arrears Recovery and Debts Management-** for collection of debts from taxpayers and automation of the entire debt recovery and management processes. Arrears of the current obligations are generally attempted recovered through the installment payments, if approved by the authority, alternatively the owed amount is referred to the debt management processing.

The scope of these processes are summarized as follows:

- Detecting unpaid liabilities;
- Analyzing the structure of debt stock;
- Reviewing, approving or rejecting installment applications;

- Creating appropriate installment related accounting records, including penalty and interest calculation, if application approved;
- Creation of a debt collection case with a workflow appropriate to the magnitude of the owed amount and the taxpayer risk profile; and the system to provide history of previous debt and liquidation strategy used in order to assist in decision making in current debt management.
- Analyzing value of assets to verify the potential ability of taxpayer to pay the debt;
- Processing the steps determined in the case specific workflow including the payment demand notices to taxpayers and request for garnishing the taxpayer assets, bank accounts in particular;
- Perform forced sale of taxpayer assets;
- Providing various report regarding the outcome of the debt management process.

**1.2.1.5 Compliance, Risks, and Audits-** for the validation and enforcements of compliances across all tax types and the risks analysis and audits management processes of taxpayer accounts, various tax types, etc. in an integrated TaRMS suite. The Authority’s Intelligence-Led Risk-based Compliance Strategy has identified the areas of specific focus/criticality. Through this, an annual risk management strategy is prepared and maintained together with its annual audit plan.

The main compliance actions are subdivided as shown below:

- Widening the taxpayer base (register related);
- Filing compliance, dealing with late filers reminding and sanctioning, but also responsible for officer/system raised assessment, when no return is received;
- Payment compliance, dealing with late payments reminding and sanctioning, but also managing the installment arrangements, and interacting with forced collection functions;
- Risk based audit selection and assignment of audit teams;
- Comprehensive audit preparation, based on own data as well as taxpayer's records.
- Collection compliance, dealing with defaulted taxpayers, also those defaulting the installment arrangements, and responsible for debt protection and forced recovery;
- Marketing" of voluntary compliance benefits;



- Informational/educational activities offered to the compliant and "would like to comply" taxpayers;
- Sanctioning of noncompliance, where sanctions should be proportional to the gravity of contravention;
- Proposing legal steps and action against taxpayers exercising activities of a criminal nature and therefore falling outside the administrative rulings.

**1.2.1.6 Workflow and Case Management-** for the automation of business functions in an approval workflow, controlled with embedded security and controls and the entire case management of various taxpayer case types.

**1.2.1.7 Taxpayer Accounting, Revenue Accounting, and Forecasting-** for the administration of each taxpayer account in terms of financial transaction recording and processing and linkage of such accounts to the financial management system of the ZIMRA. Additionally, for the forecasting of revenues using various economic models and tracking the performance of such revenues- forecast against actual.

**1.2.1.8 Documents Management-** for the automation of the entire communication process between taxpayer and tax officer through an IT system with pre-defined templates for memos, letters, notices, etc. in line with the revised business processes of ZIMRA.

**1.2.1.9 System-wide Administration and Techno-Functional-** covering the entire technical administration and management of the system by enforcing industry level security of the TaRMS and combination of the expected system's technical capabilities to the expected functional capabilities of the system.

**1.2.1.10 Management Information System (MIS) and Business Intelligence (BI) Reports-** covering the entire reporting needs of ZIMRA as part of the reporting requirements of the TaRMS.

### 1.3 Architectural Requirements to be met by the Information System

1.3.1 The Information System MUST be supplied and configured to implement the following architecture.

**1.3.1.2 Software Architecture:** a three-layer TaRMS solution of application, database, and web access/ e-portal. All software modules/ functionalities to be seamlessly integrated in a single suite of the TaRMS. Additionally, the Transaction Solution Database (TSD) to be auto synchronized in real time to the Data Analytics Database (DAD) for reporting, and analytics. The same synchronization to be applicable with auto replication to the Disaster Recover Site (DRS).

**1.3.1.2 Hardware Architecture:** a converged hardware infrastructure with all hardware equipment (server, storage, etc.) deployed in a single unit. The converged infrastructure to be installed with system management software/ tools, network management utilities, performance monitoring and faults detection and support.

### 1.4 Systems Administration and Management Functions Required to be met by the Information System

1.4.1 The Information System MUST provide for the following management, administration, and security features at the overall System level in an integrated fashion.

**1.4.1.2 Installation, Configuration and Change Management:** a Commercial Off The Shelf (COTS) solution with all modules/ functionalities integrated in a single suite. Configuration of the TaRMS as per the newly published business processes of the ZIMRA with modification, where necessary, during the implementation of the system. As part of the delivery of the TaRMS solution, it is a must that bidders propose and cost a change management plan/ strategy in their proposal that will ensure smooth transition from legacy system to new TaRMS. The change management plan/ strategy must have components/ activities for the various audiences- ZIMRA Management, Taxpayers, Tax Officers, Civil Society, etc.; and all change management activities linked to a realistic timeframe.

**1.4.1.3 Operational Monitoring, Diagnostics, and Troubleshooting:** during peak and off-peak hours, it is a must that system to operate optimally so as to ensure smooth

business operations of the ZIMRA and taxpayers within and outside of Zimbabwe using the solution. As the TaRMS shall be a turn-key solution, where there is performance degradation, it is the responsibility of the bidders to ensure the performance is improved and the bidders are obligated to stabilize the system and that system to be accessible 24X7 hours year-round. As part of the troubleshooting and diagnostics in resolving system/ application issues, it is the expectations that bidders have in place various levels of technical support and for transition of skills/ knowledge to the ZIMRA as part of the sustainability plan.

- 1.4.1.4 User Administration and Access Control:** User and Usage Monitoring and Audit Trails: system to be capable of easily configurable parameters for system audits configurations and for system to inbuilt capability to enforce complete audits. Audits of user actions (before and after), functions/ processes executed, client stations used/ locations, etc. must be controlled as part of the system audits capabilities. Additionally, it is expect for bidders proposed TaRMS to have embedded user administration functions of user and taxpayer rights assignment, user profiles/ organizational structure, configuration of accounts classification (Chart of Accounts), and various configurable parameters that will ensure smooth configurations and easy administration and management of the complete TaRMS suite.
- 1.4.1.5 System and Information Security and Security Policies:** system to be capable to configure and enforce the security policies of ZIMRA. Data encryption (replication from MDC to DRS) must be applied and this must be controlled in a secured data traffic. SSL certificates for web access (costs for minimum of three years SSL certificates must form part of bidders bid proposal), intrusion detection and prevention (software firewall), DMZ in the form of hardware firewall, DDOS equipment/ services, and related security must be deployed as part of the overall security of the TaRMS information system.
- 1.4.1.6 Back-up and Disaster-Recovery:** the system to have inbuilt capability of faults detection and auto-recovery, where applicable and notification of alerts in such situations. Auto replication of data across MDC and DRS in real time and external backup to backup devices attached to the system hardware.

## 1.5 Performance Requirements of the Information System

1.5.1 The Information System MUST reach the following performance levels.

1.5.1.1 The proposed TaRMS must be capable to support high level performance, handling 300000 hits (concurrent access) during 1-2 years of system deployed, and up to 500000 hits (concurrent access) over 4-5 years period. In all concurrent access, taxpayers, tax officers, end-users, etc. will be accessing various modules/ functionalities of the system and it is expected for the system to be capable to not only handle the concurrent accessing, but also, the concurrent accessing of multiple/ various modules and functionalities of the system- either transaction recording, querying/ inquiring, uploading documents, generating reports, etc.

1.5.1.2 Additionally, during the process of data replication from MDC to DRS, it is expected for the system to execute auto data replication by synchronizing the MDC and DRS without any degradation or performance effects on the core systems, processes, and sub-systems. In the event where there is a failure in such data synchronization, the system must generate alerts and such alerts transmitted to the right support personnel for resolution.. However, the process of faults resolution must stop the business operations of the TaRMS. Therefore, the TaRMS must have a suspense ledger capability to record transactions while the system is undergoing maintenance services and on completion of the maintenance services, auto synchronize the suspense ledgers transactions with the primary/ main ledgers and onward, synchronize such data between the MDC and DRS.

## **C. SERVICE SPECIFICATIONS – SUPPLY & INSTALL ITEMS**

### 2.1 System Analysis, Design and Customization/Development

2.1.1 The Supplier MUST perform the following Analysis and Design activities using a formal system analysis/development methodology with the following key activities and design deliverables.

**2.1.1.1 Detailed Analysis:** bidders capability to deliver their proposed TaRMS shall be assessed by the submission of the following detailed system analysis in their bid proposal (i) System Design Document (ii) System Requirements Specification (iii) Interface Requirements Specification) (iv)

Software/System Test Plan/ Strategy (v) Data Migration Plan/ Strategy (vi) Quality Assurance Plan/ Strategy (vii) Cut-off and go-live Plan/ Strategy.

**2.1.1.2 Physical Design:** bidders capability to deliver their proposed TaRMS shall be assessed by the submission of the following physical designs in their bid proposal (i) Data synchronization (MDC - DRS) (ii) Taxpayer access/ usage of tax portal/ e-Services (iii) Documents Management integration with the TaRMS (iv) TaRMS interfaces with other system outside of ZIMRA (v) TaRMS interfaces with systems within ZIMRA, Example, SAP FI (vi) Operations of the TaRMS in a three layer structure- database, application, an web.

**2.1.1.3 Integrated System:** bidders capability to deliver their proposed TaRMS shall be assessed by the submission in their proposal of how the various modules/ functionalities of the systems are integrated in a single suite of TaRMS.

## 2.2 Software Customization / Development/ Configurations

2.1.1 The Supplier MUST perform Software Customization using a formal software development methodology with the following characteristics and/or with the following technologies and/or tools.

2.1.1.1 The TaRMS shall be a COTS solution. Therefore, bidders are required to propose a COTS solution that can easily be configurable to meet the business operations and objectives of ZIMRA as defined in the functional and technical requirements of the bid document. Where possible, ZIMRA do not expect a solution that can be customized as such solutions may never be implemented on-time or the objectives may never be met. Therefore, a proven ITAS, RMS, TaRMS solution that has been tested, proven, used in similar jurisdictions is expected to be proposed by bidders in their bid proposal.

## 2.3 System Integration (to Legacy and other existing systems)

2.3.1 The Supplier MUST perform the following Integration Services for TaRMS integration with current/ legacy systems of ZIMRA. However, the legacy systems shall be faced-out/ redundant once the TaRMS is fully deployed and system Operation Acceptance achieved and accepted by the ZIMRA. After which, in a phased approach/ agreement with ZIMRA and TaRMS supplier, the legacy systems shall then be redundant.

**2.3.1.1 ASYCUDA World:** The ASYCUDA World system is the core system for the collection of customs and excise duties. The last update was done in 2018 to the latest version 4.3.2. The system has the following modules:

- **Goods Clearance module** – for creation and processing of declarations;
- **Accounting module** – for handling of accounting transactions;
- **Cargo manifest module** – for manifestation of cargo before declaration;
- **Transit module** – for handling of international and national transit;
- **Bonded warehouse module** – for handling of goods imported in bond;
- **Risk management (Selectivity) module** - risk configuration and monitoring;
- **Stationery module** – for declaration processing queries management in the system;
- **Temporary Import Permit module** – permit for temporary importation;
- **E-Customs Warehouse module** – for all detention and state warehouse procedures.

**2.3.1.2 Fiscalization- Invoice Management System (IVS):** The Fiscalization solution is a standalone application with no integration with core modules of the authority. The application involve Invoice Management System that integrates with tax payers Fiscal Devices. The IMS system collects invoicing data from taxpayers real time. This data assist the revenue authority with analysis of Value Added Tax (VAT) information submitted or declared by tax payers.

**2.3.1.3 Electronic Cargo Tracking System (ECTS):** In the SADC and COMESA region, transit traffic has become an important element in the economic movement for member states. The transit trucks are considered as one of the most dangerous means of smuggling inside any country. Therefore, truck transport monitoring became inevitable for the Zimbabwean government and organizations in the country. Hence, ZIMRA introduced the Electronic Cargo Tracking and Security System (ECTS) to facilitate the tracking of transit cargo in real time in 2016. The real-time ECTS system helps ZIMRA in enhancing enforcement of cargo handling

regulations, as such maintaining the region as the preferred trade route for cargo and thereby improving tax collection by curbing incidents of dumping. ECTS system integrates with ASYCUDA system

**2.3.1.4 BIZTALK:** A secure integration platform which was implemented in 2010 for online bank payments transactions. The technology uses operating adapters that are built to communicate with other disparate software. BIZTALK provide business process automation, enterprise application integration, message broker, business activity monitoring and business-to-business communication. SAP ERP, TRM and ASYCUDA are all integrated for online payments from banks via BIZTALK application.

**2.3.1.5 SAP ERP:** The SAP Enterprise Resource Planning (ERP) is the non-tax operational system for ZIMRA business functions. The system was implemented in 2003 and last upgraded to SAP ECC 6.0 EHP 5 in 2012, with the following supporting modules:

- **Materials Management (MM)** – Procurement and Inventory Management;
- **Sales and Distribution (SD)** – Sales and Billing processes;
- **Financial Accounting (FI)** – Financial and Asset Management;
- **Controlling (CO)** – Coordination, monitoring and optimisation of all processes;
- **Plant Maintenance (PM)** – processing of Customs Clearance Certificate (CCCs);
- **Project System (PS)** – Assist in Project Management;

**2.3.1.6 SAP Business Intelligence (BI):** ZIMRA uses SAP BI for its reporting and analytics in order to utilize all the data it has to make informed decisions, to improve on revenue collection and encourage voluntary compliance amongst the taxpayers.

**2.3.1.7 SAP Tax and Revenue Management (TRM):** The SAP TRM is the core system for collection of Domestic Taxes for ZIMRA implemented in 2012. The Microsoft Eservices platform integrates with the SAP TRM for the online e-filing of returns and analysis of tax payer accounts. It offers basic core functions for the taxpayer registration, return processing, assessment and payment. The system is quite weak in compliance enforcement, has practically no functions for tax audit, and has grossly limited capabilities to support the audit risk management, debt collection management, and dispute resolution processes. These are critical core

processes for revenue administration. The SAP TRM system was developed based on a blue-print that was compiled internally at ZIMRA. This means that it may not have been based on the international best practices and experiences but on the knowledge of the project participants. The project was evidently affected by staff turnover both internally and on the vendor side. It was also not based on any known framework like TADAT. The system cannot offer some basic requirements and requires these to be specified and developed or configured.

**2.3.1.8 Microsoft Services:** ZIMRA engaged Microsoft to develop a front end portal that integrates with SAP TRM system. This portal is called “eServices” which facilitates various functions like taxpayer registration (except for VAT), generation of tax clearance certificate and e-filing of returns. Microsoft interface with SAP TRM was based on user specifications making eServices portal a bespoke application developed using different technologies from the core system.

**2.3.2** The Supplier MUST perform the following Integration Services for TaRMS integration with other systems of Government. These other systems are operating/ functioning at institutions/ organizations outside ZIMRA business premises but are required for the integration of their systems (if any) with the TaRMS.

1. Registrar of Companies;
2. Registrar General Department;
3. Deeds Office for Registration of Properties;
4. Central Vehicle Registration;
5. Immigration Department- Ministry of Home Affairs;
6. Local Authorities- rental income, sale of property, property owners;
7. Reserve Bank of Zimbabwe (RBZ) and other Banks in Zimbabwe- commercial banks, cooperative banks, industry banks, etc.;
8. National Social Security Authority (NASA);
9. Mobile Money platforms- currently there are three MM platforms in Zimbabwe;
10. Postal and Telecommunications Regulatory Authority of Zimbabwe (POTRAZ);
11. Procurement Regulatory Authority of Zimbabwe (PRAZ);
12. Insurance Council of Zimbabwe (ICZ)
13. Securities and Exchange Commission of Zimbabwe (SECZ);
14. Zimbabwe National Roads Administration (ZINARA);
15. Zimbabwe Investments and Developments Agency (ZIDA);
16. Judiciary/ Court systems.



## 2.4 Training and Training Materials

2.4.1 The Supplier MUST provide the following Training Services and Materials.

**2.4.1.1 End-User Training:** Bidders are expected to deliver functional end-user training of their proposed TaRMS to the functional users of the system at ZIMRA. Additionally, the supplier is expected to deliver the training with training materials/ manuals, assessments (post training delivery), and functional end-user training report. ZIMRA shall provide the training facility but supplier is required to deliver the training with all the required materials.

**2.4.1.2 Technical System Administration Training:** Bidders are expected to deliver technical system administration training on the technical management and administration of their proposed system. This training should cover the basic and professional administration, management, and support of their proposed TaRMS system; and training to be delivered to the ICT team of ZIMRA.

**2.4.1.3 Functional Super User Training:** Bidders are expected to deliver functional super training on the functional configurations, administrations and support of their proposed TaRMS. The functional users shall then be the functional administrators of the TaRMS solution and shall onward deliver Train the Trainer training services as part of the sustainability plan of the TaRMS.

**2.4.1.4 Technical ICT Training:** Bidders are expected to deliver technical ICT training to the ZIMRA ICT personnel on the core administration and management of their proposed TaRMS system. The training shall cover the administration and management of server systems, storage systems, etc.

## 2.5 Data Conversion and Migration

2.5.1 Data conversion and migration shall form part of the delivery of this bid. However, the gathering of details on data volumetric, data type, data structure, etc. shall be discussed during the pre-bid meeting and an addendum to the bidding document shall be issued with clear details of what would constitute the data conversion and migration requirements.

## 2.6 Documentation Requirements

2.6.1 The Supplier MUST prepare and provide the following Documentation.

- 2.6.1.1 System Requirements Document (SRS):** Bidders shall deliver a full SRS document of their proposed TaRMS solution after they would have complete the requirements gathering with key stakeholders, business users, etc. The composition of the audience for SRS shall be determined after project kick-off.
- 2.6.1.2 Functional Design Document:** Bidders shall deliver a full functional design documents of their proposed TaRMS solution. This document shall have the full design details of the core modules and their dependencies.
- 2.6.1.3 Enterprise Relationship Management (ERM):** Bidders shall deliver the ERM documents depicting the stored procedures, tables, fields, etc. of how the database backend of their proposed TaRMS solution are interconnected for data recording, data processing, reporting, etc. This shall include data dictionary of the entire TaRMS systems.
- 2.6.1.4 Data Cleaning, Conversion, and Migration:** Bidders shall deliver a detailed data cleaning, data conversion, and data migration plan/ strategy as part of the documents to be delivered for the TaRMS solution.
- 2.6.1.5 Functional Configurations Document:** Bidders shall deliver functional configurations documents of the TaRMS. The functional configuration documents shall entail details of the configuration of the each of the TaRMS modules/ functionalities, inclusive of the workflows and approval authorities configured for each workflow/ process, tax types, etc.
- 2.6.1.6 Technical Configurations Document:** Bidders shall deliver technical configurations documents of the TaRMS. The technical configurations shall entail details of how the databases are configured for synchronization (TSD and DAD, MDC and DRS), load balancing, virtualization of each of the environments/ zones, storage distribution, etc.
- 2.6.1.7 Information Security Document:** Bidders shall deliver detailed information security documents of the configured and deployed information systems of hardware firewalls, software firewalls, DDOS devices, SSL, etc.
- 2.6.1.8 Testing Documents:** Bidders shall deliver detailed reports/ documents of their various test plans, test scripts, and test results of all the modules. functionalities of the TaRMS.
- 2.6.1.9 Quality Assurance Document:** Bidders shall deliver detailed document of how the duality assurance is planned,

executed, and results, in ensuring the system is fully quality assured prior to deployment for production use.

#### **2.6.1.10 Interfaces Design, Configurations, and Deployment**

**Document:** Bidders shall deliver detailed document of how they intend and deliver the interfaces of the TaRMS with the legacy systems of ZIMRA, and TaRMS and other systems of government as specified in the interfaces section of this bid document.

**2.6.1.11 Support Plan and SLA:** Bidders shall deliver their proposed support plan and SLA for up keeping the TaRMS post the completion/ achievements of Operational Acceptance, Warranty, and Post-warranty periods.

## **2.7 Requirements of the Supplier’s Technical Team**

2.7.1 The Supplier MUST maintain a technical team of the following roles and skill levels during the Supply and Installation Activities under the Contract:

<b>S/N</b>	<b>Designation</b>	<b>Education (Minimum)</b>	<b>General Professional Experience (Minimum)</b>	<b>Professional Experience Relevant to this assignment (minimum)</b>	<b>Experience in the Implementation of Tax/ Revenue Administration Projects</b>
1.	Project Manager	Advanced/ Post Graduate Degree in Project Management, Accounting, Finance, Economics, ICT, related field.	12 Years	10 Years	2 Projects minimum
2.	Functional Implementation Leads- for all the functional delivery of the TaRMS (Systems Analysts, Programming Experts, etc.)	Degree in Business Administration, Accounting, Finance, Economics, ICT, related field.	10 Years	8 Years	2 Projects Minimum
3.	Technical Implementation Leads- for all the	Degree in ICT, Engineering, MIS, related field.	10 Years	8 Years	2 Projects Minimum

	technical delivery of the TaRMS (Database Experts, Information Security Experts, System Administrators, etc.)				
4.	Integration and Interface Technical-Leads	Degree in ICT, MIS, related field.	10 Years	8 Years	2 Projects Minimum
5.	Training Lead/ Manager	Degree in Business Administration, Accounting, Finance, Economics, ICT, related field.	10 Years	8 Years	2 Projects Minimum
6.	Quality Assurance Lead/ Manager	Degree in Business Administration, Accounting, Finance, Economics, ICT, related field.	10 Years	8 Years	2 Projects Minimum

### **Important Notes on Bidders Proposed Personnel/ Consultants**

1. Bidders/ proposed consultants must sign that they are aware of this bid opportunity (TaRMS by ZIMRA) and accepted for bidders to use their CVs/ resumes as part of bidders bid proposal;
2. An authority representing the bidder must countersign that consultants CVs/ resumes are true representation of the consultant and that if there is any misrepresentation of facts, both bidder and consultant are liable for debarment by the AfDB as part of the consequences for submitting misleading information to gain an unfair advantage in a competitive procurement process;
3. The minimum number of projects as defined in the personnel requirements must be submitted by bidders with projects detailed information. Details must include Project Name, Purchaser/ Location, Project/ Contract Amount, Project Effective/ Signed Date; Project Closure/ End Date/ Date of accomplishment of Operational Acceptance, Supplier/ Contractor, Consultant's Role in the Project; etc. among the list of evidences to be submitted by bidders.

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

## **D. TECHNOLOGY SPECIFICATIONS – SUPPLY & INSTALL ITEMS**

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### **3.0 General Technical Requirements**

**3.0.1 Language Support:** All information technologies must provide support for the English Language. Specifically, all display technologies and software must support the ISO 9001:2015.

**3.0.2 Electrical Power:** All active (powered) equipment must operate on 220v, 50Hz. All active equipment must include power plugs standard in Republic of Zimbabwe.

**3.0.3 Environmental:** Unless otherwise specified, all equipment must operate in environments of *10-30 degrees centigrade, 20-80 percent relative humidity, and 0-40 grams per cubic meter of dust.*

#### **3.0.4 Safety:**

3.0.4.1 Unless otherwise specified, all equipment must operate at noise levels no greater than 60 decibels.

3.0.4.2 All electronic equipment that emits electromagnetic energy must be certified as meeting *US FCC class B*, or equivalent, emission standards.

### **3.1 Computing Hardware Specifications**

The following table lists the minimum hardware specifications for the TaRMS solution:

<b>TaRMS Technical Requirements</b>
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**Important Note:** Bidders **MUST** submit Total Cost of Ownership (TCO), inclusive of annual maintenance and support of databases, processors, etc. of their proposed TaRMS complete solution (application, databases, hardware/ infrastructure systems). The TCO should be for Three (3) Years. An explanation note on this must be submitted as part of the re-current cost items in the "Recurrent Costs Table" of bidders pricing tables. The TCO must be presented as part of bidders’ submission so as to enable ZIMRA make informed decision about the sustainability of bidders proposed solution.

<b><u>3.1.1 Server Systems</u></b>			
S/N	Description	Minimum Specs.	Quantity
			<b>2</b>
3.1.1.1	Converged Server/ Infrastructure	Bidders proposed server/ infrastructure must be a converged/ integrated infrastructure	
3.1.1.2	Processing/ computing capability in terms of user hits	<b><u>300000</u></b>  <i>Note: Bidders to specify processor type, processor speed, No. of cores, etc. that will initially support 300000 concurrent users with potential growth of 500000 over 3-5 years.</i>	
3.1.1.3	Operating System	<b><u>Enterprise Server Operating System</u></b>  <i>Note: Bidders to specify an enterprise operating system that conforms to their TaRMS application solution as well as enhance the performance of the TaRMS.</i>	
3.1.1.4	Database/ backend	<b><u>Bidders to specify</u></b>  <i>Note: Bidders to specify an enterprise database/ backend that conforms to their TaRMS</i>	

		<i>application solution as well as enhance the performance of the TaRMS.</i>	
3.1.1.5	Memory Capacity	<p style="text-align: center;"><b><u>8TB</u></b></p> <p><i>Note: 8TB is the minimum memory capacity expected to be delivered as part of the converged server/ infrastructure.</i></p>	
3.1.1.6	Data/ Database Storage capacity	<p style="text-align: center;"><b><u>380TB</u></b></p> <p><i>Note: 380TB is the minimum storage capacity expected to be delivered as part of the converged server/ infrastructure for the data/ database. However, bidder must dedicate 80TB for SSD fast storage drives and 300TB for non SSD storage drives, bringing total storage to 380TB.</i></p>	
3.1.1.7	Application/ Web Storage capacity	<p style="text-align: center;"><b><u>100TB</u></b></p> <p><i>Note: 100TB is the minimum storage capacity expected to be delivered as part of the converged server/ infrastructure for the application/ web storage. However, bidder must dedicate 20TB for SSD fast storage drives and 80TB for non SSD storage drives, bringing total storage to 100TB.</i></p>	
3.1.1.8	Power	<p style="text-align: center;"><b><u>Bidders to specify</u></b></p> <p><i>Note: the acceptable power use in Zimbabwe is 220 volts Alternating Current (AC). Bidder to specify the power capability of their converged server/ infrastructure in ensuring efficient power supply as well as power redundancy and hot-swap power units.</i></p>	

3.1.1.9	Internal Cooling/ Fans	<p align="center"><b><u>Bidders to specify</u></b></p> <p><i>Note: the acceptable power use in Zimbabwe is 220 volts Alternating Current (AC). Bidder to specify the cooling/ fan capability of their converged server/ infrastructure in ensuring efficient internal cooling/ fan as well as cooling/ fan redundancy and hot-swap cooling/ fan units.</i></p>	
3.1.1.10	Virtualization capability	<p align="center"><b><u>Bidders to specify</u></b></p> <p><i>Note: Bidder's proposed converged server/ infrastructure must be fitted with inbuilt virtualization capability to isolate server resources into various virtualized environments.</i></p>	
3.1.1.11	System Management capability	<p align="center"><b><u>YES</u></b></p> <p><i>Note: system to be installed and deployed with inbuilt system management capability.</i></p>	
3.1.1.12	Remote Management capability	<p align="center"><b><u>YES</u></b></p> <p><i>Note: system to be installed and deployed with inbuilt remote management capability.</i></p>	
3.1.1.13	Fault Management detection capability	<p align="center"><b><u>YES</u></b></p> <p><i>Note: system to be installed and deployed with inbuilt fault detections and error corrections capabilities.</i></p>	
3.1.1.14	Ethernet Management Switch capability	<p align="center"><b><u>1000Mbps</u></b></p> <p><i>Note: System to be installed and deployed with Ethernet management switch capability.</i></p>	
3.1.1.15	Gigabit Ethernet Adapter	<p align="center"><b><u>10 - 40 Gbps per port</u></b></p>	



		<i>Note: System to be installed and deployed with Gigabit Ethernet management switch capability.</i>	
<b>3.1.2. Data/Information Security(Hardware Firewall)</b>			
S/N	Description	Capability (Yes/ No)	Quantity
			2
3.1.2.1	Integrated firewall with VPN and intrusion detection capabilities.	YES	
3.1.2.2	Data leak prevention capability.	YES	
3.1.2.3	Bandwidth management and other online behavior management capabilities.	YES	
3.1.2.4	Capability to identify application-layer threats from application, contents, time, user, attack, and location dimension.	YES	
3.1.2.5	Support various types of interface cards, such as 10GE interface cards, SFP optical, and 10GE optical interfaces.	YES	
3.1.2.6	Support dual AC hot-swappable power supplies.  <i>Note: the acceptable power use in Zimbabwe is 220 volts Alternating Current (AC). Bidder to specify the power capability of their hardware firewall in ensuring efficient power supply as well as power redundancy and hot-swap power units.</i>	YES	
3.1.2.7	Capabilities to block all unauthorized access attempts.	YES	
3.1.2.8	Capability to perform data filtering and auditing on files transmitted through various sources.	YES	

3.1.2.9	Capability for intrusion prevention and web protection.	YES	
3.1.2.10	Capability to rapidly detect million types of viruses through the daily updates signature releases.	YES	
3.1.2.11	URL filtering with capability to access a URL category databases of millions of URLs to manage access by URL category, such as blocking malicious URLs and accelerating access to specified categories.	YES	
3.1.2.12	Capability to audit and trace the sources of URL access based on the user IP address and requested contents.	YES	
3.1.2.13	Capability to support server load balancing.	YES	
3.1.2.14	Support multiple high level VPN encryption features such as IPSec VPN, SSL VPN, and L2/3TP VPN.	YES	
3.1.2.15	Capability to support unlimited number of users/ nodes.	YES	
3.1.2.16	Capability to support concurrent connections for a minimum of 300000 users/ nodes.	YES	
3.1.2.17	Capability to support SSL encryption traffic detection-detects and defense against threats in SSL encrypted traffic using application-layer protection methods such as intrusion prevention, antivirus, data filtering, and URL filtering.	YES	
3.1.2.18	Capability of anti-DDoS; defends against more than 10	YES	

	types of common DDoS attacks.		
3.1.2.19	Supports multi-user authentication methods including, local, RADIUS, SecureID, AD, CA, LDAP, Endpoint Security, etc.	YES	
3.1.2.20	Supports various routing methods, including, IPv4/6 static routes, policy-based routing, routing policies, multicast, etc.	YES	
3.1.2.21	Capability to support minimum of 4Gbps throughput for firewall traffic and 360Mbps for VPN traffic.	YES	
3.1.2.22	Capability of automated threat feed and IPS signature updates.	YES	
3.1.2.23	Supports centralized management, including, centralized configuration, logging, monitoring, and reporting.	YES	
3.1.2.24	Capability of high availability configurations, including, Active/ Active, Active/ Standby.	YES	
<b>3.1.3. Data/Information Security(Software Firewall)</b>			
<b>S/N</b>	<b>Description</b>	<b>Capability (Yes/ No)</b>	<b>Quantity</b>
			<b>Enterprise &amp; Client edition for unlimited users</b>
3.1.3.1	Capability to expose hidden secrets, including, visibility into top risks users, unknown apps, advanced threats, and much more.	YES	
3.1.3.2	Capability of blocking unknown threats and protection of the networks	YES	

	from ransomware and advanced threats, including, top-rated IPS, advanced threats protection, cloud sandboxing, dual AV, web and apps controls, email protections, and a full feature web application firewall.		
3.1.3.3	Capability to identify the source of an infection on the networks and automatically limit access to other network resources in response.	YES	
3.1.3.4	Capability to provide powerful enterprise-level secure web gateway policy controls to easily manage sophisticated user and group web controls.	YES	
3.1.3.5	Capability of ultra-low latency inspection and HTTPS scanning of all traffic for threats and compliance.	YES	
3.1.3.6	Capability to control over thousands of applications based on applications category, risks and other characteristics.	YES	
3.1.3.7	Capability to synchronize application control and automatically identify the unknowns, evasive, and custom applications on the network.	YES	
3.1.3.8	Capability to exploit prevention and to identify even previously unseen malware exploits and ransomware before they get onto the network.	YES	
3.1.3.9	Ensures always-on business continuity for emails protection, and other critical ICT services.	YES	

3.1.3.10	Provides protection from the latest spam campaigns, phishing attacks, and malicious attachments.	YES	
3.1.3.11	Capability to automatically trigger encryption or block/notify based on the presence of sensitive data in emails.	YES	
3.1.3.12	Embedded with predefined policy templates to protect common applications like Microsoft Exchange Outlook Anywhere or SharePoint quickly and easily.	YES	
3.1.3.13	Capability of databases injection and cross-site scripting protection, cookies signing, and more.	YES	
3.1.3.14	Ensuring maximum protection and performance for servers being accessed from the internet.	YES	
3.1.3.15	Supports unlimited users/nodes	YES	

### **3.1.4. Distributed Denial of Service (DDoS) Devices**

<b>S/N</b>	<b>Description</b>	<b>Capability (Yes/ No)</b>	<b>Quantity</b>
			<b>2</b>
3.1.4.1	Capability to reduce the risks of catastrophic DDoS attacks by detecting and filtering malicious traffic aimed at disrupting or disabling internet-based services.	YES	
3.1.4.2	Capability that when an event is detected, redirect internet traffic designed for the protected services to a DDoS protection services site.	YES	
3.1.4.3	Capability to continually look for new methods to identify and classify malicious	YES	

	activities- signature analysis and dynamic profiling.		
3.1.4.4	Custom-built technology platform for DDoS mitigation, providing enhanced protection against zero-day attacks.	YES	
3.1.4.5	DDoS protection for critical applications across private and public cloud environments.	YES	
3.1.4.6	Purpose-built, highly scalable cloud mitigation networks.	YES	
3.1.4.7	Detailed and unified events reporting for multiple environments through a secured portal.	YES	
3.1.4.8	Capability of always-on monitoring- flow or signal based.	YES	
3.1.4.9	Capability of on-demand mitigations	YES	
3.1.4.10	Capability for seamless interoperability between on-premise devices, cloud platforms, and DDoS protection services/ devices.	YES	
3.1.4.11	Scalable enough to handle the largest volumetric DDoS attacks.	YES	
3.1.4.12	Capability of generating detailed reports on customer traffic statistics to enable informed decision.	YES	

## 3.2 Network and Communications Specifications

3.2.1 Local Area Network: *Not applicable*

3.2.2 Wide-Area Network: *Not applicable. ZIMRA's legacy network/ connectivity shall be leveraged to deploy the TaRMS solution.*

### **3.3 Ancillary Hardware Specifications**

*Bidder to Determine*

### 3.4 Standard Software Specifications

## TaRMS Functional Requirements

### 3.4.1. Taxpayer Registration Module

Ref. #	Description of Requirements	Mandatory/ Optional (M/O)	Bidder's Technical Response to Requirements	Bidder's Reference in Response to Requirements in Bidder's Proposal	Additional Bidder’s Responses to Bid Requirements on whether the Requirement is Generic (G) or Customizable (C) to the system	
					Generic (G)	If C, also state duration of Customization
3.4.1.1	System to be capable to register a range of taxpayer types and issue a unique Taxpayer Identification Number (TIN) with an incorporated check digit, to each registered taxpayer.	M				
3.4.1.2	System to be capable to issue high integrity TIN (with check digit) based on pre-defined parameters by the ZIMRA.	M				
3.4.1.3	Facility for online taxpayer registration through online portal (e-services) or manually at ZIMRA	M				



	locations/ tax offices, and via a mobile platform.					
3.4.1.4	Capability to attach various roles including tax types on a taxpayer profile, and status code of the taxpayer record.	M				
3.4.1.5	On taxpayer registration, capability for system to apply taxpayers tax types on the basis of taxpayers line of business/ sectors as pre-defined by the ZIMRA with a commencement date	M				
3.4.1.6	Capability to temporarily de-activate and re-activate taxpayer account.	M				
3.4.1.7	De-registration following a change in circumstances upon taxpayer's requests and subsequently approval of such requests by the ZIMRA	M				
3.4.1.8	Maintain consistency and accuracy in the management of taxpayer records	M				
3.4.1.9	Capability to issue tailored taxpayer registration certificate/ advice note upon completion of taxpayer registration.	M				
3.4.1.10	System to be capable to temporarily deactivate/suspend an existing tax type due to administrative decisions.	M				
3.4.1.11	On deactivation/ suspension of a specific tax type, the system is to retain records of transactions posted prior to deactivation/ suspension of the tax type.	M				

3.4.1.12	Provide a soft match search on the taxpayer register by all attributes including name, trading name, address, birth registration number, death registration number, and TIN.	M				
3.4.1.13	In registering a taxpayer, system to have capability to interface to validate third party documents/ systems on details/ information/ documents submitted by a taxpayer during registration.	M				
3.4.1.14	System to have import functionality for mass data upload from external sources.	M				
3.4.1.15	System to support the use of biometric device and software for taxpayer biodata capturing as part of taxpayer registration	M				
3.4.1.16	System to have capability to track status of taxpayer's application process from inception/ initiation to completion and acknowledgement of completion certificate/ receipt.	M				
3.4.1.17	System to have capability to tag taxpayer profile/ account by the ZIMRA under specific situations. For example, under investigations, dormant, untraceable/ cannot be traced, deceased, out of business, etc.	M				
3.4.1.18	Provide the functionality to re-activate an inactivated taxpayer account,	M				

	including interchanging among different statuses					
3.4.1.19	Store ISIC industry code for all TIN registrations with the possibility of multiple ISIC classification entries.	M				
3.4.1.20	Produce name and address details for bulk mail-out exercises according to predetermined criteria for address labels and pre-printed stationery. This could be for all taxpayers, individual taxpayers, or selected taxpayers.	O				
3.4.1.21	Ability to process payments, store/update payments against a taxpayer, and retrieve such payment information at the demand/ request of the taxpayer or tax officer. Note, payments can be processed through commercial banks, mobile money transfer, and other payment channels.	M				
3.4.1.22	System to have capability to record notes to a taxpayer profile and setting up reminders for follow-up actions and linkage of such reminders for follow-up actions to group members (where necessary).	M				
3.4.1.23	Flexibility for system to record and update multiple addresses to a taxpayer profile. Example, residential address, postal address, business address, etc.	M				

3.4.1.24	Capability for forced/ mandatory registration by ZIMRA where required.	M				
3.4.1.25	Flexibility for the system to approve, reject, amend taxpayer master data.	M				
3.4.1.26	System should have configurable parameters on the tax exemption processing and notification of reminders to tax official and taxpayer when specific actions are required.	M				
3.4.1.27	Capability of the system to register TIN and tax type as one application by a taxpayer	M				
3.4.1.28	Capability of the system that taxpayer registration certificate can be previewed, printed, and output to PDF file by both the taxpayer and tax officer.	M				
3.4.1.29	Capability of the system to segment taxpayers into various categories. Example of which are Segment e.g. Large taxpayers, Medium taxpayers etc., ISIC code, turnover/ business volume, sector, location, etc.	M				
3.4.1.30	Capability of the system to link taxpayer's account/ profile to other registered entities e.g. owners, directors, spouses, related companies, etc.	M				

3.4.1.31	System to have flexibility to print various reports on linked entities of a taxpayer.	M				
3.4.1.32	Capability of the system to be pre-configured with user options either through drop-down selection, radio button, text insertion in the amending or updating of a taxpayer profile/ account.	M				
3.4.1.33	In such amendments/ updating of taxpayer account/ profile, the system must capture the amended/ updated information and not overwrite/ delete previously inserted record/ data.	M				
3.4.1.34	By interfacing with third party systems and undertaking a soft name match during registrations, we expect the system to prevent duplicate registration of a taxpayer by validating corresponding data/ information sourced from other third party systems.	M				
3.4.1.35	Capability of system for notification alert via email or SMS for a completed taxpayer registration and such alert if by email should be transmitted with a registration successful message. Message to be pre-configured by the ZIMRA.	M				

3.4.1.36	System to have flexibility with various sort criteria options in viewing a taxpayer profile/ account.	M				
3.4.1.37	Capability for system to de-register a taxpayer and for system to retain a de-registered taxpayer data/ records based on number of years defined in the system for data archiving.	M				
3.4.1.38	Capability of the system to re-produce/ re-issue a registered certificate based on taxpayer or tax officer demands.	O				
3.4.1.39	System to be built with parameter configurations that ZIMRA can configure the maximum allowed filing and filing periods per each role type.	M				
3.4.1.40	For registration, the system is expected to have the capability to identify taxpayer or applicant for advisory visits or inspections of taxpayers’ premises on the basis of the taxpayers’ business operations and ZIMRA's business rules. Currently mandatory for VAT.	M				
3.4.1.41	It is expected the system to have capability to link taxpayers with their related entities. Example, parent companies, subsidiaries, shareholders, directors, etc.	M				

3.4.1.42	It is expected the system to have capability to view relationships between linked entities.	M				
3.4.1.43	Ability to provide maintenance of taxpayer preferred contacts and agents with effective dating. For bulk postings, system must include the right or applicable address	M				
3.4.1.44	Ability to receive updated master data from information provided on filed returns e.g. address and phone number	M				
3.4.1.45	Allows for deactivation or deregistration of taxpayers and archives information in a way that can be restored if needed.	M				
3.4.1.46	Generates registration-related management information (e.g., statistics of registered taxpayers by entity type, location, and economic sector), with limited user access rights to ZIMRA staff employment and business cases	M				
3.4.1.47	Provides an audit trail of user access and changes made to taxpayer registration data.	M				
3.4.1.48	Provides secure online access to businesses and individuals to register and, once registered, to update details held in the database (e.g., a taxpayer’s postal or business address).	M				

3.4.1.49	Interfaces with other IT subsystems to support filing and payment enforcement (e.g. management of non-filers and debtors,	M				
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**3.4.1. Tax Agents Module**

Ref. #	Description of Requirements	Mandatory/ Optional (M/O)	Bidder's Technical Response to Requirements	Bidder's Reference in Response to Requirements in Bidder's Proposal	Additional Bidder’s Responses to Bid Requirements on whether the Requirement is Generic (G) or Customizable (C) to the system	
					Generic (G)	If C, also state duration of Customization
3.4.1.50	Capability to register tax agents (issuing licenses) including directors and public officers based on pre-defined parameters by the ZIMRA, before they are added to the taxpayer master’s data as a representative,	M				
3.4.1.51	The system to have capability to allow more than one tax agent on one taxpayer, meaning an agent per tax type.	M				



3.4.1.52	The system to be able to manage the tax agent activities, including change of tax agents or reassignments from one tax type to another, with capability for the taxpayer to be flexible to change agents without tax agent permission	<b>M</b>				
3.4.1.53	Deliver functionality that enables extraction of data using predefined parameters, e.g. all taxpayers of a certain Tax Agent, past and present, and reporting compliance performance of each tax agent, including risk assessment of the tax agent.	<b>M</b>				
3.4.1.54	Functionality for a dashboard that appears upon log-on by the tax agent on a taxpayer record showing outstanding obligations (e.g. returns, payments) and status of submitted returns.	<b>M</b>				
3.4.1.55	Functionality for a single logon for each tax agent is provided with access to the tax agent’s multiple taxpayers, with ability to file returns and access account information etc.	<b>M</b>				
3.4.1.56	Functionality for ZIMRA staff to suspend/block a tax agent from representing taxpayers now and in the future until cleared.	<b>M</b>				
3.4.1.57	System to have facility to restrict user access rights to certain information as per ZIMRA specifications/parameters.	<b>M</b>				

**TaRMS Functional Requirements**

**3.4.2. Taxpayer Services and e-Services Module**

Ref. #	Description of Requirements	Mandatory/ Optional (M/O)	Bidder's Technical Response to Requirements	Bidder's Reference in Response to Requirements in Bidder's Proposal	Additional Bidder’s Responses to Bid Requirements on whether the Requirement is Generic (G) or Customizable (C) to the system	
					Generic (G)	If C, also state duration of Customization
3.4.2.1	Capability of the taxpayer to use the facility of e-services for tax taxpayer requests, including tax clearances, receipt generation.	M				

3.4.2.2	Capability of the system to process the approvals or rejections of taxpayer’s tax requests and for system to auto notify taxpayer via email or SMS alert of such rejections or approvals.	M				
3.4.2.3	Capability of the system to support taxpayer relationship management with ZIMRA. For example creating work item for queries handling.	M				
3.4.2.4	The system is expected to have the capability for taxpayer to record tax requests and monitoring the progress of such requests via the e-portal.	M				
3.4.2.5	Capability of the system to provide facility for taxpayers to file income tax returns, VAT returns, and any other returns as required by the various Revenues Laws and Regulations of the Republic of Zimbabwe.	M				
3.4.2.6	Functionality that taxpayers and tax officers can view and print (if applicable) the various returns filed by a taxpayer.	M				
3.4.2.7	Capability for the system to have features that tax officials can notify taxpayer of any errors, amendments, etc. of a filed returned and for such to be handled in an automated manner.	M				

3.4.2.8	Capability for the taxpayer to be notified of and view current and past outstanding tax liabilities.	M				
3.4.2.9	Capability for the taxpayer to submit responses to outstanding tax queries and for system to auto notify tax officer immediately such responses are recorded using the e-services.	M				
3.4.2.10	Capability for the taxpayer to see status of tax refunds, filed returns, assessments, interest and penalty charges to each tax type.	M				
3.4.2.11	Due to network or internet challenges, the system is expected to also provide facility for walk-in taxpayer to record queries, etc. directly at ZIMRA office locations and for taxpayer to have the facility to monitor the progress of such queries.	M				
3.4.2.12	System to have the capability to receive and record taxpayer disputes, appeals, objections and amendments.	M				
3.4.2.13	Through the interface with payment systems, we expect the system to be capable that taxpayers can use the e-services for remittance of tax payments as well as receipt of refunds.	M				
3.4.2.14	By using the e-services, capability for the system to track and provide alerts/ feedbacks of payments	M				

	remitted as well as status of such payments. Example, under processing, processed, suspense rejected, etc.					
3.4.2.15	Capability for the taxpayer to use the e-services to re-register as a legal representative in the event of a deceased taxpayer.	M				
3.4.2.16	Capability of the system to provide view and print options of taxpayer's statements and other reports.	M				
3.4.2.17	The tax portal is to be comprehensive and interactive with various contents required for an effective tax portal.	M				
3.4.2.18	Capability for the system to enforce taxpayer's access rights, system integrity and security controls based on configured access rights and parameters by the ZIMRA.	M				
3.4.2.19	The e-services is to support the provision of taxpayer information including such as FAQs, knowledge base of taxpayer issues and resolutions, legal instruments of the ZIMRA, court cases, appeals and rulings, and linkages to calculators and other tools etc.	M				
3.4.2.20	Capability of the system to have the facility of online chats and response to taxpayers questions on support,	M				

	clarifications, and related customer care assistance.					
3.4.2.21	Capability for the system to provide the facility for taxpayers to view, download, and print all documents/forms uploaded in the portal by the ZIMRA.	M				
3.4.2.22	Complete integration of the e-services/ portal with all the modules of the TaRMS.	M				
3.4.2.23	Capability of the system to responding to taxpayers requests and submitting various certificates and other documents such as Certificate of Exemption (COE), Tax Clearance Certificate (TCC), etc via the e-portal.	M				
3.4.2.24	Capability of the system to provide taxpayers the facility to record enquiries/ queries and for monitoring the progress of such enquiries/ queries in real-time.	M				
3.4.2.25	Integration of the call centre technology and the system to display the taxpayer details on screen whilst answering the call	M				
3.4.2.26	Capability for taxpayer to lodge amended returns/assessments on e-service which will be risk assessed and either processed or sent for exception handling.	M				
3.4.2.27	Generation of various reports	M				

3.4.2.28	System to have capability to restrict user access rights to ZIMRA staff employment and business cases	M				
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**TaRMS Functional Requirements**

**3.4.3. Assessments, Returns, Refunds, and Payments Processing Module**

<b>Ref. #</b>	<b>Description of Requirements</b>	<b>Mandatory/ Optional (M/O)</b>	<b>Bidder's Technical Response to Requirements</b>	<b>Bidder's Reference in Response to Requirements in Bidder's Proposal</b>	<b>Additional Bidder’s Responses to Bid Requirements on whether the Requirement is Generic (G) or Customizable (C) to the system</b>	
					<b>Generic (G)</b>	<b>If C, also state duration of Customization</b>
3.4.3.1	System to be capable to record and manage taxpayer’s liabilities originating from return assessments (self assessments or tax officer assessments), including recognition of one original return and extensions	M				

	granted on submission of returns per tax period and tax type.					
3.4.3.2	System to be capable of estimated assessments computation based on previous taxpayer returns submitted and/or third party information.	M				
3.4.3.3	Capability for system to process payments via multiple payment platforms. Examples such as Electronic File Transfer (EFT), Automated Teller Machine (ATM), Internet Banking, Over the Bank Counter, Point of Sale (PoS) devices, Mobile Money, SMS, etc.	M				
3.4.3.4	On each payment record, it is expected the system to be capable to generate a unique payment identifier and update such onto the taxpayer's account.	M				
3.4.3.5	Capability of the system to off-set journal entries for various accounts from the moment a taxpayer request for refunds/ claims to the moment payment is refunded into the taxpayers account through a workflow approval process.	M				
3.4.3.6	Capability of the system to calculate interests on over-due refunds and claimed overpaid amounts (liability to the ZIMRA)	M				



3.4.3.7	Capability of the system to maintain archive of digital copy of all assessment documents.	M				
3.4.3.8	System to be inherent with functionality to charge liability on a taxpayer account in the event a taxpayer submitted a self assessment return in error, or defaulted in submitting/ filing a self assessment return or has in-error submitted an assessment that needs to be corrected.	M				
3.4.3.9	System to have configurable parameters of assessment types. Example, audit adjustment, default estimation, additional assessments, amended returns, etc.	M				
3.4.3.10	When a taxpayer declared chargeable income on a self-assessment return, it is the expectations for the system to generate a corresponding assessment.	M				
3.4.3.11	Capability of the system to process and update an aggregated assessment result to the taxpayer's accounts.	M				
3.4.3.12	Where a refund claim has been held beyond the acceptable period of the configurable parameters, the system to alert/ notify the assigned tax officer (for example by use of colours Red, Amber, Green) for notification and necessary actions.	M				

3.4.3.13	Capability of the system to generate automated filing reminders pre-due date and to non-filers after due date.	M				
3.4.3.14	Capability of the system to facilitate an automated system created assessment of late filers /non-filers as well as an accompanying generated demand letter to be sent based on configurable predefined criteria, historic data and other relevant data/information sources.	M				
3.4.3.15	Capability of the system to perform bank and accounts reconciliation between taxpayers’ accounts and ZIMRA receiving and controlling accounts.	M				
3.4.3.16	Capability of the system that an assessment officer is able to adjust or overrule assessments especially for self-assessment returns.	M				
3.4.3.17	The system to be flexible that all of the tax types configured can be claimed for refund by a taxpayer.	M				
3.4.3.18	Capability of the system to record payments against an applicable tax type and tax period on each taxpayer account.	M				
3.4.3.19	The system must have a seamless integration with assessments, audits, taxpayer accounting, and all other modules of the TaRMS.	M				

3.4.3.20	Capability of the system as part of the integration of various modules/ functionalities to be capable for integrated data exchange with the debt management module/ functionality, for initiating and processing of debt recovery/ unpaid obligations of a default taxpayer.	M				
3.4.3.21	Capability of the system to verify the entitlement to refunds due to a taxpayer, taking into consideration validation of taxpayer commitments (if any) on other tax types liabilities.	M				
3.4.3.22	Capability of the system for payment reversal in the event a payment was recorded in error, cheque bounced, etc. and for mandatory reversal reasons to be stated in the reversal form/ functionality of the system.	M				
3.4.3.23	Capability of the system to record and process (approve or reject) a refund claim by a taxpayer and for the entire process to be controlled in a workflow.	M				
3.4.3.24	Capability of system to determine due-date for a payment based on pre-configured parameters.	M				
3.4.3.25	System to have inbuilt capability that assessments notices can be sent to the taxpayer electronically or downloaded from e-services.	M				

3.4.3.26	Capability for the system to auto update the taxpayer and revenue accounts of every taxpayer and tax officer's payment actions.	M				
3.4.3.27	At a moment when the payment is completely processed, system to auto update the taxpayer account accordingly.	M				
3.4.3.28	Capability of the system to apply notations to accounts e.g. bankruptcy, and apply the appropriate business rules/indicators where the notations are present.	M				
3.4.3.29	Capability of the system to accommodate payment installments on a taxpayer debtors accounts.	M				
3.4.3.30	System to have flexibility for unlimited number of returns for withholding taxes	M				
3.4.3.31	Through the interface between the TaRMS and third party systems, it is expected the system to have seamless data exchange between TaRMS and ERP (the core financial management system of ZIMRA), and bank systems for the remittance of refunds to a taxpayer.	M				
3.4.3.32	Where a previous assessment record of a taxpayer exists in the system, the system should be capable to compute/ calculate the additional tax	M				

	(if applicable) or discharge accordingly and record same transaction entry to the taxpayers account.					
3.4.3.33	The system is to be capable to classify returns into distinctive categories based on source of the assessment; example, audits, investigations, returns, etc. and pre-defined business rules.	M				
3.4.3.34	System to be capable to reconcile control and subsidiary accounts seamlessly and auto post requisite journals against each account.	M				
3.4.3.35	Where a re-assessment is prompted by audit, it is expected the system will have the functionality to record all the audit findings and conclusions and link these to the taxpayer's accounts.	M				
3.4.3.36	System to be capable of carrying out the credibility of an assessment of a refund claim based on pre-defined and configured checklists or parameters as part of the system integrity checks.	M				
3.4.3.37	As part of the refund claim process (taxpayer and tax officer), the system will be able to update the taxpayer profile/ account with status of the refund process and expected	M				

	timeframe/ date of refunds to be remitted to the taxpayer.					
3.4.3.38	If a refund claim is disallowed/ disapproved, we expect the system to mark such claims with the/ a disallowed/ disapproved reasons and update such to the taxpayer profile/ account.	M				
3.4.3.39	System to be capable of processing a single payment against multiple tax liabilities and updating taxpayer accounts and revenue accounts accordingly.	M				
3.4.3.40	System to have facility for viewing and printing of payment receipts and advices on demand by either taxpayer or tax officer.	M				
3.4.3.41	System to have ability to generate various reports	M				
3.4.3.42	System to have capability to restrict user access rights to ZIMRA staff employment and business cases	M				

**TaRMS Functional Requirements**

**3.4.4. Arrears Recovery and Debt Management Module**

Ref. #	Description of Requirements	Mandatory/ Optional (M/O)	Bidder's Technical Response to Requirements	Bidder's Reference in Response to Requirements in Bidder's Proposal	Additional Bidder’s Responses to Bid Requirements on whether the Requirement is Generic (G) or Customizable (C) to the system	
					Generic (G)	If C, also state duration of Customization
3.4.4.1	System to be capable to detect unpaid liabilities and aged liabilities over a period of time as per the business rules of ZIMRA.	M				
3.4.4.2	System to have capability of analyzing and consolidating debt stock and trigger for risks on default/ unpaid	M				

	debts, including management of tax amnesty debts					
3.4.4.3	System to be able to automatically calculate penalties on over-due debts from the due date according to the pre-configured business rules.	M				
3.4.4.5	The system's expected debt management capabilities needs to automate the process of reviewing and approving taxpayer payment schedules based on negotiated and agreed payment plan as part of the debt recovery of the ZIMRA.	O				
3.4.4.5	Due to the interface with the system and other third party systems, it is expected for the system to have inbuilt intelligence to analyze the taxpayer's asset base so as to enable ZIMRA make informed decision about taxpayer's capability to pay its debts.	M				
3.4.4.6	System to have the capability to create payment demand notices to taxpayers and request an approval for garnishment of taxpayer assets-financial and attachment of nonfinancial.	M				
3.4.4.7	System to have the capabilities to record and process the various processes in the forced sale of taxpayer's assets.	O				



3.4.4.8	System to include various reporting options across the entire debt management operations.	M				
3.4.4.9	System to record debt negotiations steps/ procedures and payment plans and update taxpayer's account in the conclusions/ decisions of the debt negotiations and if taxpayer defaults, the system to be capable to trigger the next line of actions based on the pre-configured parameters.	M				
3.4.4.10	System to be able to automate the process of debt waiver/ debt relief in an organized workflow management process from the moment the request is initiated to the completion/ approval.	M				
3.4.4.11	System as part of the debt management operations should be able to categorize debts into various categories. Example, liquidation, court appeal cases, objections, disputed, recommended for write-off, etc.	M				
3.4.4.12	System to be capable to off-set the taxpayer's accounts with proceeds from forced recovery.	M				
3.4.4.13	System to have debt write-off and debt suspension capabilities.	M				
3.4.4.14	System to have debt recovery/ strategy rules pre-configured that can	M				

	be configured as per ZIMRA's business rules on debt recovery/strategy.					
3.4.4.15	System to have on-hold functionality on a taxpayer account as part of debt recovery strategy. Example, when a debt is undergoing objections and appeals or pending prosecution.	M				
3.4.4.16	System to be able to automatically issue reminders for payments prior to due-date, on due-date, and after due-date according to the escalation procedures defined by the business rules.	M				
3.4.4.17	System to be able to main records of itemized seized goods with indication of expected value via data inputs after assets has been evaluated and recorded in the system.	M				
3.4.4.18	System to be intelligent enough to compute and apply interest charges and penalties as per tax liability reductions or write-off percentages.	M				
3.4.4.19	System to have the capability to automatically create debt collection/recovery cases based on pre-defined parameters, events, and any other taxpayer actions or system assessments.	M				
3.4.4.20	System to be capable of updating taxpayer's debt profile with every	M				

	action of the debt management process. Example, open, request for information, etc.					
3.4.4.21	The system to be capable to record and process various types of forced collection measures. Example, auctions, etc.	M				
3.4.4.22	System to have capability to reverse interest charges on all reversed tax types when necessary.	M				
3.4.4.23	System to be capable of assessment of debtor's payment capability considering financial means and sellable assets and updating the collectability status.	M				
3.4.4.24	System to be capable of creation and dynamic maintenance of workflows reflecting the most appropriate debt collection procedure according to the specific nature of a case. Example, amount owed, age, specific risk elements, etc.	M				
3.4.4.25	System to have ability to generate various reports.	M				
3.4.4.26	System to have capability to restrict user access rights to ZIMRA staff employment and business cases	M				

**TaRMS Functional Requirements**

**3.4.5. Compliance, Risks, and Audits Management Module**

Ref. #	Description of Requirements	Mandatory/ Optional (M/O)	Bidder's Technical Response to Requirements	Bidder's Reference in Response to Requirements in Bidder's Proposal	Additional Bidder’s Responses to Bid Requirements on whether the Requirement is Generic (G) or Customizable (C) to the system	
					Generic (G)	If C, also state duration of Customization
3.4.5.1	System to create, maintain and enable viewing of whole of taxpayer ‘situation summary’ information, indicating on-going audits, open assessments, suspense items, appeals, bankruptcy, internal arrangements,	M				

	risk rating, compliance posture as a part of the global risk profile.					
3.4.5.2	The system is to be able to identify taxpayers operating as a separate tax returning entity while at the same time maintaining links to taxpayer other tax types in a bid to track compliance status against the overall obligations of the taxpayer.	M				
3.4.5.3	We expect the system to have the functionalities to define risks and risks categories and apportion weights on each category.	M				
3.4.5.4	System to have the mechanisms for setting compliance criteria for issuing various taxpayer certificates based on pre-configured compliance business rules.	M				
3.4.5.5	System must provide a facility for strategic compliance planning parameters.	M				
3.4.5.6	System should be able to prepare, maintain, and internally distribute annual control plan, comprising documents review, item checks, thematic and comprehensive audit actions.	M				
3.4.5.7	Ability of the system for supervisors/managers to view work item progress and insert comments, where necessary, as part of the guidance to	M				

	the staff. For example, audits supervisors/ managers to view audits progress and insert comments, tracking of audit cases progression using colour codes (Red, Amber, Green)					
3.4.5.8	Capability of the system to determine risk ratings on the basis of taxpayer business activities/ size, line of business/ sector, previous compliance, etc.	M				
3.4.5.9	System must be capable to identify and maintain risk profiles of individual taxpayers.	M				
3.4.5.10	Capability within the system to allocate and re-allocate cases as per user roles, functional classes, skills set, and workload and any other parameters applicable to risks and case managements.	M				
3.4.5.11	Capability for system to customize the sort criteria options for specific tax type and amount ranges within the tax type.	M				
3.4.5.12	It is expected the system to have functionality for audits cases deferment.	M				
3.4.5.13	Capability of the system to have facility for updating of audits plans.	M				

3.4.5.14	Capability of the system to transmit audit notification notices to a taxpayer.	M				
3.4.5.15	System to have intelligent analysis of supplier and purchaser invoices and identify areas where suppliers may have underreported their income.	M				
3.4.5.16	Capability of the system to have functionalities of tax type related risk elements, including the risks assigned to the specific type of transactions, such as tax credit in general reimbursements and VAT refunds in particular.	M				
3.4.5.17	It is expected for the system to have compliance monitoring facilities and sanctioning of non-compliance/default taxpayers. Example, non-filers, late-filers, or late payment taxpayers.	M				
3.4.5.18	System to have the capability for insertion of audit opinions and audits follow-up actions.	M				
3.4.5.19	Capability of the system to assess taxpayer's risk on the basis of magnitude of previous audits and outcomes/ recommendations of such audits.	M				
3.4.5.20	It is expected the system to have the capability for alert reviews of non-compliance taxpayers through the	M				

	integration of assessments and other modules of the TaRMS.					
3.4.5.21	System to have complete audit operations management functionalities including, number of calendar of days available, number of staff available, audits duration, etc.	M				
3.4.5.22	System to be able to record and maintain audits cases that may lead to investigations and for such activities to be controlled internally by the system audits and investigations functionalities.	M				
3.4.5.23	System to be capable to maintain a list of assessments per tax audit office, audit officer, date, and audit outcomes- example, differences found in the declared tax and revised tax, penalties charged, etc. for all tax types.	M				
3.4.5.24	System to have capability to split cases based on risks assessments and other criteria.	M				
3.4.5.25	System capability to maintain register of auditors/ audit teams, and rank auditors based on skills set and audits tax types.	M				
3.4.5.26	System to have capability for audit team assignment based on case type, availability and capability of auditor.	M				



3.4.5.27	System to have facility for external document uploads for audits and other purposes related to risk analysis and auditing.	M				
3.4.5.28	System to have various parameters for setting risk criteria.	M				
3.4.5.29	System to have capability for estimation of audits targets according to the selection split rules and risk assessments of a taxpayer.	M				
3.4.5.30	System to be able to carry out data matching/ validation for a taxpayer’s account using external data sources and linking such with taxpayers return data, compliance, etc., to determine if a fraudulent action has taken place.	M				
3.4.5.31	System to have various financial analysis facilities as part of the risk and audit features.	M				
3.4.5.32	Capability of the system for update of taxpayer performance statistics based on configurable pre-defined variables.	M				
3.4.5.33	Capability of the system to have comprehensive audit enquiry and reporting functions on all audits cases and related information.	M				
3.4.5.34	Capability of the system to be flexible that user can generate their own reporting needs- ad hoc reports, etc. on demand, with limited user access	M				

	rights to ZIMRA staff employment and business cases					
3.4.5.35	Capability of the system to accommodate risk analytical models.	M				
3.4.5.36	Capability of the system to group risks relevant information such as tax returns data for historical periods and years for historical trends, taxpayer financial statements, compliance history of a taxpayer, etc.	M				
3.4.5.37	Capability for supervisor to re-direct cases between actioning officers using the system case management workflow.	M				
3.4.5.38	When a case officer selects the conflict of interest check box, the system should return the case to the case pool or re-direct the case to another officer, supervisor or manager, depending on the parameters configured in the workflow.	M				
3.4.5.39	Capability of the system to audit risk profile of a taxpayer with audit findings during auditing of the taxpayer.	M				
3.4.5.40	Capability of the system to automate the case proceedings of an audit or case in a workflow process.	M				
3.4.5.41	As part of the interface with customs systems, it is expected for the system	M				

	to perform analysis of customs data and confirm that trader is registered (TIN), active, files returns, and make payments regularly.					
3.4.5.42	System to be capable to produce real time audit reports of ongoing audits, with information of activities undertaken by date range, tax audits office location, audit officers/ managers, etc.	M				
3.4.5.43	System to be capable to maintain accounting ratios as per data in the declared returns and comparison with industry average, geographical and other ratios/ parameters. In the event wherein a variance is observe, the system should be capable to trigger a risks notification to the appropriate risks officer.	M				
3.4.5.44	System to have functionality that on risk analysis of taxpayers, a taxpayer can be scored in terms of risks/ compliance performance per specific tax type or line of business type.	M				
3.4.5.45	With the integration with ASYCUDA, the system to be capable to match total goods imported against declared annual turnover declared by the taxpayer, and include any irregularities under the system’s risk profiling process.	M				

3.4.5.46	Capability for the system to flag turnover that is returned if the expected value is less than anticipated. For example, if the VAT returns do not match the values of the income tax; and if the value in the fiscal devices do not tally with what is declared by the taxpayer.	M				
3.4.5.47	Capability for system to analyze trend analysis by tax type and turn over and other parameters	M				
3.4.5.48	Capability for system to focus on specific industries for risk analysis.	M				
3.4.5.49	On completion of risk analysis, the system should be able to present total risk results and for the user to have the option to select the top priority cases based on predefined parameters.	M				
3.4.5.50	System to be intelligent and to trigger notification for payments arrears taxpayer and by various tax types.	M				
3.4.5.51	Capability for the system to retire an existing criteria and easily add new criteria based on business rules.	M				
3.4.5.52	System to have capability to restrict user access rights to ZIMRA staff employment and business cases	M				

**TaRMS Functional Requirements**

**3.4.6. Workflow and Case Management Module**

Ref. #	Description of Requirements	Mandatory/ Optional (M/O)	Bidder's Technical Response to Requirements	Bidder's Reference in Response to Requirements in Bidder's Proposal	Additional Bidder’s Responses to Bid Requirements on whether the Requirement is Generic (G) or Customizable (C) to the system	
					Generic (G)	If C, also state duration of Customization
3.4.6.1	Automated creation of cases based on taxpayers request submitted via the portal, e.g. creation of objection and appeal cases.	M				

3.4.6.2	Capability for the taxpayer to lodge objections and appeals via the e-services/ portal of the system.	M				
3.4.6.3	System to be able to define assign and track work items as part of the task management functionality of the system.	M				
3.4.6.4	The workflow capability of the system to have multiple approval workflows. Example, initiate/ create, review, delete/ approve, etc.	M				
3.4.6.5	System to have facility/ options for automated and manual case creation.	M				
3.4.6.6	On creation of case, system to identify the specific case type Example, taxpayer noncompliance, etc.	M				
3.4.6.7	System to be seamlessly integrated with document management and all other modules/ functionalities of the TaRMS.	M				
3.4.6.8	As part of the case management functionality, it is expected for the system to be capable to re-assign cases, track the progress of re-assigned case, and update case using the workflow capability of the system.	M				
3.4.6.9	The system to have facility that taxpayers’ cases/work items can be logged electronically by the taxpayer and walk-in by the taxpayer at a	M				

	ZIMRA customer care office location.					
3.4.6.10	System to have parameters that cases can be lodged entirely with all relevant details and can be searched and found easily.	M				
3.4.6.11	It is expected for the system's workflow capability to be dynamic so users can easily create new workflows based on new business rules/ needs.	M				
3.4.6.12	It is expected that system's workflow is not linked to users license volume of the system that may require separate license for configuration of workflows in the system. The workflow engine must be an inherent functionality of the system irrespective of the users' license volume acquired for the TaRMS modules.	M				
3.4.6.13	It is expected that system workflow must have facility for internal communications between ZIMRA officials and external communications- ZIMRA tax officers and taxpayers.	M				
3.4.6.14	It is expected for the system to have scheduling as part of its case management functionality.	M				
3.4.6.15	It is expected that workflow and case management system shall be the core	M				

	facility for recording of objections and appeals, service requests, and customer related support services.					
3.4.6.16	When a case is lodged, it is expected for the system to have the facility that taxpayers can view and monitor the progress of cases and as well as upload/ attachments that are required as part of the case deliberation process.	M				
3.4.6.17	On submission of an objection by a taxpayer, the system to have the facility to not only handle the process in an automated process flow but also functionality for the outcome of objections to be captured e.g. where upheld, upheld in part, dismissed, etc. based on the business rules of ZIMRA.	M				
3.4.6.18	It is expected for the system to have calendaring and events planning and tracking as part of its case management functionality.	M				
3.4.6.19	That whatever the outcome of an objections/ appeals, the outcome of such to be updated in the taxpayers accounts case records.	M				
3.4.6.20	System to be capable to trigger alerts notifications at various stages of the case management process.	M				



3.4.6.21	System to have facility to rate cases based on their nature and complexity.	M				
3.4.6.22	System to be capable with functionality for case priority rankings and such rankings to be guided by predefined case processing timeline parameters configured in the system.	M				
3.4.6.23	It is required for the system to have Key Performance Indicator (KPI) monitoring and reporting capability.	M				
3.4.6.24	KPI reporting to be done in various reporting statistical outputs/ charts and dash boards.	M				
3.4.6.25	Case dashboard facility and viewing by both taxpayer and tax officer. User's profile to be configured and access rights assigned as per user business functions and taxpayer's line of business and tax type.	M				
3.4.6.26	By the integration of the system with documents management, the system to have facility for authorizing letters either by the documents management system or other Microsoft office applications.	M				
3.4.6.27	System to have case indexing capability	M				
3.4.6.28	System to have documenting and documents check-in and check-outs capability.	M				

3.4.6.29	It is expected for the system to have facility to record and track details of case hearings and dispositions in situations where in a case involves legal proceedings/ prosecutions.	M				
3.4.6.30	Additionally, in such hearings and dispositions, it is expected for the case to record and processes the taxpayers compliance on the post dispositions compliances and executions.	M				
3.4.6.31	System to have capability to restrict user access rights to ZIMRA staff employment and business cases	M				

**TaRMS Functional Requirements**

**3.4.7. Taxpayer Accounting, Revenue Accounting, and Revenue Forecasting Module**

Ref. #	Description of Requirements	Mandatory/ Optional (M/O)	Bidder's Technical Response to Requirements	Bidder's Reference in Response to Requirements	Additional Bidder’s Responses to Bid Requirements on whether the Requirement is Generic (G) or Customizable (C) to the system
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				<b>in Bidder's Proposal</b>	<b>Generic (G)</b>	<b>If C, also state duration of Customization</b>
3.4.7.1	Where a taxpayer has been exempted from a certain tax type liability, the system must be flexible that taxpayer must have the facility to remit/ make payments for other tax type liabilities and such payments linked to the taxpayer accounts.	M				
3.4.7.2	It is expected the system have inbuilt revenue forecasting capability; especially refunds forecasts for VAT liabilities.	M				
3.4.7.3	The system must be capable to allow separate balances to be maintained for advance tax payments received such as Provisional Payments, Withholding Tax deductions, and Pay As You Earn (PAYE) deductions etc.	M				
3.4.7.4	In the event a taxpayer made payments for provision taxes, the system should be able to record such transactions as liabilities to the ZIMRA and such liabilities net-off against an assessment of the taxpayer.	M				
3.4.7.5	In the event wherein interest for outstanding liabilities/ balances are applied to a taxpayer, it is expected	M				

	for the system to auto compute such interest charges and apply on the taxpayer account by recording the corresponding journals.					
3.4.7.6	System to have full functionality of a taxpayer account enquiry by various enquiry criteria.	M				
3.4.7.7	Capability for balance sheet control accounts for processing pre-payments (credits) and obligations (debits) against a taxpayer account.	M				
3.4.7.8	System to be configurable with a classification of accounts/ Chart of Account (CoA) and CoA to be configurable and applied in all debits and credits entries of the taxpayer accounts and revenue accounts.	M				
3.4.7.9	System to have account adjustment functionality and for all account adjustments to be executed in a controlled workflow manner with predefined approval authorities.	M				
3.4.7.10	Due to the expected seamless integration of the TaRMS modules/ functionalities, it is expected that system has the capabilities for all refunds authorized in the other modules are approved in the taxpayer accounting module in order to validate refunds against other accounts held by the taxpayer.	M				

3.4.7.11	System to be capable that components of taxpayer's outstanding balances can be viewed from a taxpayer account.	M				
3.4.7.12	In the event there is a pending liability on the taxpayer other tax type, it is expected for the system to identify those liabilities and post the refunds against each liability and update the taxpayer account accordingly.	M				
3.4.7.13	Capability of system to create revenue transactions with data sourced from the general ledger of the system.	M				
3.4.7.14	System to be capable to account for all debits / credits for all taxpayer, tax types tax period (TTP) an applying the balance forward accounting method – open item approach is not acceptable.	M				
3.4.7.15	System to be capable for manual adjustments of revenue projections/ targets and for system to maintain historical adjustment data.	O				
3.4.7.16	Ability to create account for branches of a taxpayer’s organization and for individual entity and aggregated for the entire branch according to the configurable business rules.	M				
3.4.7.17	Capability of the system to enable tax officer and taxpayer to perform	M				

	account enquiry on the details of a tax payer's account and tax type linked to the taxpayer account.					
3.4.7.18	Capability of the system to have inbuilt account maintenance features such as month end opening/ closure, year-end closure, new year created, adjustment period, etc.	M				
3.4.7.19	System to be fully compliant with double-entry accounting and cash, modified cash, and accrual accounting methods.	M				
3.4.7.20	System to be capable that taxes at source, including periodical payments should be flexible to be posted onto a memorandum account, or other suitable control account structure, pending end of period or year reconciliation. On completion of full compliance checks the periodic payments on the memorandum account should be posted to the right taxpayer account based on the assessments/ refunds, and corresponding journals posted accordingly.	M				
3.4.7.21	In the event wherein there is a planned/ proposed new tax, the system to be capable to simulate the applicability of such tax type.	M				

3.4.7.22	Capability of the system that a taxpayer accounting module/ functionality also facilitates compliance checking (compliance, collections and debt management module) for late filing or payment, where upon penalties are calculated and demand letters issued.	M				
3.4.7.23	System to be capable to produce reports detailing revenues collected against projected revenue targets by tax type, etc. in a bid to monitor revenue performance at various administrative or sectorial levels.	M				
3.4.7.24	System to be capable that adjustments are to be recorded online by both taxpayer and tax officer and that such adjustments should be verified by a supervisor or manager (depending on the approval hierarchical structure) prior to such adjustment posted to the taxpayer account and corresponding journal entry onto the revenue account.	M				
3.4.7.25	Capability of the system to identify and transfer unidentified payment to their right taxpayer accounts once such valid taxpayer account is established.	M				
3.4.7.26	System to be capable to post amended returns and the potential	M				

	effect on accounts and provisional payment schedules should there be a change in taxpayer's liability.					
3.4.7.27	System to be capable of automated revenue projections by revenue type and revenue location/ region.	M				
3.4.7.28	Flexibility for movements of payments under one taxpayer, from one tax type to another tax type, and flexibility for movements of payment from one taxpayer account to the account of a different taxpayer with audit logs (for example, provision to put reasons/comments for the movement)-	M				
3.4.7.29	System to provide options for account adjustment including transfers between accounts, amendment of liabilities, etc. The system should allow the movement of payment transactions between period and accounts for a taxpayer	M				
3.4.7.30	Capability of system to have auto synchronization between taxpayer accounting and revenue accounting.	M				
3.4.7.31	System to have features for sufficient narrative details for compliance – to be able to identify non-payment, short and late payment.	M				



3.4.7.32	System to have the capability for amendments to be made via reassessments, account adjustments, transfers, etc.	M				
3.4.7.33	System to have capability to post debits and credits within a tax type and across tax types.	M				
3.4.7.34	The taxpayer accounts enquire functionality of the system to be configured with various options, including, taxpayer services, audits, assessments, compliance, etc.	M				
3.4.7.35	Flexibility for the system to record taxpayer information by various accounting periods. For example, January - December; July - June; October - September, etc. and for these to be linked with the accounting period pre-defined by the ZIMRA business rules.	M				
3.4.7.36	Capability of the system to enable “suspense” accounts functionality for unidentified payments, and the ability to transfer payments from the suspense account to a taxpayer account.	M				
3.4.7.37	Capability of the system to dissect the taxpayer’s account for each tax type into principal tax, penalties, interest etc.	M				

3.4.7.38	Capabilities of the system to identify debts by age based on pre-configured parameters.	M				
3.4.7.39	Capability of the system to display tax arrears on Notices of Assessment and Statement of Tax Accounts issued to taxpayers for both the particular tax type in question, and all tax types.	M				
3.4.7.40	Capability of the system to record amounts in disputes in cases related to investigations, appeals, etc.	M				
3.4.7.41	System to be capable to enable the receipt and processing of payments transferred from customs system (ASYCUDA) or other systems, verify such receipts and post against requisite taxpayer accounts and corresponding revenue accounts.	M				
3.4.7.42	System to be inherent with features for write-off of bad debts and retain historical data of such bad debts for future analysis and reporting.	M				
3.4.7.43	System to be capable to perform tax revenue analysis by using various predefined variables.	M				
3.4.7.44	System to be capable to calculate tax expenditure analysis by using various predefined variables.	M				
3.4.7.45	System to be capable with inbuilt tools and algorithms for revenue	M				

	forecasting (micro and macro) using various economic models.					
3.4.7.46	System to be capable for automated revenue projections by month, quarter and yearly and match such projections against actual revenue receipts by month, quarter, and year.	M				
3.4.7.47	System to have capability to restrict user access rights to ZIMRA staff employment and business cases.	M				

**TaRMS Functional Requirements**

**3.4.8. Documents Management Module**

Ref. #	Description of Requirements	Mandatory/ Optional (M/O)	Bidder's Technical Response to Requirements	Bidder's Reference in Response to Requirements in Bidder's Proposal	Additional Bidder’s Responses to Bid Requirements on whether the Requirement is Generic (G) or Customizable (C) to the system	
					Generic (G)	If C, also state duration of Customization

3.4.8.1	Capability of the system to generate documents within the system and import memo from external sources into the system. For example, memos, letters. Input tax schedules,	M				
3.4.8.2	It is expected for the system to have documents version control and retain the history of different document versions.	M				
3.4.8.3	It is expected for the system to have workflow management capabilities.	M				
3.4.8.4	It is expected for the document management system to be integrated with the overall TaRMS modules and functionalities.	M				
3.4.8.5	Internal users of the system and other relevant users within the intranet of ZIMRA shall have access to the system via the ZIMRA's official network.	M				
3.4.8.6	Taxpayer users shall have access to the system via Internet through the e-services/ e-portal.	M				
3.4.8.7	It is expected for the system to be inbuilt with functionalities of help desk/ FAQ that can be accessible and used by both taxpayers and ZIMRA officials.	M				
3.4.8.8	It is expected for the system to have capability to compress documents which reduces the size of the	M				

	document file without corrupting the readability of the document.					
3.4.8.9	As part of the interface of the TaRMS with other third party systems, it is expected for the system to have capability for data exchange with external third party systems.	M				
3.4.8.10	System to be capable to support any document formats for storing, archiving and retrieval.	M				
3.4.8.11	<p>It is required the system shall support the following document formats for storing and viewing documents:</p> <ul style="list-style-type: none"> <li>• TIFF</li> <li>• PDF (Including OCR Text Layer)</li> <li>• DjVu (Including OCR Text Layer)</li> <li>• PDF/A</li> <li>• All Microsoft Office document formats</li> <li>• All Open Office document formats</li> <li>• JPG</li> <li>• GIF</li> <li>• GML</li> <li>• XML</li> <li>• MVI</li> </ul>	M				

	<ul style="list-style-type: none"> <li>• HTML</li> <li>• Email</li> <li>• RTF</li> </ul>					
3.4.8.12	It is expected for the system to provide standard user interface interactive tools for all Document Management system configuration, i.e. search functionality.	M				
3.4.8.13	It is expected for the system to have track capabilities for communications/ letters/ documents from tax officers to taxpayers.	M				
3.4.8.14	It is expected for the system to define an unlimited number of document classes according to a classification scheme capabilities of the system.	M				
3.4.8.15	It is expected the system to have capability to generate internal memo and through the workflow capability of the system, transition the memo for reviews, comments, and approvals.	M				
3.4.8.16	If a task is required via documents management, it is expected for the system to process the tasks using the workflow capability of the system.	M				

3.4.8.17	Capability of the system to have facilities to store the same document with different formats and/or with different data compressions.	M				
3.4.8.18	The administrative functionality of the system is expected to provide an interactive tool for definition of different metadata models (data structure, labels, and legal values) for each Document Class.	M				
3.4.8.19	It is expected for the system to have searchable facility that users can search for documents based on matching matches with single metadata elements, or combinations of metadata elements.	M				
3.4.8.20	As part of the documents check-in and check-out, it is expected for the system to have reporting capabilities for all documents check-in and check-outs.	M				
3.4.8.21	It is expected for the system to have capability to search and identify documents by free text search.	M				
3.4.8.22	The system should have facility that users are able to choose a specific document from the search results, and read the metadata of the document.	M				

3.4.8.23	Capability for the system that users can view a chosen document independent of file format.	M				
3.4.8.24	Capability for the system that when viewing a document, the user shall be able to print the document.	M				
3.4.8.25	Capability that when viewing a document, the user shall be able to download the document file(s) and its metadata to files.	M				
3.4.8.26	System to have documents creation capability by using predefined templates and once such templates are filled with user data, it is expected for the system to handle the processing of the documents using the workflow approvals.	M				
3.4.8.27	Capability of the system that when viewing a document, the user should be able to send the document as attachment to an email.	M				
3.4.8.28	Capability of the system that users should be able to choose and mark several documents from the list of results from the search, and create a Document Set from the selection.	M				
3.4.8.29	Capability of the system that a user should be able to: <ul style="list-style-type: none"> <li>• Print the content of a Document Set</li> </ul>	M				



	<ul style="list-style-type: none"> <li>• Mail the content of a document or document set to a specified address</li> <li>• Download the document set to local file(s), optionally to a zipped folder</li> </ul>					
3.4.8.30	The system must be scalable to support unlimited number of users.	M				
3.4.8.31	Capability of the system that error and warning messages should be informative and identify the error as completely as possible (e.g. identifying the system, the procedure or function, any variables passed to the procedure or function, the identifier of the record being processed at the time of the error, the last database statement, if relevant.)	M				
3.4.8.32	Capability of the system that critical errors shall be routed to the to all relevant support personnel.	M				
3.4.8.33	<p>Capability of the system to have System Administration tools/ functionalities for the definition of user roles of:</p> <ul style="list-style-type: none"> <li>• Read-only</li> <li>• Edit</li> </ul> <p>and</p>	M				

	<ul style="list-style-type: none"> <li>• Editor of the Document Management and Workflow System</li> <li>• Database Administrator</li> </ul>					
3.4.8.34	It is expected the system should have workflow functionalities for documents transfer/ movements from one personnel to another.	M				
3.4.8.35	In such documents movements, it is expected for the system to have capability to update the document locator indicating document has been returned to the registry.	M				
3.4.8.36	System to have capability to restrict user access rights to ZIMRA staff employment and business cases	M				

**TaRMS Functional Requirements**

**3.4.9. System-wide Administration and Techno-Functional Requirements**

Ref. #	Description of Requirements	Mandatory/ Optional (M/O)	Bidder's Technical Response to Requirements	Bidder's Reference in Response to Requirements in Bidder's Proposal	Additional Bidder’s Responses to Bid Requirements on whether the Requirement is Generic (G) or Customizable (C) to the system	
					Generic (G)	If C, also state duration of Customization
3.4.9.1	The TaRMS must be a fully integrated TaRMS system with all modules seamlessly integrated in one platform/ suite.	M				
3.4.9.2	The licensing of the TaRMS shall be concurrent licenses type and licenses shall be perpetual.	M				
3.4.9.3	License perpetuity of the system shall not be linked to product support and maintenance. Once the TaRMS is	M				

	acquired, the copyright use of the solution is retained by the ZIMRA and annual maintenance and support shall be on a separate arrangements post the Operational Acceptance of the system or post the Warranty period.					
3.4.9.4	Aside from the custom reports to be developed, we expect the system to have inbuilt standard reports for TaRMS that satisfies the reporting needs of the taxpayer and ZIMRA.	M				
3.4.9.5	The TaRMS Solution Database (TSD) must replicate real time with the Data Analytics Database (DAD) to avoid generating high resource consuming reports from source TaRMS Solution Database.	M				
3.4.9.6	Additionally, with the use of Business Intelligence (BI), the supplier is expected to custom develop specific reports for ZIMRA that will meet all reporting needs of the authority and taxpayers. Therefore, data for all modules of the TaRMS in the DAD shall be utilized to develop custom report/ BI reports with features of dashboards, pie charts, histograms, etc. On this note, the bidder is encouraged to bid with their proposed BI reporting tool that is	M				

	suitable to design, develop and publish custom reports.					
3.4.9.7	It is expected that system is scalable to support ZIMRAs tax base at both central, regional and districts offices and clients. Currently, the tax base is 300,000 taxpayers and we expect this number to grow over the years, especially with the introduction of TaRMS.	M				
3.4.9.8	In order to avoid ambiguity and misinterpretation, we expect the bidder to clearly define its TaRMS solution suites/ modules, and linkage of the modules to their respective dependencies.	M				
3.4.9.9	Additionally, via the e-services, it is expected the system to maintain high performance when users are accessing the system via various platform and executing different functions. Where there is performance degradation, it is expected the supplier to undertake every measures that performance is maintained throughout the implementation, post operational acceptance, warranty, and post warranty period of the system.	M				
3.4.9.10	As part of the delivery, it is expected for the system to be interfaced with	M				

<p>other third party systems via APIs or web services. These third party systems include:</p> <ol style="list-style-type: none"> <li>1. Registrar of Companies;</li> <li>2. Registrar General Department;</li> <li>3. Deeds Office for Registration of Properties;</li> <li>4. Central Vehicle Registration;</li> <li>5. Immigration Department-Ministry of Home Affairs;</li> <li>6. Local Authorities- rental income, sale of property, property owners;</li> <li>7. Reserve Bank of Zimbabwe (RBZ) and other Banks in Zimbabwe- commercial banks, cooperative banks, industry banks, etc.</li> <li>8. National Social Security Authority (NASA);</li> <li>9. Mobile Money platforms- currently there are three MM platforms in Zimbabwe;</li> <li>10. Postal and Telecommunications Regulatory Authority of Zimbabwe (POTRAZ);</li> <li>11. Procurement Regulatory Authority of Zimbabwe (PRAZ);</li> <li>12. Insurance Council of Zimbabwe (ICZ);</li> <li>13. Securities and Exchange Commission of Zimbabwe (SECZ);</li> </ol>					
--	--	--	--	--	--

	14. Zimbabwe National Roads Administration (ZINARA); 15. Zimbabwe Investments and Developments Agency (ZIDA); 16. Judiciary/ Court systems.					
3.4.9.11	Additionally, the ZIMRA has in place the ASYCUDA system for customs administration and SAP FI for the financial management. As part of the integration of the TaRMS, it is a must that TaRMS has capability for data exchange across both systems in a bi-directional manner.	M				
3.4.9.12	Facilitate generation of internal reminders for pending tasks or tasks which are approaching the defined deadlines.	M				
3.4.9.13	System must have an inbuilt system controls that will prevent records/ transactions duplication at all levels of the system functionalities or processes.	M				
3.4.9.14	System to have capability for batch data import (legacy data migration) through a scheduled functionality or services on-demand.	M				
3.4.9.15	Language Support -all information technologies of the TaRMS to provide English language support.	M				
3.4.9.16	System to have facility for classification of records/ transactions	M				

	into specific record/ transaction records type with unique identification. Example, VAT returns, income taxes returns, etc.					
3.4.9.17	System must have capability for configuration of unlimited number of workflow processes and contexts.	M				
3.4.9.18	System must have embedded multi-currency functionality on all modules/ functionalities- of the TaRMS for returns filing, collections, payments, accounting, reporting, etc.	M				
3.4.9.19	User access and security to be configurable on any segments of the Chart of Accounts or module parameters for each of the system functionalities and taxpayer users to be separated from tax officers accounts.	M				
3.4.9.20	During first time login of the registered user, the system should enforce password change at user's first time login.	M				
3.4.9.21	<p>If a non-authenticated user attempts to directly access an application page, for instance by clicking on a URL embedded in an email communication:</p> <ul style="list-style-type: none"> <li>• System redirects to the login page</li> </ul>	M				



	<ul style="list-style-type: none"> <li>User fills in the username and password</li> </ul> <p>Upon validation of credentials system redirects to the original requested URL.</p>					
3.4.9.22	Facilitate defining the timelines for completion of a given activity in the workflow and enable time tracking and escalation in case of delays at any stage of approval. The system must come with standard key performance indicators to measure service delivery for operations individuals and teams.	M				
3.4.9.23	The system to have the capability of digital/ electronic signature in an encrypted format for documents correspondences between taxpayers and tax officers and within ZIMRA's business operations/ business units.	M				
3.4.9.24	The system must have works or tasks delegation facility (from one user to another user or one user to multiple users), and such to be controlled and audited by the system's inbuilt internal audits and controls.	M				
3.4.9.25	System must have embedded audit trail of before and after events (by taxpayer and tax officer and interfaces) on all modules/ functionalities of the TaRMS.	M				

3.4.9.26	System to have dashboard facility-pending tasks, actions required, ongoing processes/ tasks, etc. for both client/ taxpayer and ZIMRA user account profiles.	M				
3.4.9.27	Capability of the system for documents/ attachments uploads. Attachments uploads of documents with various formats- PDF, Microsoft Word, Microsoft Excel, etc. in all of the system modules/ functionalities.	M				
3.4.9.28	The system to be configured in line with the Organizational Structure (Client- ZIMRA), Regions (Plants), Stations (Profit Centre/ Cost Centre), and Divisions. The system should report transaction both at client level or at the granular level, that is, the station, so that it is clear to monitor the performance of each station in the organization.	M				
3.4.9.29	The bidder is expected as part of its proposal submission to present a clearly defined support structures - in country, regional, continental, etc. in ensuring year-round uninterrupted operations of the TaRMS.	M				
3.4.9.30	System to be embedded with complete audits capability for each user or taxpayer actions on all the modules and functionalities.	M				

3.4.9.31	The system must enforce integrity and controls in such that system must not permit any control data (TIN, financial coding blocks, bank account information, taxpayers profile/ records, etc.) to be deleted from the system where any transaction has been posted against.	M				
3.4.9.32	Support multiple internet browsers- Chrome, Internet Explorer, Firefox, etc.	M				
3.4.9.33	System intelligence capabilities of automatic system recovery and restore and logging of such in a system log.	M				
3.4.9.34	A report writing facility capable of being used by a non-IT specialist with minimum of training and help facility.	M				
3.4.9.35	System to have data import and export facility across all modules of the TaRMS.	M				
3.4.9.36	System to have the capability of an internal messaging functionality whereby when a user login, tasks due/ pending user's actions are presented in the form of an internal message on user's dashboard.	M				
3.4.9.37	System to be flexible that it can be accessed via https, mobile apps, and other similar access of IT applications on the internet.	M				

3.4.9.38	System to have message forwarding capability with functions of on-leave, absent, etc. based on user defined message forward options.	M				
3.4.9.39	System to be capable to export data to external third party systems.	M				
3.4.9.40	Capability of the system that critical errors shall be emailed automatically to all relevant support personnel.	M				
3.4.9.41	Flexible currency field size with a minimum facility to handle (for data entry, consolidating, reporting and screen display values up to 9,999,999,999.99	M				
3.4.9.42	All reports to be outputs in PDF, MS Word, MS Excel and CSV file formats.	M				
3.4.9.43	Minimum character length per elements of the Chart of Accounts shall be- 150 alpha-numeric.	M				
3.4.9.44	Minimum character length per each form description field shall be- 250 alpha-numeric.	M				
3.4.9.45	Capability for temp-save (Park) transactions or transactions on-hold prior to final save. The list of transactions that fall under this category will be defined later on but it is expected for the system to have this facility.	M				

3.4.9.46	System must have capability for auto user logout when user activity (logged in user) is dormant for a specified timeframe. Parameters for such configurations to be embedded in the system security parameters.	M				
3.4.9.47	Proposed system must be three tiered solution of database, application, and web access all integrated in a single TaRMS solution.	M				
3.4.9.48	System must have capability for logo, coat of arms and similar images to be inserted and output on all reports.	M				
3.4.9.49	Allowing withdrawal/call back of a file in the workflow before it is acted upon by the approving/reviewing authority.	M				
3.4.9.50	System must be capable to provide online help facility on all modules/ functionalities.	M				
3.4.9.51	System must have roll back facility for incomplete processes/ activities.	M				
3.4.9.52	System must have parameters and capabilities to auto lock user accounts after 3 consecutive failed number of login attempts.	M				
3.4.9.53	Account unlock facility to be restricted to system administrators or functional super users- depending on the business rules of ZIMRA.	M				

3.4.9.54	It is a must that contracted supplier must provide database schema so that custom reports can be designed and attached to the system by the vendor or the ICT department.	M				
3.4.9.55	During configuration, the system should allow definition of workflow based on organization structure, roles and responsibilities etc.	M				
3.4.9.56	System to have functionalities for month-end and year-end procedures and linkage of these procedures to the various modules/ functionalities of the TaRMS.	M				
3.4.9.57	<p>Wherever an APPROVAL/ REVIEW is required in the workflow, the system should allow the reviewer:</p> <ul style="list-style-type: none"> <li>• Comment next to each record/field/attachment and send the request to the person who initiated or any other designated official in the workflow. OR</li> <li>• Modify the record/ fields/attachment and provide a comment for the modification;</li> <li>• Approve the request with or without changes;</li> </ul>	M				

	<ul style="list-style-type: none"> <li>Reject/ Defer with reasons.</li> </ul>					
3.4.9.58	<p>System to have inbuilt performance monitoring and reporting capabilities for- application usage, users activities, ongoing processes, etc. At a minimum the following metrics/counters must be available on a real-time basis:</p> <ul style="list-style-type: none"> <li>a) Counters for all requests to connect to the eservices portal and backend system.</li> <li>b) Counters for all successfully connected requests for all systems.</li> <li>c) Counters for attempted connections but failed.</li> <li>d) Counters for those that fail to connect/go through for any other reason.</li> </ul>	M				
3.4.9.59	<p>System to have capability for daily system intelligence reporting so as to validate system integrity and that all ledgers and sub-ledgers are in balance, and if out of balance, system to have functionality to reconstruct database or application as part of the out of balance fix.</p>	M				

3.4.9.60	System to have configurable parameter for periodic password change and other security configurable parameters.	M				
3.4.9.61	System must be capable to enforce alpha-numeric and complex password settings according to the ZIMRA's password policy.	M				
3.4.9.62	All Password (database, application, end-users, etc.), based settings to be fully encrypted.	M				
3.4.9.63	System to have capability to set parameters for user password change, auto deactivation of idle accounts, and related user account management capabilities.	M				
3.4.9.64	Embedded feature and capability for configuration and deployment of Anti-virus software, various network protocols and Microsoft exchange server settings.	M				
3.4.9.65	System must be capable to be deployed with load balancing and clustering at both database and application levels.	M				
3.4.9.66	Facility for single user sign-on and full integration and configuration with Microsoft Active Directory Services.	M				



3.4.9.67	The TaRMS solution should support single sign-on with other applications used within the Authority.	O				
3.4.9.68	System to have capability to segment access rights and user assignments into various functional classes, user groups, etc.	M				
3.4.9.69	In as much as the system shall be configured, and deployed in English Language, we also expect the system to have multi-language capabilities and support of multi-language.	O				
3.4.9.70	The system must have a configuration module that allows ZIMRA to change parameters and business rules with no or minimum assistance from the vendor	M				
3.4.9.71	The system must have the capability to archive old data or information based on parameters i.e. age for the purpose of improving performance.					
3.4.9.72	System to have capability for biometric registration and verification of taxpayer record.	M				
3.4.9.73	It is important that bidders as part of their submission demonstrate historical product upgrade of their	M				

	proposed TaRMS solution and their proposed product version.					
3.4.9.74	Bidder to provide source code and data dictionary for the e-Services/ Portal side of bidders proposed TaRMS solution.	O				
3.4.9.75	Bidder to provide Enterprise Relationship Management (ERM) comprising the complete TaRMS solution suite with detailed information for stored procedures, tables, fields, data structures, etc.	M				

## TaRMS Functional Requirements

### **3.4.10. Management Information Systems (MIS) Reporting/ Business Intelligence (BI) Reporting**

**Note (1):** The TaRMS Solution Database (TSD) must replicate real time with the Data Analytics Database (DAD) to avoid generating high resource consuming reports from source TaRMS Solution Database. Bidders must develop the replication strategy/ maintain the replication and ensure there is auto data synchronization across the TSD and DAD.

**Note (2):** Additionally, with the use of Business Intelligence (BI), the supplier is expected to custom develop specific reports for ZIMRA that will meet all reporting needs of the authority and taxpayers. Therefore, data for all modules of the TaRMS in the DAD shall be utilized to develop custom report/ BI reports with features of dashboards, pie charts, histograms, etc. On this note, the bidder is encouraged to bid with their proposed BI reporting tool that is suitable to design, develop and publish custom reports.

**Note (3):** The number of reports per each TaRMS module/ functionality and report types/ formats, etc. shall be discussed with the selected bidder during the pre-contract discussions or during implementation of the TaRMS solution, after the SRS would have been well defined by both supplier and ZIMRA.

### **3.5 Consumables**

3.5.1 Printer Ink / Toner – Printer Type 1: *Not applicable*

### **3.6 Other Non-IT Goods**

3.6.1 Workstation Desks: *Not applicable*

3.6.2 Photocopiers: *Not applicable*

3.6.3 Specialized Mechanical Systems – Datacenter: *fire rated wall cladding; access control system- biometrics, swipe card, password; and burglary door.*

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## **E. TESTING AND QUALITY ASSURANCE REQUIREMENTS**

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### **4.1 Inspections**

**4.1.1 Factory Inspections:** Bidders to determine factory inspection based on the OEM predefined factory inspections of the bidders proposed equipment.

**4.1.2 Inspections following delivery:** Inspections on post delivery of IT equipment shall be determined by bidders and ZIMRA during the implementation of the TaRMS contract, in partnership and approval by the TaRMS Technical Implementation Team.

### **4.2 Pre-commissioning Tests**

4.2.0 Bidders must present pre-commission test plan/ strategy as part of their bid proposal. However, during implementation of the TaRMS contract, both bidders and ZIMRA shall agree on the pre-commission tests/ strategy, in partnership and approval by the TaRMS Technical Implementation Team. In addition to the Supplier’s standard check-out and set-up tests, the Supplier (with the assistance of the Purchaser) must perform the agreed tests of the TaRMS solution (after the approval of the Technical Implementation Team), before Installation will be deemed to have occurred and the Purchaser will issue the Installation Certificate(s) (pursuant to GCC Clause 26 and related SCC clauses).

### **4.3 Operational Acceptance Tests**

4.3.0 Pursuant to GCC Clause 27 and related SCC clauses, the Purchaser (with the assistance of the Supplier) will perform the operational acceptance tests on the System and its Subsystems following Installation to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance.

## **F. SERVICE SPECIFICATIONS – RECURRENT COST ITEMS**

### **5.1 Warranty Defect Repair**

5.1.1 The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the bidding documents).

5.1.1.1 Warranty Defect Repair Service: The TaRMS shall be covered with minimum of Three (3) years warranty period. Therefore, bidders pricing should include warranty services for year 1 to 3 as part of bidders supply and installation costs. Accordingly, the selected bidder is obligated to resolve any warranty defects issues as part of warranty services covering three years from date of commissioning of TaRMS solution.

### **5.2 Technical Support**

5.2.1 The Supplier and ZIMRA shall sign a Service Level Agreement (SLA) covering supplier's responsibilities and ZIMRA's expectations. Therefore, bidders must state how they intend to support ZIMRA in the areas of performance standards, response times, categorization or classification of support issues, resolution time of issues, issues escalation options, etc. With TaRMS being a critical system with an expected uptime of 100% year-round, bidders’ responses on support services shall be assessed and evaluated. The assessments of this criteria has a scoring percentage of 10% as defined in the technical evaluation criteria of this bid document. Therefore, it is the responsibility of bidders to provide upfront, detailed support services plan of how they intend to deliver support services to ZIMRA to be detailed in the SLA.

5.2.1.1 User support / hot line: *to be determined in SLA*

5.2.1.2 Technical Assistance: *to be determined in SLA*

5.2.1.3 Post-Warranty Maintenance Services: *a separate maintenance services agreement for post-warranty services shall be established between the bidders and ZIMRA after the completion of the warranty period.*

### **5.3 Requirements of the Supplier’s Technical Team**

5.3.1 The Supplier MUST provide a technical team to cover the Purchaser’s anticipated Post-Operational Acceptance Technical Assistance Activities Requirements (e.g., modification of the Information System to comply with changing legislation and regulations) with the roles and skill

levels that are specified below. The minimum expected quantities of inputs by the Supplier’s technical support team are specified in the relevant System Inventory Tables for Recurrent Cost Items: *a Service Level Agreement (SLA) shall be established between bidders and ZIMRA with details and specifics of the technical and other support related matters.*

## **Implementation Schedule**

### **Table of Contents: Implementation Schedule**

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Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Months (From)	Months (To)	Liquidated Damages Milestone
1.3	System Requirements Specifications (SRS) and System Scoping for <b>Release 1 (Front Office functionalities and e-Services):</b> 1.3.1 TIN Registration (including e-registration) 1.3.2 Registration of all tax types 1.3.3 Return Filing (all tax types) 1.3.4 Payment processing (all tax types) manual and e-payments 1.3.5 Tax Refunds (all tax types) 1.3.6 Revenue Accounting (all tax types) 1.3.7 Taxpayer Accounting (all tax types) 1.3.8 Interfacing with external systems i.e. Registrar of Companies, Registrar of Births & Deaths, Banks, Mobile Money Institutions, ZimSwitch, Ministry of Finance	--	--		Month 1	Month 2	



Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Months (From)	Months (To)	Liquidated Damages Milestone
	1.3.9 Integration with internal systems i.e. ASYCUDA for Customs declaration, SAP FI, Data Warehouse, Fiscalization and Enterprise Service Bus 1.3.10 Corresponding operational (MIS/ BI) reports						
1.4	Stakeholders engagements/ workshops	--	--		Month 2	Month 3	
1.5	Review and Approval of SRS and Scoping documents	--	--		Month 2	Month 3	
1.6	Change Management Plan and Activities	--	--		Month 1	Month 12	
	<i>Sign-off of SRS and related documents</i>	--	--		Month 3	Month 3	
<b>2.</b>	<b>Hardware Ordering and Delivery</b>						
2.1	Ordering of hardware and systems	--	--		Month 1	Month 1	
2.2	Shipment of hardware and systems	--	--		Month 2	Month 5	
2.3	Delivery of hardware and systems	--	--		Month 5	Month 6	

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Months (From)	Months (To)	Liquidated Damages Milestone
	<i>Sign-Off on delivery of hardware and systems</i>	--	--		Month 6	Month 6	
<b>3.</b>	<b>TaRMS Implementation Services for Release 1 (Front Office functionalities and e-Services)</b>						

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Months (From)	Months (To)	Liquidated Damages Milestone
3.1	<p>TaRMS Installations, Configurations and Implementation Services for <b>Release 1 (Front Office functionalities and e-Services):</b></p> <p>3.1.1 TIN Registration (including e-registration)</p> <p>3.1.2 Registration of all tax types</p> <p>3.1.3 Return Filing (all tax types)</p> <p>3.1.4 Payment processing (all tax types) manual and e-payments</p> <p>3.1.5 Tax Refunds (all tax types)</p> <p>3.1.6 Revenue Accounting (all tax types)</p> <p>3.1.7 Taxpayer Accounting (all tax types)</p> <p>3.1.8 Interfacing with external systems i.e. Registrar of Companies and Deeds, Registrar of Births &amp; Deaths, Banks, Mobile Money Institutions, ZimSwitch, Ministry of Finance</p>	--	--		Month 3	Month 6	

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Months (From)	Months (To)	Liquidated Damages Milestone
	3.1.9 Integration with internal systems i.e. ASYCUDA for Customs declaration, SAP FI, Data Warehouse, Fiscalization and Enterprise Service Bus 3.1.10 Corresponding operational (MIS/ BI) reports						
	<b><i>Sign-Off on TaRMS Implementation Services for Release 1</i></b>	--	--		Month 6	Month 6	
<b>4.</b>	<b>Trainings for Release 1</b>						
4.1	Super User (ToT) Training	--	--		Month 5	Month 6	
4.2	End-User Training	--	--		--	--	
4.3	Technical Administration Training	--	--		--	--	
4.4	IT Core Technical Training	--	--		--	--	
4.5	Training Assessments/ Evaluation	--	--		--	--	
4.6	Consolidation and Delivery of Training Reports	--	--		--	--	

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Months (From)	Months (To)	Liquidated Damages Milestone
	<i>Sign-off of Training Reports for Release 1</i>	--	--		Month 6	Month 6	
<b>5.</b>	<b>Data Conversion and Migration for Release 1</b>				Month 7	Month 8	
5.1	Data Cleaning/ validation	--	--		--	--	
5.2	Data conversion	--	--		--	--	
5.3	Data Migration	--	--		--	--	
	<i>Sign-off on Data Conversion and Migration for Release 1</i>	--	--		Month 8	Month 8	
<b>6.</b>	<b>User Acceptance Test (UAT) for Release 1</b>						
6.1	Develop test plan/ strategy	--	--		Month 8	Month 8	
	<i>Sign-off of Test Plan/ Strategy for Release 1</i>	--	--		Month 8	Month 8	
6.2	Commence UAT	--	--		Month 9	Month 10	
6.3	Resolve identified issues and re-test failed test items	--	--		--	--	

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Months (From)	Months (To)	Liquidated Damages Milestone
6.4	Conclude UAT	--	--		--	--	
	<i>Sign-off of UAT for Release 1</i>	--	--		Month 10	Month 10	
<b>7.</b>	<b>Hardware &amp; Systems Installations and Pre-commissioning</b>						
7.1	Hardware systems installations	--	--		Month 8	Month 10	
7.2	Hardware systems configurations	--	--		--	--	
7.3	Hardware systems pre-commissioning	--	--		--	--	
7.4	Hardware systems final configurations and commissioning	--	--		--	--	
	<i>Sign-off on hardware systems installations, configurations and commissioning</i>	--	--		Month 10	Month 10	
<b>8.</b>	<b>Quality Assurance Services</b>				Month 11	Month 11	
8.1	QA for migrated data	--	--		--	--	
8.2	QA for TaRMS Release 1 functionalities and configurations	--	--		--	--	
8.3	QA for Interfaces/ integrations	--	--		--	--	

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Months (From)	Months (To)	Liquidated Damages Milestone
8.4	Final QA Services	--	--		--	--	
	<i>Sign-off on all QA Services for Release 1</i>	--	--		Month 11	Month 11	
<b>9.</b>	<b>TaRMS commissioned for Production Use/ go-live for Release 1</b>				Month 12	Month 12	
9.1	Commencement and completion of Operational Acceptance	--	--		Month 13	Month 18	
	<i>Sign-off on Operational Acceptance Certificate for Release 1 (provisional OA certificate for Release 1)</i>	--	--		Month 18	Month 18	
<b>10.</b>	<b>TaRMS Implementation Services for Release 2 (Tax Agent and related functionalities)</b>						

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Months (From)	Months (To)	Liquidated Damages Milestone
10.1	TaRMS SRS, Installations, Configurations and Implementation Services for <b>Release 2 (Tax Agent and related functionalities)</b> : Tax Agent module and all its functionalities as defined in the TaRMS bid document	--	--		Month 10	Month 12	
	<i>Sign-Off on TaRMS Implementation Services for Release 2</i>	--	--		Month 12	Month 12	
<b>11.</b>	<b>Trainings for Release 2</b>						
11.1	Super User (ToT) Training	--	--		Month 13	Month 14	
11.2	End-User Training	--	--		--	--	
11.3	Technical Administration Training	--	--		--	--	
11.4	IT Core Technical Training	--	--		--	--	
11.5	Training Assessments/ Evaluation	--	--		--	--	
11.6	Consolidation and Delivery of Training Reports	--	--		--	--	



Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Months (From)	Months (To)	Liquidated Damages Milestone
	<i>Sign-off of Training Reports for Release 2</i>	--	--		Month 14	Month 14	
<b>12.</b>	<b>User Acceptance Test (UAT) for Release 2</b>						
12.1	Develop test plan/ strategy	--	--		Month 14	Month 14	
	<i>Sign-off of Test Plan/ Strategy for Release 2</i>	--	--		Month 14	Month 14	
12.2	Commence UAT	--	--		Month 15	Month 16	
12.3	Resolve identified issues and re-test failed test items	--	--		--	--	
12.4	Conclude UAT	--	--		--	--	
	<i>Sign-off of UAT for Release 2</i>	--	--		Month 16	Month 16	
<b>13.</b>	<b>Quality Assurance Services</b>				Month 17	Month 17	
13.1	QA for migrated data	--	--		--	--	
13.2	QA for TaRMS Release 2 functionalities and configurations	--	--		--	--	
13.3	QA for Interfaces/ integrations	--	--		--	--	

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Months (From)	Months (To)	Liquidated Damages Milestone
13.4	Final QA Services	--	--		--	--	
	<i>Sign-off on all QA Services for Release 2</i>	--	--		Month 17	Month 17	
<b>14.</b>	<b>TaRMS commissioned for Production Use/ go-live for Release 2</b>				Month 18	Month 18	
14.1	Commencement and completion of Operational Acceptance	--	--		Month 19	Month 24	
	<i>Sign-off on Operational Acceptance Certificate for Release 2 (provisional OA certificate for Release 2)</i>	--	--		Month 24	Month 24	
<b>15.</b>	<b>TaRMS Implementation Services for Release 3 (Back Office functionalities)</b>						

15.1	<p>TaRMS SRS, Installations, Configurations and Implementation Services for <b>Release 3 (Back Office functionalities)</b>:</p> <p>15.1.1 Revenue Forecasting</p> <p>15.1.2 Case Management</p> <p>15.1.3 Debt Management</p> <p>15.1.4 Auditing, Compliance and Risks Management</p> <p>15.1.5 Integration with the following targeted government agencies:</p> <p>15.1.5.1 National Social Security Authority</p> <p>15.1.5.2 Reserve Bank of Zimbabwe</p> <p>15.1.5.3 Zimbabwe Manpower Development Fund</p> <p>15.1.5.4 Zimbabwe National Statistics Agency</p> <p>15.1.5.5 Central Vehicle Registry</p> <p>15.1.5.6 Zimbabwe National Road Administration</p>	--	--		Month 16	Month 18	
	<p>15.1.5.7 Vehicle Inspectorate Department</p> <p>15.1.5.8 Zimbabwe Tourism Authority</p>						

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Months (From)	Months (To)	Liquidated Damages Milestone
	15.1.5.9 Immigration Department 15.1.5.10 Zimbabwe Investment and Development Agency						
	<i>Sign-Off on TaRMS Implementation Services for Release 3</i>	--	--		Month 18	Month 18	
<b>16.</b>	<b>Trainings for Release 3</b>						
16.1	Super User (ToT) Training	--	--		Month 19	Month 20	
16.2	End-User Training	--	--		--	--	
16.3	Technical Administration Training	--	--		--	--	
16.4	IT Core Technical Training	--	--		--	--	
16.5	Training Assessments/ Evaluation	--	--		--	--	
16.6	Consolidation and Delivery of Training Reports	--	--		--	--	
	<i>Sign-off of Training Reports for Release 3</i>	--	--		Month 20	Month 20	
<b>17.</b>	<b>User Acceptance Test (UAT) for Release 3</b>						

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Months (From)	Months (To)	Liquidated Damages Milestone
17.1	Develop test plan/ strategy	--	--		Month 20	Month 20	
	<i>Sign-off of Test Plan/ Strategy for Release 3</i>	--	--		Month 20	Month 20	
17.2	Commence UAT	--	--		Month 21	Month 22	
17.3	Resolve identified issues and re-test failed test items	--	--		--	--	
17.4	Conclude UAT	--	--		--	--	
	<i>Sign-off of UAT for Release 3</i>	--	--		Month 22	Month 22	
<b>18.</b>	<b>Quality Assurance Services</b>				Month 23	Month 23	
18.1	QA for migrated data	--	--		--	--	
18.2	QA for TaRMS Release 3 functionalities and configurations	--	--		--	--	
18.3	QA for Interfaces/ integrations	--	--		--	--	
18.4	Final QA Services	--	--		--	--	
	<i>Sign-off on all QA Services for Release 3</i>	--	--		Month 23	Month 23	

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Months (From)	Months (To)	Liquidated Damages Milestone
<b>19.</b>	<b>TaRMS commissioned for Production Use/ go-live for Release 3</b>				Month 23	Month 23	
19.1	Commencement and completion of Operational Acceptance	--	--		Month 24	Month 30	
	<i>Sign-off on Operational Acceptance Certificate for Release 3 (final OA certificate for Release 1, 2, &amp;3)</i>	--	--		Month 30	Month 30	
<b>20.</b>	<b>Support Services and Warranty Period (SLA)</b>						
	Warranty for Hardware				Month 11	Month 47	
	Warranty for Software (TaRMS solution)				Month 18	Month 54	
	<i>Sign-off on Warranty Certificate for Hardware</i>	--	--		Month 47	Month 47	
	<i>Sign-off on Warranty Certificate for Software</i>				Month 54	Month 54	
<b>21.</b>	<b>Commencement of Post Warranty</b>	--	--	Year 4	Year 5		

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Months (From)	Months (To)	Liquidated Damages Milestone
21.1	Completion of Post Warranty	--	--	Year 5	Year 5		
	<i>Sign-off on Post Warranty</i>	--	--	Year 5	Year 5		

## B. SITE TABLE(S)

List of ZIMRA Offices in Zimbabwe			
Site Code	Site	City / Town / Region	Primary Street Address
HQ	Headquarters	Harare, Zimbabwe	Zimbabwe Revenue Authority (ZIMRA), ZB Center, ZB Centre, Cnr. Kwame Nkrumah Ave./ First Street, Harare.
R1 Greater Harare	Regional Office	Harare, Harare Metropolitan Province	Kurima House, 89 Nelson Mandela Avenue, Harare.
	Marlborough	Marlborough, Harare Metropolitan Province	6 Mt Batern Road, Marlborough, Harare.
Region 1 Environs	Regional Office	Harare, Harare Metropolitan Province	Kurima House, 89 Nelson Mandela Avenue, Harare.
	Robert G. Mugabe International Airport	Harare/ Harare Metropolitan Province	R.G. Mugabe International Airport, Harare.



<b>List of ZIMRA Offices in Zimbabwe</b>			
<b>Site Code</b>	<b>Site</b>	<b>City / Town / Region</b>	<b>Primary Street Address</b>
	Chinhoyi	Chinhoyi, Mashonaland West Province	Stand Number 4, Chinhoyi Township Chinhoyi.
	Bindura	Bindura, Mashonaland Central	NSSA Commercial Centre 1837 Atherstone Road, Office number 13, Bindura.
Region 1 Environs	Marondera	Marondera, Mashonaland East	Stand 51B Pine Street/The Green, Marondera.
	Nyamapanda Border Post	Nyamapanda, Mashonaland East	Nyamapanda Border Post.
	Kariba	Kariba, Mashonaland West	Most High Complex, 1 & 2 Heights Drive, Box 97, Kariba.
	Chirundu	Chirundu, Mashonaland West	Chirundu Border Post Bag 6 Chirundu.
	Kanyemba Border Post	Kanyemba Border Post, Mashonaland Central	Kanyemba Border Post

<b>List of ZIMRA Offices in Zimbabwe</b>			
<b>Site Code</b>	<b>Site</b>	<b>City / Town / Region</b>	<b>Primary Street Address</b>
	Pandamatenga Border Post	Pandamatenga Border Post	Pandamatenga Border Post.
Region 2	Regional Office	Bulawayo, Bulawayo Metropolitan	Mhlahlandhlela Complex, 10 <sup>th</sup> Avenue/Basch Street, Bulawayo.
	Victoria Falls	Victoria Fall, Matebeleland North	1 Livingstone Way, Victoria Falls.
	Kazungula Border Post	Kazungula Border Post, Matebeleland North	Kazungula Border Post Victoria Falls.
	Plumtree Border Post	Plumtree, Matebeleland North	Plumtree Border Post Plumtree.
	Pandamatenga Border Post	Pandamatenga Border Post, Matebeleland North	Pandamatenga Border Post.
	Gwanda	Gwanda, Matebeleland South	1 <sup>st</sup> Floor, CABS Building, Gwanda.
	Beitbridge Border Post	Beitbridge, Matebeleland South	Beitbridge Border Post Beitbridge.

<b>List of ZIMRA Offices in Zimbabwe</b>			
<b>Site Code</b>	<b>Site</b>	<b>City / Town / Region</b>	<b>Primary Street Address</b>
Region 2	Mpoengs Border Post	Matebeleland South	Mpoengs Border Post.
	Hwange	Hwange, Matebeleland North	12 Southgate, Hwange.
Region 3	Regional Office	Masvingo, Masvingo Province	ZIMRA Centre, Cnr Hughes St /Simon Mazorodze, Masvingo.
	Zvishavane	Zvishavane, Midlands	604 Turner Road, Beverly Building, Zvishavane.
	Gweru	Gweru, Midlands	Megawatt Complex, Bulawayo Road, Gweru.
	Kwekwe	Kwekwe, Midlands	CAIPF Complex, Stand 5662 Robert Mugabe Way, Kwekwe.
	Kadoma	Kadoma, Midlands	20 Union Street, Kadoma.
	Rusape	Rusape, Manicaland	Stand No.2 Shop No/2 Chimurenga Street, Rusape.
	Chipinge	Chipinge, Manicaland	130 Moodie Street, Chipinge.
Forbes	Mutare, Manicaland	Forbes Border Post, Mutare.	

<b>List of ZIMRA Offices in Zimbabwe</b>			
<b>Site Code</b>	<b>Site</b>	<b>City / Town / Region</b>	<b>Primary Street Address</b>
	Mt Selinda	Mt Selinda, Manicaland	Mt Selinda Border Post.
	Mutare	Mutare, Manicaland	ZIMRE Centre, 109 Hebert Chitepo Street, Mutare.
	Chiredzi	Chiredzi, Masvingo Province	609 Baobab Road, Chiredzi.

### C. TABLE OF HOLIDAYS AND OTHER NON-WORKING DAYS

#### List of Public Holidays in Zimbabwe, 2021 & 2022

Month	2021	Holiday	2022	....			...	20zz
January, 01st	YES	New Year's Day	YES					
February, 21st	YES	Robert Gabriel Mugabe National Youth Day	YES					
April, 02nd	YES	Good Friday	YES					
April, 03rd	YES	Holy Saturday	YES					
April, 04th	YES	Easter Sunday	YES					
April, 05th	YES	Easter Monday	YES					
April, 18th	YES	Independence Day	YES					
May, 01st	YES	Workers Day	YES					
May, 25th	YES	Africa Day	YES					
August, 09th	YES	Heroes Day	YES					
August, 10th	YES	Defence Forces Day	YES					
December, 22nd	YES	Unity Day	YES					
December, 25th	YES	Christmas Day	YES					
December, 26th	YES	Boxing Day	YES					

## **System Inventory Tables**

### **Notes on preparing the System Inventory Tables**

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#### **Table of Contents: System Inventory Tables**

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### **SYSTEM INVENTORY TABLE (SUPPLY AND INSTALLATION COST ITEMS) [ *INSERT: N0.1* ]**

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
3.1.1	Server Systems	3.1.1.1 - 3.1.1.15	Kurima House, Nelson Mandela Ave. Harare	2
3.1.2	Data/ Information Security (Hardware Firewall)	3.1.2.1 - 3.1.2.24	Kurima House, Nelson Mandela Ave. Harare	2
3.1.3	Data/ Information Security (Software Firewall)	3.1.3.1 - 3.1.3.15	Kurima House, Nelson Mandela Ave. Harare	Unlimited
3.1.4	Distributed Denial of Service (DDoS) Device	3.1.4.1 - 3.1.4.12	Kurima House, Nelson Mandela Ave. Harare	2
3.4.1	Taxpayer Registration Module	3.4.1.1 - 3.4.1.45	As stated in Sites Tables	300000
3.4.2	Taxpayer Services and e-Services Module	3.4.2.1 - 3.4.2.24	As stated in Sites Tables	300000
3.4.3	Assessments, Returns, Refunds, and Payments Module	3.4.3.1 - 3.4.3.40	As stated in Sites Tables	300000
3.4.4	Arrears Recovery and Debt Management Module	3.4.4.1 - 3.4.4.24	As stated in Sites Tables	300000
3.4.5	Compliance, Risks, and Audits Management Module	3.4.5.1 - 3.4.5.51	As stated in Sites Tables	300000
3.4.6	Workflow and Case Management Module	3.4.6.1 - 3.4.6.30	As stated in Sites Tables	300000

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
3.4.7	Taxpayer Accounting, Revenue Accounting, and Revenue Forecasting Module	3.4.7.1 - 3.4.7.46	As stated in Sites Tables	300000
3.4.8	Documents Management Module	3.4.8.1 - 3.4.8.35	As stated in Sites Tables	300000
3.4.9	System-wide Techno-Functional Requirements	3.4.9.1 - 3.4.9.69	As stated in Sites Tables	300000
3.4.10	MIS/ BI Reporting	3.4.10	As stated in Sites Tables	300000



**SYSTEM INVENTORY TABLE (RECURRENT COST ITEMS) [ INSERT: N0.2 ] –**

*To be determined and filled by Bidders*

Component No.	Component	Relevant Technical Specifications No.	Y4	Y5	N/A
1.	Bidders to determine		all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price
2.	Bidders to determine		all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price
3.	Bidders to determine				
3.1	Bidders to determine		--	--	--
3.2	Bidders to determine		--	--	--
3.3	Bidders to determine		--	--	--
	...				

# **PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

## SECTION VIII -GENERAL CONDITIONS OF CONTRACT

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## General Conditions of Contract

### A. CONTRACT AND INTERPRETATION

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#### 1. Definitions

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

(a) contract elements

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

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

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

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

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

(vi) “Technical Requirements” means the Technical Requirements in Section VII of the bidding documents.

(vii) “Implementation Schedule” means the Implementation Schedule in Section VII of the bidding documents.

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

(ix) “Procurement Regulations” refers to the edition **specified in the SCC** of the African Development Bank Open Competitive Bidding International (OCBI) as specified in the African Development Bank's (AfDB's) Procurement Framework for Bank Group Funded Operations "Rules and Procedures for Procurement of Goods and Works" (May 2008 Edition, Revised, July, 2012).

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

(b) entities

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

(ii) “Project Manager” means the person **named as such in the SCC** or

otherwise appointed by the Purchaser in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the Purchaser.

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

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

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

(vi) “Adjudicator” means the person named in Appendix 2 of the Contract Agreement, appointed by agreement between the Purchaser and the Supplier to make a decision on or to settle any dispute between the Purchaser and the Supplier referred to him or her by the parties, pursuant to GCC Clause 43.1 (Adjudication).

(vii) “The African Development Bank” (also called “The Bank”) means the African Development Fund.

(c) scope

(i) “Information System,” also called “the System,” means all the Information

Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract.

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

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

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

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



(vi) “The Project Plan” means the document to be developed by the Supplier and approved by the Purchaser, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier’s bid. The “Agreed Project Plan” is the version of the Project Plan approved by the Purchaser, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

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

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

(ix) “General-Purpose Software” means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General-Purpose Software. Such General-Purpose Software may include,

but is not restricted to, word processing, spreadsheet, generic database management, and application development software.

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

(xi) “Standard Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.

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

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

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

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

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

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

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

(d) activities

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

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

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

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

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

(vi) “Operational Acceptance” means the acceptance by the Purchaser of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with

GCC Clause 27.3 (Operational Acceptance).

(e) place and time

(i) “Purchaser’s Country” is the **country named in the SCC.**

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

(iii) **Unless otherwise specified in the SCC** “Project Site(s)” means the place(s) in the Site Table in the Technical Requirements Section for the supply and installation of the System.

(iv) “Eligible Country” means the countries and territories eligible for participation in procurements financed by the African Development Bank as defined in the Procurement Rules and Procedures for Procurement of Goods and Works, May 2008 Edition, Revised July, 2012 Regulations.

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

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

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

(viii) “Year” means twelve (12) consecutive Months.

(ix) “Effective Date” means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement,

for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Subsystem(s).

(x) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Purchaser and Supplier in relation to the System, as **unless otherwise specified in the SCC**, the Contract shall continue in force until the Information System and all the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract.

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

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

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

**2. Contract Documents**

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

**3. Interpretation**

3.1 Governing Language

3.1.1 **Unless otherwise specified in the SCC**, all Contract Documents and related correspondence exchanged between Purchaser and Supplier shall be written in the language of these bidding documents (English), and the Contract shall be construed and interpreted in accordance with that language.

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

3.2 Singular and Plural

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

3.3 Headings

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

3.4 Persons

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

### 3.5 Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the Incoterms.

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1<sup>er</sup>, 75008 Paris, France.

### 3.6 Entire Agreement

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

### 3.7 Amendment

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

### 3.8 Independent Supplier

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

Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of



the Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Purchaser.

### 3.9 Joint Venture

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

### 3.10 Nonwaiver

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

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

### 3.11 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall

not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 3.12 Country of Origin

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

## 4. Notices

4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to GCC Clause 4.3 below, by personal delivery, airmail post, special courier, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.

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

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

4.1.3 Any notice delivered personally or sent by facsimile, electronic mail, or EDI shall

be deemed to have been delivered on the date of its dispatch.

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

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

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

**5. Governing Law**

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

5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

5.3 by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**6. Fraud and Corruption**

6.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the AfDB Group's Sanctions Framework, as set forth in the Appendix to the GCC.

6.2 The Purchaser requires the Suppliers to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**B. SUBJECT MATTER OF CONTRACT**

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**7. Scope of the System**

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

site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed Project Plan.

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

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

## 8. Time for Commencement and Operational Acceptance

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

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

**9. Supplier's Responsibilities**

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

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

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

9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Purchaser's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or

licenses that are not the responsibility of the Purchaser under GCC Clause 10.4 and that are necessary for the performance of the Contract.

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

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

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

9.8 Pursuant to paragraph 2.2 e. of Appendix B to the General Conditions the Supplier shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 6.1 which provides, inter alia,

that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

9.9 The Supplier shall conform to the sustainable procurement contractual provisions, if and as **specified in the SCC**.

9.10 **Unless otherwise specified in the SCC** the Supplier shall have no other Supplier responsibilities.

## **10. Purchaser's Responsibilities**

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

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

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

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



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

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

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

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

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

Operational Acceptance otherwise specified in the Contract.

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

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

10.12 **Unless otherwise specified in the SCC** the Purchaser shall have no other Purchaser responsibilities.

## C. PAYMENT

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### 11. Contract Price

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

11.2 Unless an adjustment clause is **provided for in the SCC**, the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;

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

## 12. Terms of Payment

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

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

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

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

12.4 Payments shall be made in the currency(ies) specified in the Contract Agreement, pursuant to GCC Clause 11. For Goods and Services supplied locally, payments shall be made **as specified in the SCC**.

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

published by the International Chamber of Commerce, Paris.

### 13. Securities

#### 13.1 Issuance of Securities

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

#### 13.2 Advance Payment Security

13.2.1 The Supplier shall provide within twenty-eight (28) days of the notification of Contract award an Advance Payment Security in the amount and currency of the Advance Payment specified in SCC for GCC Clause 12.1 above and valid until the System is Operationally Accepted.

13.2.2 The security shall be in the form provided in the bidding documents or in another form acceptable to the Purchaser. The amount of the security shall be reduced in proportion to the value of the System executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Purchaser. **Unless otherwise specified in the SCC**, the reduction in value and expiration of the Advance Payment Security are calculated as follows:

$P \cdot a / (100 - a)$ , where “P” is the sum of all payments effected so far to the Supplier (excluding the Advance Payment), and “a” is the Advance Payment expressed as a percentage of the Contract Price pursuant to the SCC for GCC Clause 12.1.

The security shall be returned to the Supplier immediately after its expiration.

#### 13.3 Performance Security

13.3.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due

performance of the Contract in the amount and currency **specified in the SCC**.

13.3.2 The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the bidding documents, or it shall be in another form acceptable to the Purchaser.

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

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

#### **14. Taxes and Duties**

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

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

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

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

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

## D. INTELLECTUAL PROPERTY

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### 15. Copyright

- 15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
- 15.2 The Purchaser agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except that additional copies of Standard Materials may be made by the Purchaser for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.
- 15.3 The Purchaser's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or **unless otherwise specified in the SCC** to a legally constituted successor organization (e.g., a reorganization of a public entity formally authorized by the government or through a merger or acquisition of a private entity).
- 15.4 **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 that the Purchaser may consider necessary or desirable to perfect the right, title, and interest of the Purchaser in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Purchaser and where permitted by applicable law, ensure that the holder of such a moral right waives it.
- 15.5 **Unless otherwise specified in the SCC**, escrow arrangements shall NOT be required.

**16. Software License Agreements**

16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Purchaser, the Supplier hereby grants to the Purchaser license to access and use the Software, including all inventions, designs, and marks embodied in the Software.

Such license to access and use the Software shall:

- (a) be:
  - (i) nonexclusive;
  - (ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);
  - (iii) **unless otherwise specified in the SCC** valid throughout the territory of the Purchaser's Country;
  - (iv) **unless otherwise specified in the SCC** subject to NO additional restrictions.
- (b) permit the Software to be:
  - (i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;
  - (ii) used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's bid specifies a class of computer to which the license is restricted, the replacement computer(s) is(are) within that class;
  - (iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on



those other computers to the extent necessary to that access;

- (iv) reproduced for safekeeping or backup purposes;
- (v) customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;
- (vi) **unless otherwise specified in the SCC**, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Purchaser may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and
- (vii) **unless otherwise specified in the SCC** disclosed to, and reproduced for use by, NO other parties.

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 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.

**17. Confidential Information**

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

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

17.3 Notwithstanding GCC Clauses 17.1 and 17.2:

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

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

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

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

- (a) now or hereafter enters the public domain through no fault of the Receiving Party;
- (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
- (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

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

17.7 **Unless otherwise specified in the SCC**, the provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for three (3) years.

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

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### **18. Representatives**      18.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Purchaser shall appoint and notify the Supplier in writing of the name of the Project Manager. The Purchaser may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. **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 be the person giving or receiving notices on behalf of the Purchaser pursuant to GCC Clause 4.

### 18.2 Supplier's Representative

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

18.2.2 **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.

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

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

18.2.5 The Supplier's Representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.

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

### 18.3 Objections and Removals

18.3.1 The Purchaser may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the Purchaser, may have behaved inappropriately, be incompetent, or be negligent. The

Purchaser shall provide evidence of the same, whereupon the Supplier shall remove such person from work on the System.

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

## **19. Project Plan**

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

19.2 **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. 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 contractually binding on the Purchaser and the Supplier.

19.3 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.

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

19.5 **Unless otherwise specified in the SCC**, the Supplier shall submit to the Purchaser Monthly Progress Reports summarizing:

- (i) results accomplished during the prior period;
- (ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;
- (iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;
- (iv) other issues and outstanding problems; proposed actions to be taken;
- (v) resources that the Supplier expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;
- (vi) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.

19.6 The Supplier shall submit to the Purchaser other (periodic) reports **as specified in the SCC**.

## **20. Subcontracting**

20.1 Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Purchaser. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Purchaser for its approval in sufficient time so as not to impede the progress of work on the System. The Purchaser shall not withhold such approval unreasonably. Such approval by the Purchaser of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.

20.2 The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those

Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Purchaser's prior approval under GCC Clause 20.3.

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

## **21. Design and Engineering**

### **21.1 Technical Specifications and Drawings**

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

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

- 21.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Purchaser, by



giving a notice of such disclaimer to the Project Manager.

## 21.2 Codes and Standards

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

## 21.3 Approval/Review of Controlling Technical Documents by the Project Manager

**21.3.1 Unless otherwise specified in the SCC**, there will be 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.

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

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

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

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

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

21.3.5 If any dispute occurs between the Purchaser and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 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, then the Supplier shall be reimbursed by the Purchaser for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

21.3.6 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any

responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

21.3.7 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

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

22.1 Subject to related Purchaser's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.

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

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

### **22.4 Transportation**

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

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

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

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

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

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

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

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

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

- (a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;
- (b) delivery note, railway receipt, or truck receipt;

- (c) certificate of insurance;
- (d) certificate(s) of origin; and
- (e) estimated time of arrival at the site.

#### 22.6 Customs Clearance

- (a) The Purchaser will bear responsibility for, and cost of, customs clearance into the Purchaser's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Purchaser's country in the Price Schedules referred to by Article 2 of the Contract Agreement.
- (b) At the request of the Purchaser, the Supplier will make available a representative or agent during the process of customs clearance in the Purchaser's country for goods supplied from outside the Purchaser's country. In the event of delays in customs clearance that are not the fault of the Supplier:
  - (i) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 40;
  - (ii) the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.

### **23. Product Upgrades**

- 23.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause 39 (Changes to the System).
- 23.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser's Country, pursuant to GCC Clause 39 (Changes to the System).

- 23.3 During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its bid.
- 23.4 **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.
- 23.5 The Purchaser shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty four (24) months after the Purchaser receives a production-ready copy of a subsequent version, release, or update. The Purchaser shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.
- 24. Implementation, Installation, and Other Services**
- 24.1 The Supplier shall provide all Services specified in the Contract and Agreed Project Plan in accordance with the highest standards of professional competence and integrity.
- 24.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its Bid) and shall

not exceed the prevailing rates charged by the Supplier to other purchasers in the Purchaser's Country for similar services.

**25. Inspections and Tests**

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

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

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

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

25.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 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.

**26. Installation of the System**

26.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the

SCC and the Agreed Project Plan, the Supplier shall so notify the Purchaser in writing.

26.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section in the bidding documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Purchaser in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause 26.2 shall be repeated, as necessary, until an Installation Certificate is issued.

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

## **27. Commissioning and Operational Acceptance**

### **27.1 Commissioning**

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

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



- (b) as otherwise specified in the Technical Requirement or the Agreed Project Plan; or
- (c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3.

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

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

## 27.2 Operational Acceptance Tests

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

27.2.2 If for reasons attributable to the Purchaser, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within 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.

### 27.3 Operational Acceptance

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

- (a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed Project Plan have been successfully completed; or
- (b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Purchaser within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or
- (c) the Purchaser has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Purchaser and document such use.

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

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

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

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

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

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

or

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

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

be deemed to have been accepted as of the date of the Supplier's said notice.

#### 27.4 Partial Acceptance

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

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

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

## F. GUARANTEES AND LIABILITIES

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### 28. Operational Acceptance Time Guarantee

28.1 The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule and/or the Agreed Project Plan pursuant to GCC Clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

28.2 **Unless otherwise specified in the SCC**, if the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Purchaser liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount of ten (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2.

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

28.4 If liquidated damages are claimed by the Purchaser for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Purchaser in respect to the Operational Acceptance time guarantee for the System (or

Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

## **29. Defect Liability**

- 29.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. **Unless otherwise specified in the SCC**, there will be NO exceptions and/or limitations to this warranty with respect to Software (or categories of Software). Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.
- 29.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.
- 29.3 **Unless otherwise specified in the SCC**, the Supplier warrants that: (i) all Goods components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines, and (ii) they have been previously released to the market.
- 29.4 **Unless otherwise specified in the SCC**, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for thirty-six (36) months.
- 29.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System

caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.

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

- (a) improper operation or maintenance of the System by the Purchaser;
- (b) normal wear and tear;
- (c) use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or
- (d) modifications made to the System by the Purchaser, or a third party, not approved by the Supplier.

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

- (a) any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or
- (b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Purchaser or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.

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

29.9 The Supplier may, with the consent of the Purchaser, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may

affect the efficiency of the System, the Purchaser may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, whereupon the Supplier shall carry out such tests.

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

29.10 **Unless otherwise specified in the SCC**, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the Purchaser may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.

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

29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, the Purchaser may choose to retain physical possession of any replaced defective information storage devices.

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



the Purchaser of the benefit of any warranties given by such producers or licensors to the Supplier.

### **30. Functional Guarantees**

- 30.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Purchaser's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance governs how technical conformance of the System to the Contract requirements will be determined.
- 30.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.
- 30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.

### **31. Intellectual Property Rights Warranty**

- 31.1 The Supplier hereby represents and warrants that:
- (a) the System as supplied, installed, tested, and accepted;
  - (b) use of the System in accordance with the Contract; and
  - (c) copying of the Software and Materials provided to the Purchaser in accordance with the Contract

do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the

Purchaser to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.

### **32. Intellectual Property Rights Indemnity**

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

- (a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;
- (b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and
- (c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause 32.2.

32.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.

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

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

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

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

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

32.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Purchaser or any persons (other than the Supplier) contracted by the Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

32.6 Such indemnity shall not cover

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

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

32.7 Such indemnities shall also not apply:

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

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

**33. Limitation of Liability**

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

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

## **G. RISK DISTRIBUTION**

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### **34. Transfer of Ownership**

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

### **35. Care of the System**

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

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

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

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

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

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

Purchaser, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.

36.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Purchaser to liability under GCC Clause 36.4, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.

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

### **37. Insurances**

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

(a) **Cargo Insurance During Transport**

as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or



damage during shipment through receipt at the Project Site.

(b) Installation “All Risks” Insurance

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

(c) Third-Party Liability Insurance

On terms as **specified in the SCC**, covering bodily injury or death suffered by third parties (including the Purchaser’s personnel) and loss of or damage to property (including the Purchaser’s property and any Subsystems that have been accepted by the Purchaser) occurring in connection with the supply and installation of the Information System.

(d) Automobile Liability Insurance

In accordance with the statutory requirements prevailing in the Purchaser’s Country, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them or hired during the implementation of the contract) the service provider will be responsible for the insurance and in accordance with the provisions of Zimbabwean law.

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

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

- 37.3 The Supplier shall deliver to the Purchaser certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.
- 37.4 If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the Purchaser may take out and maintain in effect any such insurance and may from time to time deduct from any amount due the Supplier under the Contract any premium that the Purchaser shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.
- 37.5 Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Supplier. The Purchaser shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Purchaser's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Purchaser. With respect to insurance claims in which the Supplier's interest is involved, the Purchaser shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

### **38. Force Majeure**

- 38.1 "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:
- (a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
  - (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
  - (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler,

or any other act or failure to act of any local state or national government authority;

- (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague. However, due to current CoVid-19, and being that the bidding process up to notification for contract award may run through November/ December, 2020, at the negotiation stage with the selected bidder, both the purchaser and bidder shall discuss the modalities on an acceptable form/ approach as to how to implement the contract;
  - (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
  - (f) failure, by the Supplier, to obtain the necessary export permit(s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.
- 38.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.
- 38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

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

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

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

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

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

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

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

## **H. CHANGE IN CONTRACT ELEMENTS**

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### **39. Changes to the System**

#### **39.1 Introducing a Change**

39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the Purchaser shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the

System (interchangeably called “Change”), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.

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

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

## 39.2 Changes Originating from Purchaser

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

- (a) brief description of the Change;
- (b) impact on the Time for Achieving Operational Acceptance;
- (c) detailed estimated cost of the Change;
- (d) effect on Functional Guarantees (if any);
- (e) effect on any other provisions of the Contract.

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

- (a) accept the Supplier’s estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;
- (b) advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;
- (c) advise the Supplier that the Purchaser does not intend to proceed with the Change.

39.2.3 Upon receipt of the Purchaser’s instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Purchaser and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.

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

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

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

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

exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.

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

### 39.3 Changes Originating from Supplier

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

39.4 Value engineering. The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing Contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and



(c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency, safety or sustainability of the systems; or
- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the systems.

If the value engineering proposal is approved by the Purchaser and results in:

(a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or

(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

**40. Extension of Time for Achieving Operational Acceptance**

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

- (a) any Change in the System as provided in GCC Clause 39 (Change in the Information System);
- (b) any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);
- (c) default of the Purchaser; or

- (d) any other matter specifically mentioned in the Contract;
- by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.
- 40.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 43.
- 40.3 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

#### **41. Termination**

- 41.1 Termination for Purchaser's Convenience
- 41.1.1 The Purchaser may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.
- 41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination:
- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
  - (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.1.2 (d) (ii) below;

- (c) remove all Supplier's Equipment from the site, repatriate the Supplier's and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
- (d) in addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall:
  - (i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
  - (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
  - (iii) deliver to the Purchaser all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

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

- (a) the Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;
- (b) the costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and in the repatriation of the Supplier's and its Subcontractors' personnel. In such a situation, if there is a disagreement, the actual cost shall be determined by the arbitrator so as to ensure fairness to both parties;
- (c) any amount to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges. However, being that sub-contracting is

not allowed in this bid, this requirement is not applicable;

- (d) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2 (a); and
- (e) the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above; and the reasonableness of such costs to be agreed by both parties through an adjudication process.

#### 41.2 Termination for Supplier's Default

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

- (a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;
- (b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or
- (c) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of the Appendix to the GCC, in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership

of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

41.2.2 If the Supplier:

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

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

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

- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work

required to leave the site in a clean and safe condition;

- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.2.3 (d) below;
- (c) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
- (d) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
- (e) deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

41.2.4 The Purchaser may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.

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

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

#### 41.3 Termination by Supplier

##### 41.3.1 If:

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

necessary for the execution and/or completion of the System;

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

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

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

- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 41.3.3 (d) (ii);



- (c) remove all Supplier's Equipment from the site and repatriate the Supplier's and its Subcontractor's personnel from the site.
- (d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:
  - (i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
  - (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
  - (iii) to the extent legally possible, deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

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

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

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

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

**42. Assignment**

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

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## I. SETTLEMENT OF DISPUTES

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**43. Settlement of Disputes**

43.1 Adjudication

43.1.1 If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute by mutual consultation. If the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix 2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the

notification of arbitration pursuant to GCC Clause 43.2.1.

43.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Purchaser and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.

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

43.1.4 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Purchaser and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority **specified in the SCC**, or, if no Appointing Authority is **specified in SCC**, the Contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

## 43.2 Arbitration

### 43.2.1 If

- (a) the Purchaser or the Supplier is dissatisfied with the Adjudicator's decision and acts before this decision has become final and binding pursuant to GCC Clause 43.1.2, or
- (b) the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 43.1.2, and the Purchaser or the

Supplier acts within the following fourteen (14) days, or

- (c) in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 43.1.1 expires without resolution of the dispute and the Purchaser or the Supplier acts within the following fourteen (14) days,

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

43.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 43.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the Information System.

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

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

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

## **APPENDIX**

### **Fraud and Corruption**

*(Text in this Appendix shall not be modified)*

#### **1. Purpose**

1.1 The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

#### **2. Requirements**

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders(applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. “obstructive practice” is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or

accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## SECTION IX - SPECIAL CONDITIONS OF CONTRACT

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## Special Conditions of Contract

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

### A. CONTRACT AND INTERPRETATION

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#### 1. Definitions and Interpretations (GCC Clause 1 and 3)

GCC 1.1 (a) (ix)	The applicable edition of the Procurement Frameworks shall be Open Competitive Bidding International (OCBI) as specified in the African Development Bank's (AfDB's) Procurement Policy for Bank Group Funded Operations, released August, 2015; with specific emphasis to Section 4.3 of the procurement policy and its applicability to the TaRMS bid process.
GCC 1.1 (b) (i)	The Purchaser is: <b><i>Zimbabwe Revenue Authority (ZIMRA)</i></b>
GCC 1.1 (b) (ii)	The Project Manager is: <b><i>Mrs. Gamuchirai Makwangudze</i></b>
GCC 1.1 (e) (i)	The Purchaser's Country is: <b><i>Republic of Zimbabwe</i></b>
GCC 1.1 (e) (x)	<b>There are no Special Conditions associated with GCC 1.1 (e) (x).</b>
GCC 1.1 (e) (xiii)	The Post-Warranty Services Period is: <b><i>Twenty Four (24) months</i></b>
GCC 3.5	The Incoterms edition is: <b><i>"2010 - ICC rules for the use of domestic and international trade terms, published, by the International Chamber of Commerce, Paris <a href="https://www.iccwbo.org">https://www.iccwbo.org</a>"</i></b>

#### 2. Notices and Governing Law ( GCC Clause 4 and 5)

GCC 4.3	Address of the Project Manager:  Name: <b><i>Mrs. Gamuchirai Makwangudze</i></b>  Address: <b><i>7th Floor ZB Centre, Cnr. Kwame Nkrumah Avenue/ First Street, P.O Box 4360, Harare, Republic of Zimbabwe.</i></b>  Email: <b><i>gmakwangudze@zimra.co.zw</i></b>
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GCC 5.1	The Contract shall be governed by the laws of the <b>Republic of Zimbabwe</b>
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## **B. SUBJECT MATTER OF CONTRACT**

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### **3. Scope of the System ( GCC Clause 7)**

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Bid: <i>Post Warranty services for Year 4 and Year 5</i>
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### **4. Time for Commencement and Operational Acceptance ( GCC Clause 8)**

GCC 8.1	The Supplier shall commence work on the System within: <i>Thirty (30) days</i> from the Effective Date of the Contract signature.
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### **5. Supplier's Responsibilities and Purchaser's Responsibilities ( GCC Clause 9 and 10)**

GCC 9.9	This clause is related to GCC 1.1 (a) (ix). Therefore, there are no modifications to this clause.
GCC 10.12	During post warranty period (that is, twenty-four (24) months) after the completion date of warranty period, costs of travel, accommodation, incidentals, and related costs shall be costs directly to the Purchaser and shall be under a separate arrangement outside of this contract or applied to this contract as part of the post-warranty costs to the contract.

## **C. PAYMENT**

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### **6. Contract Price ( GCC Clause 11)**

GCC 11.2	Adjustments to the Contract Price shall be as follows: <i>"not applicable"</i> .
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### **7. Terms of Payment ( GCC Clause 12)**

GCC 12.1	Subject to the provisions of GCC Clause 12 (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier according to the
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categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of goods or services under the specific payment category. Within each such category, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement.

**(a) Advance Payment**

Twenty percent (20%) of the entire Contract Price, exclusive of all Recurrent Costs, shall be paid against receipt of a claim accompanied by the Advance Payment Security specified in GCC Clause 13.2.

**(b) Supply and Installation (Hardware/ Networks/ Infrastructure):**

i) Fifty percent (50%) against Purchase Ordering and Delivery at Purchaser's Site;

ii) Twenty percent (20%) against Installation, Pre-commission, Commissioning and Acceptance by Customer;

iii) Ten percent (10%) against Operational Acceptance.

**(c) Supply and Installation (Software/ Application):**

i) Fifty percent (50%) against Purchase Ordering, Delivery, and Installation at Purchaser's Site.

ii) Twenty percent (20%) against Configuration, Testing, and Acceptance Tests.

iii) Ten percent (10%) against Operational Acceptance.

**(d) Services other than Training:**

Eighty percent (80%) of the pro-rata Contract Price for services performed will be paid monthly in arrears, on submission and Purchaser's approval of invoices.

**(e) Training**

	<p>i) Forty percent (40%) of the total Contract Price for training services at the start of the full training program;</p> <p>ii) Forty percent (40%) of the pro-rata Contract Price for training services performed will be paid monthly in arrears, on submission and approval of appropriate invoices.</p> <p><b>(f) Recurrent Costs</b></p> <p>One Hundred percent (100%) of the price of the services actually delivered will be paid monthly in arrears, on submission and Purchaser's approval of invoices.</p>
GCC 12.3	The Purchaser shall pay to the Supplier interest on the delayed payments at a rate of: <b>0.05%</b> per annum.
GCC 12.4	The Supplier will invoice the Purchaser in the currency used in the Contract Agreement and the Price Schedules it refers to, for Goods and Services supplied locally, and the conversion between this currency and <b>United States Dollars</b> for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the exchange rate as obtained from <b>the Central Bank of Zimbabwe</b> .

### 8. Securities ( GCC Clause 13)

GCC 13.3.1	<p>Supplier to provide security type: <b>Bank Guarantee Security for:</b></p> <ul style="list-style-type: none"> <li>• Advance Payment Guarantee: <b>Twenty (20)</b> percent of contract amount, excluding Recurrent Costs;</li> <li>• Performance Payment Guarantee: <b>Ten (10)</b> percent of contract amount, excluding Recurrent Costs, during the Warranty Period of the contract.</li> </ul>
GCC 13.3.4	During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to <b>Two and a Half (2.5)</b> percent of the Contract Price, excluding any Recurrent Costs.

## **D. INTELLECTUAL PROPERTY**

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### **9. Copyright ( GCC Clause 15)**

GCC 15.3	<i><b>There are no Special Conditions of Contract applicable to GCC Clause 15.3</b></i>
GCC 15.4	The proprietary rights of all materials, reports and any outputs shall be the rights of the Purchaser. The Purchaser shall be the Owner of any Custom Developed solution. The Supplier is Obligated to transfer Source Code and Documentations of all developed software and information system components to the Purchaser as part of the fulfillment/ achievements of the Operational Acceptance process before the Completion of the Contract.
GCC 15.5	<i><b>There are no Special Conditions of Contract applicable to GCC Clause 15.5</b></i>

### **10. Software License Agreements ( GCC Clause 16)**

GCC 16.1 (a) (iv)	The Licenses for the TaRMS shall be <i><b>Concurrent and Perpetual</b></i> for all systems and sub-systems and licenses perpetuity is <b><u>NOT</u></b> linked to Product Support.
GCC 16.1 (b) (vi)	<i><b>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi)</b></i>
GCC 16.1 (b) (vii)	<i><b>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)</b></i>
GCC 16.2	<i><b>There are no Special Conditions of Contract applicable to GCC Clause 16.2</b></i>

### **11. Confidential Information ( GCC Clause 17)**

GCC 17.1	<b>There are no Special Conditions of Contract applicable to GCC Clause 17.1</b>
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## **E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM**

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### **12. Representatives ( GCC Clause 18)**

GCC 18.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 18.1</i>
GCC 18.2.2	<i>There are no Special Conditions of Contract applicable to GCC Clause 18.2.2</i>

### **13. Project Plan ( GCC Clause 19)**

GCC 19.1	<p>Chapters in the Project Plan shall address the following subject:</p> <ul style="list-style-type: none"> <li><i>(a) Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);</i></li> <li><i>(b) Delivery and Installation Sub-Plan;</i></li> <li><i>(c) Pre-commissioning/ Commissioning Sub-Plan;</i></li> <li><i>(d) Training Sub-Plan;</i></li> <li><i>(e) Testing and Quality Assurance Sub-Plan;</i></li> <li><i>(f) Warranty Defect Repair and Technical Support Service Sub-Plan;</i></li> <li><i>(g) Change Management Plan;</i></li> <li><i>(h) Tasks, Time, and Resources Schedule;</i></li> <li><i>(i) Data Migration Plan.</i></li> </ul>
GCC 19.6	<p>The Supplier shall submit to the Purchaser:</p> <ul style="list-style-type: none"> <li><i>(i) monthly inspection and quality assurance reports;</i></li> <li><i>(ii) monthly training participants test results;</i></li> </ul>

	<i>(iii) monthly log of service calls and problem resolutions.</i>
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#### 14. Design and Engineering ( GCC Clause 21)

GCC 21.3.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 21.3.1.</i>
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#### 15. Product Upgrades ( GCC Clause 23)

GCC 23.4	<i>There are no Special Conditions of Contract applicable to GCC Clause 23.4.</i>
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#### 16. Inspections and Tests ( GCC Clause 25)

GCC 25	<i>There are no Special Conditions of Contract applicable to GCC Clause 25.</i>
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#### 17. Commissioning and Operational Acceptance ( GCC Clause 27)

GCC 27.2.1	The Operational Acceptance Tests shall be tested in the System and Sub-Systems. The Tests, the Test Procedures and the required Results for the Acceptance shall be jointly agreed by the Purchaser and Supplier. During Operational Acceptance Tests/ Periods of the Contract, if there are any defects discovered or system's performance degraded, the Supplier is obligated to fix any defects and improve the system's performance- if such performance issues occurred during the operational acceptance periods.
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## **F. GUARANTEES AND LIABILITIES**

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### **18. Operational Acceptance Time Guarantee ( GCC Clause 28)**

GCC 28.2	<i>There are no Special Conditions of Contract applicable to GCC Clause 28.2.</i>
GCC 28.3	<i>There are no Special Conditions of Contract applicable to GCC Clause 28.3.</i>

### **19. Defect Liability ( GCC Clause 29)**

GCC 29.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.1.</i>
GCC 29.4	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.4.</i>
GCC 29.10	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.10</i>

### **20. Functional Guarantees ( GCC Clause 30)**

GCC 30	<i>There are no Special Conditions of Contract applicable to GCC Clause 30.</i>
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## **G. RISK DISTRIBUTION**

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### **21. Insurances ( GCC Clause 37)**

GCC 37.1 (c)	<b>There are no modifications to this clause</b>
GCC 37.1 (e)	<i>There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).</i>



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## H. CHANGE IN CONTRACT ELEMENTS

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### 22. Changes to the System ( GCC Clause 39)

GCC 39.4	<b>There are no modifications to this clause</b>
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## I. SETTLEMENT OF DISPUTES

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### 23. Settlement of Disputes (GCC Clause 43)

GCC 43.1.4	The Appointing Authority for the Adjudicator is: <b><i>an adjudicator to be appointed by both parties during the contract negotiation or prior to contract effectiveness.</i></b>
GCC 43.2.3	If the Supplier is from outside the Purchaser's Country arbitration proceedings shall be conducted in accordance with the UNCITRAL Arbitration rules. These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract.  If the Supplier is a national of the Purchaser's Country, any dispute between the Purchaser and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of the Purchaser's country.

## SECTION X - CONTRACT FORMS

### Notes to the Purchaser on preparing the Contract Forms

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

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

**Installation and Operational Acceptance Certificates:** Recommended formats for these certificates are included in this SPD. Unless the Purchaser has good reason to require procedures that differ from those recommended, or to require different wording in the certificates, the procedures and forms shall be included unchanged. If the Purchaser wishes to amend the recommended procedures and/or certificates, it may propose alternatives for the approval of the African Development Bank before release of the bidding document to potential Bidders.

**Change Order Procedures and Forms:** Similar to the Installation and Operational Acceptance Certificates, the Change Estimate Proposal, Estimate Acceptance, Change Proposal, Change Order, and related Forms should be included in the bidding document unaltered. If the Purchaser wishes to amend the recommended procedures and/or certificates, it may propose alternatives for the approval of the African Development Bank before release of the bidding document.

### Notes to Bidders on working with the Sample Contractual Forms

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The following forms are to be completed and submitted by the successful Bidder following receipt of the Letter of Acceptance from the Purchaser: (i) Contract Agreement, with all Appendices; (ii) Performance Security; and (iii) Advance Payment Security.

- **Contract Agreement:** In addition to specifying the parties and the Contract Price, the Contract Agreement is where the: (i) Supplier Representative; (ii) if applicable, agreed Adjudicator and his/her compensation; and (iii) the List of Approved Subcontractors are specified. In addition, modifications to the successful Bidder's Bid Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's bid prices to correct errors, adjust the Contract Price to reflect – if applicable - any extensions to bid validity beyond the last day of original bid validity plus 56 days, etc.
- **Performance Security:** Pursuant to GCC Clause 13.3, the successful Bidder is required to provide the Performance Security in the form contained in this

section of these bidding documents and in the amount specified in accordance with the SCC.

- Advance Payment Security: Pursuant to GCC Clause 13.2, the successful Bidder is required to provide a bank guarantee for the full amount of the Advance Payment - if an Advance Payment is specified in the SCC for GCC Clause 12.1 - in the form contained in this section of these bidding documents or another form acceptable to the Purchaser. If a Bidder wishes to propose a different Advance Payment Security form, it should submit a copy to the Purchaser promptly for review and confirmation of acceptability before the bid submission deadline.

The Purchaser and Supplier will use the following additional forms during Contract implementation to formalize or certify important Contract events: (i) the Installation and Operational Acceptance Certificates; and (ii) the various Change Order forms. These and the procedures for their use during performance of the Contract are included in the bidding documents for the information of Bidders.

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## NOTIFICATION OF INTENTION TO AWARD

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***[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]***

***[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]***

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to all participating Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

### Notification of Intention to Award

**[Purchaser]:** *[insert the name of the Purchaser]*

**Project:***[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFB is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

**RFB No:** *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

**1. The successful Bidder**

<b>Name:</b>	[insert name of successful Bidder]
<b>Address:</b>	[insert address of the successful Bidder]
<b>Contract price:</b>	[insert contract price of the successful Bidder]
<b>Total combined score:</b>	[insert the total combined score of the successful Bidder]

**2. Other Bidders** *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

<b>Name of Bidder</b>	<b>Technical Score (If applicable)</b>	<b>Bid price</b>	<b>Evaluated Bid Cost</b>	<b>Combined Score (if applicable)</b>
[insert name]	[insert Technical score]	[insert Bid price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Bid price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Bid price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Bid price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Bid price]	[insert evaluated cost]	[insert combined score]

**3. Reason/s why your Bid was unsuccessful** *[Delete if the combined score already reveals the reason]*

*[INSTRUCTIONS; State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]*

**4. How to request a debriefing**

**DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).**

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Purchaser]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

## 5. How to make a complaint

**DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [insert date] (local time).**

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Purchaser]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the African Development Bank's (AfDB's) Procurement Framework for Bank Group Funded Operations "Rules and Procedures for Procurement of Goods and Works" (May 2008 Edition, Revised, July, 2012).

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the
5. The Bank's procurement rules stipulates that bidders may send copies of their communications with the Borrowers to the Bank or write to the Bank directly when, Borrowers do not respond promptly, any questions on any issues regarding the implementation of Bank funded projects, or when the communication is a complaint against the Borrower. In this regard, if a bidder wishes to protest against a decision made by a Borrower or the Bank with regards to the procurement process or wishes to inform the Bank that the Bank's procurement rules and/or provisions of the bidding documents have not been complied with, an email can be sent to the following address:

Email: [procurementcomplaints@afdb.org](mailto:procurementcomplaints@afdb.org)

## 6. Standstill Period

**DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).**

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:



Section

X

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Contract

Forms

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**Signature:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Title/position:**

\_\_\_\_\_

**Telephone:**

\_\_\_\_\_

**Email:**

\_\_\_\_\_

## BENEFICIAL OWNERSHIP DISCLOSURE FORM

***INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM***

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:*

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

**RFB No.:** *[insert number of RFB process]*

**Request for Bid No.:** *[insert identification]*

**To:** *[insert complete name of Purchaser]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

**Details of beneficial ownership**

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
<i>[include full name (last, middle, first),</i>			

<i>nationality, country of residence]</i>			
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**OR**

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

**OR**

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]”

**Name of the Bidder:** \**[insert complete name of the Bidder]*\_\_\_\_\_

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** \*\**[insert complete name of person duly authorized to sign the Bid]*\_\_\_\_\_

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*\_\_\_\_\_

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*\_\_\_\_\_

**Date signed***[insert date of signing]***day of***[insert month]***, [insert year]**\_\_\_\_\_

\* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

\*\* Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

**LETTER OF ACCEPTANCE**

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

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ for the Contract Price in the aggregate of \_\_\_\_\_, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with BDS ITB 47.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

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

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

## 1. CONTRACT AGREEMENT

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THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW IT IS HEREBY AGREED as follows:

- |                    |     |   |
|--------------------|-----|---|
| Article 1.         | 1.1 | Contract Documents (Reference GCC Clause 1.1 (a) (ii))  |
| Contract Documents |     | <p>The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:</p> <ol style="list-style-type: none"> <li>(a) This Contract Agreement and the Appendices attached to the Contract Agreement</li> <li>(b) Special Conditions of Contract</li> <li>(c) General Conditions of Contract</li> <li>(d) Technical Requirements (including Implementation Schedule)</li> <li>(e) The Supplier’s bid and original Price Schedules</li> </ol> |

(f) *[ Add here: any other documents ]*

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that the provisions of the Contract Agreement shall prevail over all provisions of the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 4 below.

1.3 Definitions (Reference GCC Clause 1)

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

Article 2.

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

Contract Price and  
Terms of Payment

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

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified.

Article 3.

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

Effective Date for  
Determining Time  
for Operational  
Acceptance

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

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

- (c) The Purchaser has paid the Supplier the advance payment, in accordance with GCC Clause 12;

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

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

Article 4.

- 4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

Appendixes

- 4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

#### APPENDIXES

- Appendix 1. Supplier's Representative
- Appendix 2. Adjudicator [*if there is no Adjudicator, state "not applicable"*]
- Appendix 3. List of Approved Subcontractors
- Appendix 4. Categories of Software
- Appendix 5. Custom Materials
- Appendix 6. Revised Price Schedules (if any)
- Appendix 7. Agreed-to and signed Amendments to the Contract Agreement. The parties shall keep minutes of Contract Finalization or amendment Discussions for record purposes only but shall not form part of the appendixes to the Contract Agreement or any amendments thereof.

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser

Signed:

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

in the presence of

For and on behalf of the Supplier

Signed:

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

in the presence of

CONTRACT AGREEMENT

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

BETWEEN

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

and

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



## **Appendix 1. Supplier's Representative**

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

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

Title: *[ if appropriate, insert: title ]*

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

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

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

## Appendix 2. Adjudicator

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

Name: *[ insert: name ]*

Title: *[ insert: title ]*

Address: *[ insert: postal address ]*

Telephone: *[ insert: telephone ]*

In accordance with GCC Clause 43.1.3, the agreed-upon fees and reimbursable expenses are:

Hourly Fees: *[ insert: hourly fees ]*

Reimbursable Expenses: *[ list: reimbursables ]*

Pursuant to GCC Clause 43.1.4, if at the time of Contract signing, agreement has not been reached between the Purchaser and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

### Appendix 3. List of Approved Subcontractors

The Purchaser has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the Purchaser of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Purchaser reasonable time for review. In accordance with GCC Clause 20.1, the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Purchaser and their names have been added to this list of Approved Subcontractors, subject to GCC Clause 20.3.

*[ specify: item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its bid and that the Purchaser approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary. ]*

Item	Approved Subcontractors	Place of Registration





## **Appendix 6. Revised Price Schedules**

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Bid. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's bid price, pursuant to the ITB Clauses 30.3 and 38.2.

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

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

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## **2. PERFORMANCE AND ADVANCE PAYMENT SECURITY FORMS**

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### **2.1 Performance Security Form (Bank Guarantee) (Bank Guarantee)**

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

We have been informed that on *[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for *[insert: **title and/or brief description of the Contract**]* (hereinafter called "the Contract") to *[insert: **complete name of Supplier which in the case of a joint venture shall be in the name of the joint venture**]* (hereinafter called "the Applicant"). 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 you any sum(s) not exceeding *[insert: **amount(s)**<sup>1</sup> **in figures and words**]* such sum being payable in the types and proportions of currencies which the Contract Price is payable upon receipt by us of 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 or reasons for their demand or the sum specified therein.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert:*

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<sup>1</sup> *The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*



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*amount(s)<sup>1</sup> in figures and words*]. This remaining guarantee shall expire no later than [insert: **number** and select: **of months/of years** (of the Warranty Period that needs to be covered by the remaining guarantee)] from the date of the Operational Acceptance Certificate for the System,<sup>1</sup> and any demand for payment under it must be received by us at this office on or before that date.

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

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[Signature(s)]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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<sup>1</sup> *In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.*

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## 2.2 Advance Payment Security

### Bank Guarantee

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*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

We have been informed that on *[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for *[insert: title and/or brief description of the Contract]* (hereinafter called "the Contract") to *[insert: complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert: amount in numbers and words, for each currency of the advance payment]* is to be made to the Supplier against an advance payment guarantee.

At the request of the 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]*<sup>1</sup> upon receipt by us of the Beneficiary's complying 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

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<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

- (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 day]* day of *[insert month]*, 2 *[insert year]*, 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, except that the supporting statement under Article 15(a) is hereby excluded.

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

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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### 3. INSTALLATION AND ACCEPTANCE CERTIFICATES

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#### 3. Installation and Acceptance Certificates

##### 3.1 Installation Certificate

Date: *[ insert: date ]*

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

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

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

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

Dear Sir or Madam:

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

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

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

For and on behalf of the Purchaser

Signed:

Date:

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

## 3.2 Operational Acceptance Certificate

Date: *[ insert: date ]*

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

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

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

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

Dear Sir or Madam:

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

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

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

For and on behalf of the Purchaser

Signed:

Date:

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

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## 4. CHANGE ORDER PROCEDURES AND FORMS

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Date: *[ insert: date ]*

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

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

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

### General

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

### Change Order Log

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

### References to Changes

- (1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.
- (2) Change Estimate Proposals shall be numbered CN-nnn.
- (3) Estimate Acceptances shall be numbered CA-nnn.
- (4) Change Proposals shall be numbered CP-nnn.
- (5) Change Orders shall be numbered CO-nnn.

On all forms, the numbering shall be determined by the original CR-nnn.

### Annexes

- 4.1 Request for Change Proposal Form
- 4.2 Change Estimate Proposal Form
- 4.3 Estimate Acceptance Form
- 4.4 Change Proposal Form
- 4.5 Change Order Form
- 4.6 Application for Change Proposal Form

## 4.1 Request for Change Proposal Form

(Purchaser's Letterhead)

Date: *[ insert: date ]*

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

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

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

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

Attention: *[ insert: name and title ]*

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within *[ insert: number ]* days of the date of this letter.

1. Title of Change: *[ insert: title ]*
2. Request for Change No./Rev.: *[ insert: number ]*
3. Originator of Change: *[ select Purchaser / Supplier (by Application for Change Proposal), and add: name of originator ]*
4. Brief Description of Change: *[ insert: description ]*
5. System (or Subsystem or major component affected by requested Change): *[ insert: description ]*
6. Technical documents and/or drawings for the request of Change:

Document or Drawing No.

Description

7. Detailed conditions or special requirements of the requested Change: *[ insert: description ]*
  
8. Procedures to be followed:
  - (a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
  - (b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.
  - (c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.
  - (d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.
  - (e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.
  
9. As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all its elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Purchaser

Signed:

Date:

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



## 4.2 Change Estimate Proposal Form

(Supplier's Letterhead)

Date: *[ insert: date ]*

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

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

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

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

Attention: *[ insert: name and title ]*

Dear Sir or Madam:

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

1. Title of Change: *[ insert: title ]*
2. Request for Change No./Rev.: *[ insert: number ]*
3. Brief Description of Change (including proposed implementation approach):  
*[ insert: description ]*
4. Schedule Impact of Change (initial estimate): *[ insert: description ]*
5. Initial Cost Estimate for Implementing the Change: *[ insert: initial cost estimate ]*
6. Cost for Preparation of Change Proposal: *[ insert: cost in the currencies of the Contract ]*, as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier

Signed:

Date:

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

### **4.3 Estimate Acceptance Form**

(Purchaser's Letterhead)

Date: *[ insert: date ]*

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

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

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

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

Attention: *[ insert: name and title ]*

Dear Sir or Madam:

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

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

In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the

amount estimated for this purpose in the Change Estimate Proposal, in accordance with GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Purchaser

Signed:

Date:

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

## 4.4 Change Proposal Form

(Supplier's Letterhead)

Date: *[ insert: date ]*

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

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

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

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

Attention: *[ insert: name and title ]*

Dear Sir or Madam:

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

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

8. Estimate of the increase/decrease to the Contract Price resulting from the proposed Change: ***[ insert: amount in currencies of Contract ]***, as detailed below in the breakdown of prices, rates, and quantities.

Total lump sum cost of the Change:

Cost to prepare this Change Proposal (i.e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):

9. Additional Time for Achieving Operational Acceptance required due to the Change: ***[ insert: amount in days / weeks ]***
10. Effect on the Functional Guarantees: ***[ insert: description ]***
11. Effect on the other terms and conditions of the Contract: ***[ insert: description ]***
12. Validity of this Proposal: for a period of ***[ insert: number ]*** days after receipt of this Proposal by the Purchaser
13. Procedures to be followed:
- (a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within ***[ insert: number ]*** days from your receipt of this Proposal.
  - (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed:

Date:

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

## 4.5 Change Order Form

(Purchaser's Letterhead)

Date: *[ insert: date ]*

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

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

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

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

Attention: *[ insert: name and title ]*

Dear Sir or Madam:

We hereby approve the Change Order for the work specified in Change Proposal No. *[ insert: number ]*, and agree to adjust the Contract Price, Time for Completion, and/or other conditions of the Contract in accordance with GCC Clause 39 of the Contract.

1. Title of Change: *[ insert: name ]*
2. Request for Change No./Rev.: *[ insert: request number / revision ]*
3. Change Order No./Rev.: *[ insert: order number / revision ]*
4. Originator of Change: *[ select: Purchaser / Supplier; and add: name ]*
5. Authorized Price for the Change:

Ref. No.: *[ insert: number ]*

Date: *[ insert: date ]*

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

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

For and on behalf of the Purchaser

Signed:

Date:

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

For and on behalf of the Supplier

Signed:

Date:

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



## **4.6 Application for Change Proposal Form**

(Supplier's Letterhead)

Date: *[ insert: date ]*

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

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

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

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

Attention: *[ insert: name and title ]*

Dear Sir or Madam:

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

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

8. Appendix: *[ insert: titles (if any); otherwise state "none" ]*

For and on behalf of the Supplier

Signed:

Date:

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