

AMENDMENT NO.5
TO THE CONTRACT AGREEMENT # G-S/33/IDA

THIS AMENDMENT TO THE CONTRACT AGREEMENT # G-S/33/IDA is made on the 19 day of December, 2017.

BETWEEN

- (1) *the Ministry of Health, Labor and Social Protection of the Republic of Moldova*, and having its principal place of business at Vasile Alecsandri str. # 2, Chisinau, Republic of Moldova, MD - 2009 (hereinafter called "the Purchaser"), and
- (2) *BASS Systems SRL* activating under the laws of the Republic of Moldova and having its principal place of business at 8 Calea Iesilor Street, MD2069, Chisinau, Republic of Moldova (hereinafter called "the Supplier").

The following clauses of the CONTRACT AGREEMENT # G-S/33/IDA are hereby amended:

- I. Special Conditions of Contract. Clause SCC 12.1. Wording "The security will be reduced half-yearly by 20% of its initial value, beginning from January 1, 2019" will be amended and read as follows: "*The security will be reduced monthly by 1/28 of its initial value, beginning from October 1, 2018*".
- II. Special Conditions of Contract. Clause GCC 13.3.4 will be amended and read as follows:

During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to two (2) percent of the Contract Price, excluding any Recurrent Costs.
- III. Special Conditions of Contract. Clause GCC 30 will supplemented with the following statement

During the warranty period the Supplier will perform tasks envisaged in contract and System Support and Maintenance Plan, submit monthly reports indicating the task completed, documents confirming services provided, as well as provide a copy of register of the requests from the Purchaser, hotline received requests and actions taken by the Supplier based on those requests.

During the warranty period (36 months from operational acceptance of the system) the Supplier will ensure functioning of SAAIS hotline service to provide support for all SAAIS users. Failure of the Supplier to on-time provide support and

maintenance, availability of complaints from end users of SAAIS regarding non-functional hotline service and problems related to SAAIS performance unsolved in due time by the Supplier, will enable the Purchaser to forfeiture performance security and bank security for "Extending of warranty services for the entire System since August 2018 and Support in programming changes in SAAIS".

All other terms and conditions of the Contract remain unchanged.

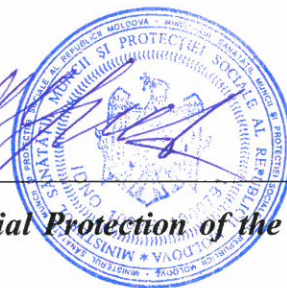
IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser, Ministry of Health, Labor and Social Protection of the Republic of Moldova

Signed:

by **Mrs Stela GRIGORAS** _____

in the capacity of *Minister of Health, Labor and Social Protection of the Republic of Moldova*



in the presence of

Mrs Viorica DUMBRAVEANU _____

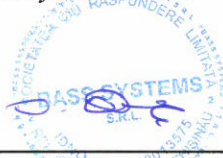
in the capacity of *State Secretary of the Ministry of Health, Labor and Social Protection of the Republic of Moldova*

For and on behalf of the Supplier, BASS Systems SRL

Signed:

Mr. Onisim POPESCU _____

in the capacity of *General Director of BASS Systems SRL*



AMENDMENT NO.4
TO THE CONTRACT AGREEMENT # G-S/33/IDA

THIS AMENDMENT TO THE CONTRACT AGREEMENT # G-S/33/IDA is made on
the 7 day of November, 2017.

BETWEEN

- (1) *the Ministry of Health, Labor and Social Protection of the Republic of Moldova*,
and having its principal place of business at Vasile Alecsandri str. No. 1, Chisinau,
Republic of Moldova, MD - 2009 (hereinafter called "the Purchaser"), and
- (2) *BASS Systems SRL* activating under the laws of the Republic of Moldova and having
its principal place of business at 8 Calea Iesilor Street, MD2069, Chisinau, Republic
of Moldova (hereinafter called "the Supplier").

The following clauses of the CONTRACT AGREEMENT # G-S/33/IDA are hereby amended:

I. Clause GCC 12.1 will be supplemented with the following para.:

(e) Payment for "Extending of warranty services for the entire System since August 2018 and Support in programming changes in SAAIS" (Appendix 6 to the contract, line.4 in "Supply and Installation Cost Summary Table") shall be made after Operational Acceptance of the System against receipt of a claim accompanied by the Bank security, in the amount and currency of the pro-rata Contract Price "Extending of warranty services for the entire System since August 2018 and Support in programming changes in SAAIS". The security is to be valid until December 31, 2020. The security will be reduced half-yearly by 20% of its initial value, beginning from January 1, 2019. The security shall be a bank guarantee in the form provided in the Sample Forms Section of the Bidding Documents, or it shall be in another form acceptable to the Purchaser. The security shall be returned to the Supplier no later than twenty-eight (28) days after its expiration. If the Supplier fails to execute support and maintenance services in accordance with the Contract or persistently neglects to carry out its obligations under the Contract for the entire System, the Purchaser may forfeiture of the Supplier's Security in compensation for the extra costs and delays likely to result from this failure.

II. Para. *Implementation Schedule Table. Completion and Acceptance deadlines for the*
following lines will be amended:

Implementation Schedule Table

Line Item No.	Subsystem / Item	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
16	Full Production at each Pilot Systems			Yes
16.3	Social benefits	W60	W73	Yes
16.4	Social services	W60	W73	Yes

Line Item No.	Subsystem / Item	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
16.5	Petitions and appeals	W60	W73	Yes
16.6	E-Learning module	W60	W73	Yes
16.7	Beneficiary's personal sheet	W60	W73	Yes
19	Full Production at each Project Site			No
19.3	Social benefits	W60	W73	
19.4	Social services	W60	W73	
19.5	Petitions and appeals	W60	W73	
19.6	E-Learning module	W60	W73	
19.7	Beneficiary's personal sheet	W60	W73	
20	Final Technical and User Documentation			No
20.3	Social benefits	W60	W73	
20.4	Social services	W60	W73	
20.5	Petitions and appeals	W60	W73	
20.6	E-Learning module	W60	W73	
20.7	Beneficiary's personal sheet	W60	W73	
21	Full Integration and Completion of new functionalities			Yes
21.3	Social benefits	W60	W73	Yes
21.4	Social services	W60	W73	Yes
21.5	Petitions and appeals	W60	W73	Yes
21.6	E-Learning module	W60	W73	Yes
21.7	Beneficiary's personal sheet	W60	W73	Yes
23	Consulting / Professional Services for SIAAS migration to Mcloud			
23.2	Professional services for SIAAS migration to MCloud	W60	W73	Yes
23.4	Develop new integration interfaces as per MCloud requirements	W60	W73	Yes
23.5	Implementation services	W60	W73	

Line Item No.	Subsystem / Item	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
23.6	Training services	W61	W73	
23.7	Project Management			
24	Warranty	W229	W229	No

The deadline for achievement of operational acceptance of the system as per the Implementation Schedule Table is November 10, 2017 (W73). If the Operational Acceptance Certificate for the system is not signed, the Purchaser will enforce the liquidated damages provisions starting with November 11, 2017 and will deduct from the payments due to the Supplier the liquidated damages at the rate specified in the Special Conditions of Contract. The latest date for achieving the Operational Acceptance shall be December 15, 2017. Failure to achieve the Operational Acceptance on that date will trigger contract termination and enforcement of relevant contract termination provisions.

All other terms and conditions of the Contract remain unchanged.

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, Ministry of Health, Labor and Social Protection of the Republic of Moldova

Signed:

by **Mrs Stela GRIGORAS**

in the capacity of **Minister of Health, Labor and Social Protection of the Republic of Moldova**

in the presence of

Mrs Viorica DUMBRAVEANU

in the capacity of **Deputy Minister of Health, Labor and Social Protection of the Republic of Moldova**

For and on behalf of the Supplier, BASS Systems SRL

Signed:

Mr. Onisim POPESCU

in the capacity of **General Director of BASS Systems SRL**

AMENDMENT NO.3
TO THE CONTRACT AGREEMENT # G-S/33/IDA

THIS AMENDMENT TO THE CONTRACT AGREEMENT # G-S/33/IDA is made on
the 7th day of July, 2017.

BETWEEN

- (1) *the Ministry of Labor, Social Protection and Family of the Republic of Moldova*,
and having its principal place of business at Vasile Alecsandri str. No. 1, Chisinau,
Republic of Moldova, MD - 2009 (hereinafter called "the Purchaser"), and
- (2) *BASS Systems SRL* activating under the laws of the Republic of Moldova and having
its principal place of business at 8 Calea Iesilor Street, MD2069, Chisinau, Republic
of Moldova (hereinafter called "the Supplier").

The following clauses of the CONTRACT AGREEMENT # G-S/33/IDA are hereby amended:

1. Para. *Implementation Schedule Table. Completion and Acceptance deadlines for the*
following lines will be amended:

Implementation Schedule Table

Line Item No.	Subsystem / Item	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
14	Implementation of new functionalities of SAAIS in Pilot Sites			Yes
14.1	Social inspection	W58	W58	Yes
14.3	Social benefits	W58	W58	Yes
14.4	Social services	W58	W58	Yes
14.5	Petitions and appeals	W58	W58	Yes
14.6	E-Learning module	W58	W58	Yes
14.7	Beneficiary's personal sheet	W58	W58	Yes
14.8	Telephone call answering system	W58	W58	Yes
15	Modification of Pilot System and Re-testing			No
15.1	Social inspection	W59	W59	
15.3	Social benefits	W59	W59	
15.4	Social services	W59	W59	
15.5	Petitions and appeals	W59	W59	
15.7	Beneficiary's personal sheet	W59	W59	

Line Item No.	Subsystem / Item	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
15.8	Telephone call answering system	W59	W59	
16	Full Production at each Pilot Systems			Yes
16.1	Social inspection	W60	W62	Yes
16.2	NCDDWC	W60	W62	Yes
16.3	Social benefits	W60	W62	Yes
16.4	Social services	W60	W62	Yes
16.5	Petitions and appeals	W60	W62	Yes
16.6	E-Learning module	W60	W62	Yes
16.7	Beneficiary's personal sheet	W60	W62	Yes
16.8	Telephone call answering system	W60	W62	Yes
16.9	Digital signing of the SAAIS documents	W60	W62	Yes
17	Training			No
17.1	Social inspection	W60	W60	Yes
17.3	Beneficiary's personal sheet, Social benefits, Social services, Petitions and appeals, E-Learning module	W60	W60	Yes
17.4	Telephone call answering system	W60	W60	Yes
17.5	Digital signing of the SAAIS documents	W60	W60	Yes
18	Implementation of new modules of SAAIS in all Project Sites			Yes
18.1	Social inspection	W60	W60	Yes
18.2	NCDDWC	W60	W60	Yes
18.3	Social benefits	W60	W60	
18.4	Social services	W60	W60	Yes
18.5	Petitions and appeals	W60	W60	Yes
18.6	E-Learning module	W60	W60	Yes
18.7	Beneficiary's personal sheet	W60	W60	Yes
18.8	Telephone call answering system	W60	W60	Yes
18.9	Digital signing of the SAAIS documents	W60	W60	Yes
19	Full Production at each Project Site			No
19.1	Social inspection	W60	W62	
19.2	NCDDWC	W60	W62	
19.3	Social benefits	W60	W62	

Line Item No.	Subsystem / Item	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
19.4	Social services	W60	W62	
19.5	Petitions and appeals	W60	W62	
19.6	E-Learning module	W60	W62	
19.7	Beneficiary's personal sheet	W60	W62	
19.8	Telephone call answering system	W60	W62	
19.9	Digital signing of the SAAIS documents	W60	W62	
20	Final Technical and User Documentation			No
20.1	Social inspection	W60	W62	
20.2	NCDDWC	W52	W62	
20.3	Social benefits	W60	W62	
20.4	Social services	W60	W62	
20.5	Petitions and appeals	W60	W62	
20.6	E-Learning module	W60	W62	
20.7	Beneficiary's personal sheet	W60	W62	
20.8	Telephone call answering system	W60	W62	
20.9	Digital signing of the SAAIS documents	W60	W62	
21	Full Integration and Completion of new functionalities			Yes
21.1	Social inspection	W60	W62	Yes
21.2	NCDDWC	W60	W62	Yes
21.3	Social benefits	W60	W62	Yes
21.4	Social services	W60	W62	Yes
21.5	Petitions and appeals	W60	W62	Yes
21.6	E-Learning module	W60	W62	Yes
21.7	Beneficiary's personal sheet	W60	W62	Yes
21.8	Telephone call answering system	W60	W62	Yes
21.9	Digital signing of the SAAIS documents	W60	W62	Yes
23	Consulting / Professional Services for SIAAS migration to Mcloud			
23.2	Professional services for SIAAS migration to MCloud	W60	W62	
23.4	Develop new integration interfaces as per MCloud requirements	W60	W62	

Line Item No.	Subsystem / Item	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
23.5	Implementation services	W60	W62	
23.6	Training services	W61	W62	
23.7	Project Management			
24	Warranty	W218	W218	No

All other terms and conditions of the Contract remain unchanged.

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, Ministry of Labor, Social Protection and Family of the Republic of Moldova

Signed:

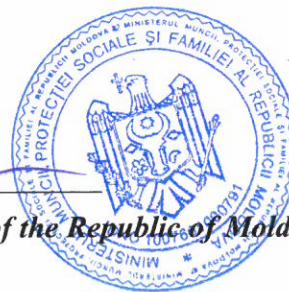
by **Mrs Stela GRIGORAS**

in the capacity of *Minister of Labor, Social Protection and Family of the Republic of Moldova*

in the presence of

Mrs Viorica DUMBRAVEANU

in the capacity of *Deputy Minister of Labor, Social Protection and Family of the Republic of Moldova*



For and on behalf of the Supplier, BASS Systems SRL

Signed:

Mr. Onisim POPESCU

in the capacity of *General Director of BASS Systems SRL*



AMENDMENT NO.2
TO THE CONTRACT AGREEMENT # G-S/33/IDA

THIS AMENDMENT TO THE CONTRACT AGREEMENT # G-S/33/IDA is made on the 14th day of June, 2017.

BETWEEN

- (1) *the Ministry of Labor, Social Protection and Family of the Republic of Moldova*, and having its principal place of business at Vasile Alecsandri str. No. 1, Chisinau, Republic of Moldova, MD - 2009 (hereinafter called “the Purchaser”), and
- (2) *BASS Systems SRL* activating under the laws of the Republic of Moldova and having its principal place of business at 8 Calea Iesilor Street, MD2069, Chisinau, Republic of Moldova (hereinafter called “the Supplier”).

The following clauses of the CONTRACT AGREEMENT # G-S/33/IDA are hereby amended:

1. Article 1. Para 1.1. Contract Documents will be supplemented with the following provisions:
 - f) Change requests for new modules and services
 - e) Proposal for SAAIS migrations to MCloud
2. Article 2. Wording “*The total price of the contract will be five hundred ninety-six thousand five hundred nine US dollars 50 cents (596,509.50 USD), as specified in the Grand Summary Price Schedule, net of VAT*” will be amended and read as follows “*The total price of the contract will be five hundred eighty-nine thousand one hundred sixty-nine US dollars 30 cents (589,169.30 USD), as specified in the Grand Summary Cost Table, net of VAT.*”
3. Appendix 6. Revised Price Schedules is amended and read as follows:

Grand Summary Cost table

	Sub-system/Item	[MDL] Price	[USD] Price	[insert: Foreign Currency B] Price	[insert: Foreign Currency C] Price
0.	Final Project Plan		10,315.53		

	Sub-system/Item	[MDL] Price	[USD] Price	[insert: Foreign Currency B] Price	[insert: Foreign Currency C] Price
1.	Custom Software including development and implementation of new modules and functionalities in Pilot sites, full production at each Pilot sites, optimization of the SAAIS, development of acceptance system, tests, and documentation		338,205.00		
2.	SAAIS Implementation and full production in all project sites, including the required data entry and migration		11,766.00		
3.	Training		101,192.10		
4.	Extending of warranty services for the entire System since August 2018 and Support in programming changes in SAAIS		88,666.67		
5	Maintenance fee¹		0.00		
6	Migration of SAAIS to MCloud		39,024.00		
	Grand Totals (to Bid Submission Form)		589,169.30		

¹ Warrantee period 36 Months from operational acceptance.

Supply and Installation Cost Summary Table

		Supply & Installation Prices				
Sub-system/Item			Locally supplied items	Items supplied from outside the Purchaser's Country		
Line Item No.		Supply and Installation Cost Sub-Table No.	[USD] Price	[insert: Local Currency] Price	[USD] Price	[insert: Foreign Currency B] Price [insert: Foreign Currency C] Price
0	Final Project Plan		10,315.53			
1	Custom Software including development and implementation of new modules and functionalities in Pilot sites, full production at each Pilot sites, optimization of the SAAIS, development of acceptance system, tests, and documentation.		338,205.00			
1.1.	Customer Requirements Collection / Analysis		45,600.00			
1.1	Social inspection:		10,800.00			
1.1.3	Inspection of the distribution of the treatment and recovery vouchers		3,600.00			
1.1.4	Inspection of the social assistance and aid for cold season applications and analytical sub-module		3,600.00			
1.1.5	Sub module for petitions inspection		3,600.00			
1.2	NCDDWC:		4,800.00			
1.2.1	e-sanatate and SAAIS systems		1,200.00			



	interconnection								
1.2.2	Random distribution of the beneficiary's files to the medical council					1,200.00			
1.2.3	NCDDWC professional medical advice development					1,200.00			
1.2.4	Changes in the business process – adding granting/extending the medical leave by NCDDWC					1,200.00			
1.3.	Social benefits:					2,400.00			
1.3.1	Changes in the business process flow at social aid application submission with the social assistant's office and risk analysis criteria check implementation					1,200.00			
1.3.2	Changes in the business process flow for social assistance and aid for cold season application via telephone					1,200.00			
1.4	Social services:					10,800.00			
1.4.1	Case Management within specialized and high specialization services					3,600.00			
1.4.3	Changes in the interphases and in the business process flows for generating "Annual statistical report N0 103 "Children without parental care"					3,600.00			
1.4.4.	New module case management of children in risk					3,600.00			
1.5	Petitions and appeals					4,800.00			
1.6	E-Learning module					3,600.00			
1.7	Beneficiary's personal sheet					3,600.00			
1.8	Telephone call answering system					3,600.00			
1.9	Digital signing of the SAALS documents					1,200.00			

1.2	Development and implementation of new modules and functionalities in Pilot sites, full production at each Pilot sites, optimization of the SAAIS, development of acceptance system, tests, and documentation.		273,054.00				
1.2.1	Social inspection:		62,244.00				
1.2.1.3	Inspection of the distribution of the treatment and recovery vouchers		20,748.00				
1.2.1.4	Inspection of the social assistance and aid for cold season applications and analytical sub-module		20,748.00				
1.2.1.5	Sub module for petitions inspection		20,748.00				
1.2.2	NCDDWC:		34,580.00				
1.2.2.1	e-sanatate and SAAIS systems interconnection		6,916.00				
1.2.2.2	Random distribution of the beneficiary's files to the medical council		6,916.00				
1.2.2.3	NCDDWC professional medical advice development		6,916.00				
1.2.2.4	Changes in the business process – adding granting/extending the medical leave by NCDDWC		6,916.00				
1.2.2.5	NCDDWC – changes in all work flows		6,916.00				
1.2.3	Social benefits:		13,832.00				
1.2.3.1	Changes in the business process flow at social aid application submission with the social assistant's office and risk analysis criteria check implementation		6,916.00				
1.2.3.2	Changes in the business process flow for social assistance and aid for cold season application via telephone		6,916.00				
1.2.4	Social services:		62,244.00				

1.2.4.1	Case Management within specialized and high specialization services				20,748.00			
1.2.4.3	Changes in the interphases and in the business process flows for generating “Annual statistical report N0 103 “Children without parental care”				20,748.00			
1.2.4.4	New module case management of children in risk				20,748.00			
1.2.5	Petitions and appeals				27,664.00			
1.2.6	E-Learning module				20,748.00			
1.2.7	Beneficiary’s personal sheet				20,748.00			
1.2.8	Telephone call answering system				20,748.00			
1.2.9	Digital signing of the SAAIS documents				6,916.00			
1.2.10	New web service NAE to MLSPF				3,600.00			
1.3.	Project Management for Analysis of requirements and development of new functionalities				19,551.00			
2.	SAAIS Implementation and full production in all project sites, including the required data entry and migration				11,766.30			
2.1	Social inspection:				2,070.00			
2.1.3	Inspection of the distribution of the treatment and recovery vouchers				690.00			
2.1.4	Inspection of the social assistance and aid for cold season applications and analytical sub-module				690.00			
2.1.5	Sub module for petitions inspection				690.00			
2.2	NCDDWC:				920.00			
2.2.1	e-sanatate and SAAIS systems interconnection				230.00			

2.2.2	Random distribution of the beneficiary's files to the medical council					230.00			
2.2.3	NCDDWC professional medical advice development					230.00			
2.2.5	NCDDWC – changes in all work flows					230.00			
2.3	Social benefits:					460.00			
2.3.1	Changes in the business process flow at social aid application submission with the social assistant's office and risk analysis criteria check implementation					230.00			
2.3.2	Changes in the business process flow for social assistance and aid for cold season application via telephone					230.00			
2.4	Social services:					2,070.00			
2.4.1	Case Management within specialized and high specialization services					690.00			
2.4.3	Changes in the interphases and in the business process flows for generating "Annual statistical report N0 103 "Children without parental care"					690.00	--	--	--
2.4.4	New module case management of children in risk					690.00			
2.5	Petitions and appeals					2,466.00			
2.6	E-Learning module					690.00			
2.7	Beneficiary's personal sheet					690.00			
2.8	Telephone call answering system					690.00			
2.9	Digital signing of the SAAIS documents					230.00			
2.10	New web service NAE to MLSPF					690.00			
2.11	Project Management activities for SAAIS implementation					790.30			
3	Training					101,192.10			

3.1	Training of trainers (Ministry, SADS, NCASSP, NCDDWC and Social Inspectorate) in Social Benefits, Social Services Module, Petitions and Appeals Module, E-Learning Module and Beneficiary's Personal Sheet Module, digital signing of SAAIS documents (120 persons)						59,722.70				
3.2	Training of NCDDCW (35 persons)						25,700.20				
3.3	Training of 25 social inspectors						8,146.30				
3.4	Training of trainers (MLSPP) in Telephone call answering system (10 persons)										
3.5	Project management for training						6,622.90				
4.	Extending of warranty services for the entire System since August 2018 and Support in programming changes in SAAIS						88,666.67				
5.	Maintenance fee						0.00				
6.	Migration of SAAIS to MCloud						39,024.00				
6.1	Requirement analysis						3,600.00				
6.2	Professional services for SAAIS Migration						13,680.00				
6.3	Develop new interfaces as per Mcloud requirements						10,336.00				
6.4	Implementation Services						6,080.00				
6.5	Training services						3,600.00				
6.6	Project management for migration						1,728.00				
TOTAL (To Grand Summary Table)							589,169.60				

4. **Technical Requirements** will be supplemented with the following para:

Requirements for migration services

Object of procurement

To fulfill the entire range of works for the transfer of SAAIS to the MCloud platform of the Electronic Governance Center (*hereinafter – EGC*) and for the integration of governmental services MConect and MPass (*hereinafter - migration*).

To adjust the SAAIS and the MLSPF's technological infrastructure so that it can be used as a testing (or back-up) center for the MLSPF, with the monthly recovery (and testing) of the back-up copies of the current versions of SAAIS components.

Description of the task

The Provider will conduct a full analysis of the process required for fulfilling the object of procurement and will identify the best solution from the perspective of functionality and costs.

To fulfill the task, the Provider, with support of the Beneficiary, will negotiate with the EGC representatives all the technical aspects that are required to fulfill the task. The Provider will represent and defend the Beneficiary's rights and interests in the relations with the EGC or other stakeholders to implement the best solution in terms of costs (migration, maintenance, further development, security) and of performance and reliability of the selected solution.

The Provider will ensure the migration of all servers required for the whole range of works within the system's life cycle (development, testing, production, etc.).

The migration and reconfiguration, adaptation or adjustment of any other functional components (servers, services, specific software, functions) will be performed using the available tools and services or the tools and services provided by the EGC (e.g. NGINX, Back-up Service, Firewall, etc.).

For migration, the existing back-up copies will be included, both for the application and the DBMS and for other components (application, CA, Redis, Jenkins), as well as the system logs, DBMS, OS, etc.

The migration will be conducted as soon as possible and the maximum acceptable stopping term will be met – 3 working hours per day.

The migration will be conducted with the use of the latest versions of components so that data is not lost.

The migration process will be tested by the beneficiary before the final shift to the MCloud environment and the complete rejection of the current version (which operates on the infrastructure of the MLSPF's Data Center).

Each new element will be configured and tested to ensure the secure and optimal functioning from the performance perspective.

Upon the integration with MConect (ESB performed on the basis of WSO2), the protocols (methodologies) for the ReST-based data exchange will be changed into SOAP web-services. To this end, the Provider will ensure the interaction with institutions for the interaction with which ReST is used (Post Office of Moldova and the National Social Insurance Company). If necessary, the Provider will mediate the Beneficiary and will represent its interests in the relations with the concerned institutions in the data exchange to ensure the complete integration.



Other necessary works

The Provider will describe the requirements to the EGC to ensure the environment and necessary resources for all the processes required for the system to function, taking into account the increase of data volume and the growth in the needs of resources. In line with the EGC requirements, all data required for migration will be indicated and documented (shares, requirements for the migration process, firewall requirements, etc.).

The Provider will carry out the automated configuration so that back-up copies are produced as follows:

- DBMS Oracle (data, logs, etc.) full monthly copies for the last 3 years, full weekly copies for the last 15 weeks and differential copies for the last 15 days;
- The logs for all operating systems for all the servers (including the testing ones) for 12 months;
- A complete copy of the server with DBMS Oracle;
- The application – the last 12 releases;
- Redis, Jenkins, CA, etc. – a complete copy, including the virtual server.

The participation shares will take into account and will be divided so as to reflect the need to separately keep back-up copies on the specialized EGC environment.

Specific requirements

Within the offer, the Provider will present:

- The SCD scheme² and the block diagram³ of the system before and after migration (will also include the MLSPF's Data Center);
- The plan and schedule of project implementation;
- The necessary resources in hours and the rates for each resource;
- The requirements to the Beneficiary and to other stakeholders.

The Provider will update all the existing technical documentation based on the introduced changes. If necessary, new documents, guides or instructions will be developed to ensure the maintenance and administration of the SAAIS.

The Provider will ensure the whole range of works required for launching the production of the SAAIS and of all its components. The Provider will produce a brief guide and will provide the necessary support to the Beneficiary's administrator and to the end users with a view to ensure the integration of new security certificates or to make any other changes on the side of the Beneficiary and of the system users that are required for the operation of SAAIS.

Special provisions

All existing or new elements and components, as well as configurations or any elements required for the functioning will be part of the basic maintenance contract and the included term will be met without additional costs for the Beneficiary.

² https://en.wikipedia.org/wiki/System_context_diagram

³ https://en.wikipedia.org/wiki/Block_diagram

Any other works that will derive from the migration related to the SAAIS and its elements will be included in the offer and will not imply additional costs throughout the fulfillment of the works.

All configurations or specific work parameters, as well as the specific technical data (e.g. DNS, IP, ports, protocols, authentication data, etc.) will be documented both electronically and on hard copy and will be presented to the Beneficiary.

The completion of works will be certified with the signatures of the Provider, Beneficiary and EGC.

The deadline for the completion of works is June 30, 2017.

General plan for migration

1. Preparation for migration

- 1.1. Analyzing the current situation on the MLSPF's side (all system components).
- 1.2. Describing the system, current state – architecture, communications, OS versions, additional packages installed, etc.
- 1.3. List and description of specific configurations (e.g.: IP, Ports, Root rules, etc).
- 1.4. List of internal integrations, at protocol or API level.
- 1.5. List of hosts that will be migrated detailing the necessary resources for each.
- 1.6. Requirements in terms of resources, separated for production, test and development.
- 1.7. Requirements in terms of resources for Back-up:
 - 1.7.1. Necessary resources (TB).
 - 1.7.2. What will be copied (virtual machines, data from virtual machines, logs, etc.).
 - 1.7.3. Copying schedule and term of storage.
 - 1.7.4. What agents are necessary (e.g.: for Oracle).
- 1.8. External access IPs – will be submitted by the MLSPF through official letter to the EGC.
- 1.9. Signing the additional agreement on the award of additional shares – **all shares divided by categories must be indicated (in line with item 1.5, 1.6 and 1.7) as well as the need to include the Back-up Service as a service.**
- 1.10. Official exclusion (elimination) of the existing system on MCloud (is a system hosted on the ministry's behalf, but it is not clear who it belongs to).
- 1.11. Informing the stakeholders (data is exchanged with).
- 1.12. Adjusting the contracts with data suppliers/beneficiaries (National Social Insurance Company, Employment Agency, Border Police, State Information Resource Center "Registru", Post Office of Moldova) – inclusion of the new IP for access and storage of the oldest one for the migration and testing period.
- 1.13. Developing the detailed migration plan, with described activities and deadlines to monitor the process and ensure the quality.
- 1.14. Developing the plan B, which will imply considering all the pessimistic scenarios and will include the actions required for returning to the initial condition.

2. Migration

- 2.1. Receiving access to the resource.
- 2.2. Requesting server templates.
- 2.3. Supplying virtual machines.



- 2.4. Informing the stakeholders about the launch of the process (including data suppliers).
- 2.5. Developing a testing plan.
- 2.6. Installing the servers.
- 2.7. Dividing internal environments and sub-networks.
- 2.8. Migrating and configuring the servers.
- 2.9. Migrating the SGBD.
- 2.10. Configuring the NGINX and Firewall.
- 2.11. Reconfiguring the application and other components.
- 2.12. Ensuring the rooting of packages (there will be only one external IP).
- 2.13. Integrating the MPass and MConect services.
- 2.14. Testing external connections.
- 2.15. Modifying the existing web services to use the MConect.
- 2.16. Modifying the web services ReST in SOAP.
- 2.17. Integrating the modified web services with MConect.
- 2.18. Re-testing the external connections.
- 2.19. Configuring and integrating the Back-up (in line with the ToR requirements).

3. Testing

- 3.1. Individually testing servers and components.
- 3.2. Testing services (e.g.: back-up).
- 3.3. Migrating actual DB.
- 3.4. Testing on a sample of 4-5 social workers.
- 3.5. Complex testing for all modules and types of processes on 4-5 social workers.
- 3.6. Documenting the new architecture (including the back-up and maintenance process).
- 3.7. Documenting changes.
- 3.8. Updating and adjusting the system's technical documentation.
- 3.9. Developing the new administration and access guide.
- 3.10. Parallel testing (both instances are available).
- 3.11. Testing the new technical documentation (items 3.5-3.8) adjusting the documentation.
- 3.12. Full migration of the last version of the DB, testing the connection and switching off the version from the MLSPF's Data Center.
- 3.13. Re-designing the MLSPF's Data Center to use it for testing by the Ministry by restoring the weekly back-up copies.
- 3.14. Testing the functioning of all environments (testing, development, production, testing from the MLSPF);
- 3.15. Training the MLSPF representatives in charge for administration.
- 3.16. Forming the lists of equipment excluded from use, making suggestions for repeated use.
- 3.17. Signing the final act on acceptance of works.

4. Post-migration

- 4.1. Informing the data suppliers about the shift to the new infrastructure and requesting the exclusion of the old IP addresses from the access lists.
- 4.2. Monitoring the operation of the system, analyzing the logs.
- 4.3. Monitoring and interrogating the end users.

5. Para. Implementation Schedule Table, will be amended and read as follows:

Implementation Schedule Table

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Supplier to specify in the Preliminary Project Plan)	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
0	Inception				--	W1	No
1	Finalize Project Plan				W3	W3	No
2	Functional Requirements Finalization and Conceptual Design				W4	W53	No
3	Development of final Business Processes				W5	W53	Yes
4	Design of new functionalities						No
4.1	Social inspection				W39	W46	
4.2	NCDDWC				W7	W45	
4.3	Social benefits				W37	W50	
4.4	Social services				W46	W49	
4.5	Petitions and appeals				W13	W14	
4.6	E-Learning module				W15	W16	
4.7	Beneficiary's personal sheet				W46	W49	
4.8	Telephone call answering system				W45	W49	
4.9	Digital signing of the SAAS documents				W21	W21	
5	Development of new functionalities						Yes
5.1	Social inspection				W40	W48	Yes
5.2	NCDDWC				W10	W43	Yes
5.3	Social benefits				W39	W48	Yes
5.4	Social services				W42	W48	Yes
5.5	Petitions and appeals				W22	W25	Yes
5.6	E-Learning module				W26	W38	Yes
5.7	Beneficiary's personal sheet				W42	W46	Yes
5.8	Telephone call answering system				W42	W46	Yes

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Supplier to specify in the Preliminary Project Plan)	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
5.9	Digital signing of the SAAIS documents				W31	W31	Yes
6	Acceptance Testing Plan (for each module):						No
6.1	Social inspection				W52	W52	
6.2	NCDDWC				W52	W52	
6.3	Social benefits				W52	W52	
6.4	Social services				W52	W52	
6.5	Petitions and appeals				W25	W25	
6.6	E-Learning module				W30	W38	
6.7	Beneficiary's personal sheet				W52	W52	
6.8	Telephone call answering system				W52	W52	
6.9	Digital signing of the SAAIS documents				W37	W37	
7	Program and System Testing						No
7.1	Social inspection				W49	W49	
7.2	NCDDWC				W45	W46	
7.3	Social benefits				W49	W49	
7.4	Social services				W49	W49	
7.5	Petitions and appeals				W24	W26	
7.6	E-Learning module				W29	W38	
7.7	Beneficiary's personal sheet				W49	W49	
7.8	Telephone call answering system				W49	W49	
7.9	Digital signing of the SAAIS documents				W37	W37	
8	Development of Training Plan						No
8.1	Social inspection				W10	W10	
8.2	NCDDWC				W14	W14	

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Supplier to specify in the Preliminary Project Plan)	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
8.3	Beneficiary's personal sheet, Social benefits, Social services, Petitions and appeals, E-Learning module				W33	W33	
8.4	Telephone call answering system				W37	W37	
8.5	Digital signing of the SA AIS documents				W37	W37	
9	Implementation Strategy Development						No
9.1	Social inspection				W10	W10	
9.2	NCDDWC				W14	W14	
9.3	Social benefits				W19	W19	
9.4	Social services				W22	W22	
9.5	Petitions and appeals				W26	W26	
9.6	E-Learning module				W31	W31	
9.7	Beneficiary's personal sheet				W33	W33	
9.8	Telephone call answering system				W37	W37	
9.9	Digital signing of the SA AIS documents				W37	W37	
10	Extension of System Support Technology and Maintenance Procedure for new modules/ submodules						No
10.1	Social inspection				W10	W10	
10.2	NCDDWC				W14	W14	
10.3	Social benefits				W19	W19	
10.4	Social services				W22	W22	
10.5	Petitions and appeals				W26	W26	
10.6	E-Learning module				W31	W31	

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Supplier to specify in the Preliminary Project Plan)	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
10.7	Beneficiary's personal sheet				W33	W33	
10.8	Telephone call answering system				W37	W37	
10.9	Digital signing of the SA AIS documents				W37	W37	
11	Provisional Technical and User Documentation						No
11.1	Social inspection				W50	W50	
11.2	NCDDWC				W46	W46	
11.3	Social benefits				W50	W50	
11.4	Social services				W50	W50	
11.5	Petitions and appeals				W50	W50	
11.6	E-Learning module				W31	W32	
11.7	Beneficiary's personal sheet				W50	W50	
11.8	Telephone call answering system				W50	W50	
11.9	Digital signing of the SA AIS documents				W37	W37	
12	Data entry and migration for Pilot Sites		To be Determined				Yes
12.1	Social inspection				W50	W50	Yes
12.2	NCDDWC				W50	W50	Yes
12.3	Social benefits				W50	W50	Yes
12.4	Social services				W50	W50	Yes
12.5	Petitions and appeals				W50	W50	Yes
12.6	E-Learning module				W50	W50	Yes
12.7	Beneficiary's personal sheet				W50	W50	Yes
12.8	Telephone call answering system				W50	W50	Yes
12.9	Digital signing of the SA AIS documents				W37	W37	Yes

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Supplier to specify in the Preliminary Project Plan)	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
13	Training		To be Determined				No
13.1	Social inspection				W49	W49	
13.2	NCDDWC				W46	W46	
13.3	Beneficiary's personal sheet, Social benefits, Social services, Petitions and appeals, E-Learning module				W49	W49	
13.4	Telephone call answering system				W49	W49	
13.5	Digital signing of the SA AIS documents				W49	W49	
14	Implementation of new functionalities of SA AIS in Pilot Sites		To be Determined				Yes
14.1	Social inspection				W50	W50	Yes
14.2	NCDDWC				W50	W50	Yes
14.3	Social benefits				W50	W50	Yes
14.4	Social services				W50	W50	Yes
14.5	Petitions and appeals				W50	W50	Yes
14.6	E-Learning module				W50	W50	Yes
14.7	Beneficiary's personal sheet				W50	W50	Yes
14.8	Telephone call answering system				W50	W50	Yes
14.9	Digital signing of the SA AIS documents				W37	W37	Yes
15	Modification of Pilot System and Re-testing						No
15.1	Social inspection				W50	W50	
15.2	NCDDWC				W50	W50	
15.3	Social benefits				W50	W50	
15.4	Social services				W50	W50	

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Supplier to specify in the Preliminary Project Plan)	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
15.5	Petitions and appeals				W50	W50	
15.6	E-Learning module				W34	W39	
15.7	Beneficiary's personal sheet				W50	W50	
15.8	Telephone call answering system				W50	W50	
15.9	Digital signing of the SAAIS documents				W37	W38	
16	Full Production at each Pilot Systems						Yes
16.1	Social inspection				W52	W52	Yes
16.2	NCDDWC				W52	W52	Yes
16.3	Social benefits				W52	W52	Yes
16.4	Social services				W52	W52	Yes
16.5	Petitions and appeals				W52	W52	Yes
16.6	E-Learning module				W52	W52	Yes
16.7	Beneficiary's personal sheet				W52	W52	Yes
16.8	Telephone call answering system				W52	W52	Yes
16.9	Digital signing of the SAAIS documents				W38	W38	Yes
17	Training						No
17.1	Social inspection				W52	W52	Yes
17.2	NCDDWC				W52	W52	Yes
17.3	Beneficiary's personal sheet, Social benefits, Social services, Petitions and appeals, E-Learning module				W52	W52	Yes
17.4	Telephone call answering system				W52	W52	Yes
17.5	Digital signing of the SAAIS documents				W38	W38	Yes
18	Implementation of new modules of SAAIS in all Project Sites						Yes

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Supplier to specify in the Preliminary Project Plan)	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
18.1	Social inspection				W52	W52	Yes
18.2	NCDDWC				W52	W52	Yes
18.3	Social benefits				W52	W52	
18.4	Social services				W52	W52	Yes
18.5	Petitions and appeals				W40	W40	Yes
18.6	E-Learning module				W40	W40	Yes
18.7	Beneficiary's personal sheet				W40	W40	Yes
18.8	Telephone call answering system				W43	W43	Yes
18.9	Digital signing of the SAAS documents				W38	W38	Yes
19	Full Production at each Project Site						No
19.1	Social inspection				W52	W52	
19.2	NCDDWC				W52	W52	
19.3	Social benefits				W52	W53	
19.4	Social services				W52	W52	
19.5	Petitions and appeals				W52	W52	
19.6	E-Learning module				W52	W52	
19.7	Beneficiary's personal sheet				W52	W52	
19.8	Telephone call answering system				W52	W52	
19.9	Digital signing of the SAAS documents				W39	W39	
920	Final Technical and User Documentation						No
20.1	Social inspection				W52	W52	
20.2	NCDDWC				W52	W52	
20.3	Social benefits				W52	W52	
20.4	Social services				W52	W52	
20.5	Petitions and appeals				W52	W52	

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Supplier to specify in the Preliminary Project Plan)	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
20.6	E-Learning module				W52	W52	
20.7	Beneficiary's personal sheet				W52	W39	
20.8	Telephone call answering system				W52	W52	
20.9	Digital signing of the SA AIS documents				W52	W52	
21	Full Integration and Completion of new functionalities						Yes
21.1	Social inspection				W52	W52	Yes
21.2	NCDDWC				W52	W52	Yes
21.3	Social benefits				W52	W52	Yes
21.4	Social services				W52	W52	Yes
21.5	Petitions and appeals				W52	W52	Yes
21.6	E-Learning module				W52	W52	Yes
21.7	Beneficiary's personal sheet				W52	W52	Yes
21.8	Telephone call answering system				W52	W52	Yes
21.9	Digital signing of the SA AIS documents				W52	W52	Yes
22	Change Requests						
22.1	New flows for NCDDWC				W37	W44	Yes
22.2	Implementation & Integration of NCDDWC new flow				W44	W48	Yes
22.3	Changes in web service MMPSF2ANOFM				W49	W51	Yes
22.4	Implementation of integration MMPSF2ANOFM				W50	W51	Yes
23	Consulting / Professional Services for SIAAS migration to Mcloud						
23.1	Requirements Analysis				W47	W48	

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Supplier to specify in the Preliminary Project Plan)	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
23.2	Professional services for SIAAS migration to MCloud				W49	W51	
23.4	Develop new integration interfaces as per MCloud requirements				W48	W52	
23.5	Implementation services				W52	W52	
23.6	Training services				W52	W52	
23.7	Project Management						
24	Warranty					W201	No

All other terms and conditions of the Contract remain unchanged.

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, Ministry of Labor, Social Protection and Family of the Republic of Moldova

Signed:

by **Mrs Stela GRIGORAS**

in the capacity of *Minister of Labor, Social protection and Family of the Republic of Moldova*

in the presence of

Mrs Viorica DUMBRAVEANU

in the capacity of *Deputy Minister of Labor, Social Protection and Family of the Republic of Moldova*

For and on behalf of the Supplier, BASS Systems SRL

Signed:

Mr. Onisim POPESCU

in the capacity of *General Director of BASS Systems SRL*

AMENDMENT NO.1
TO THE CONTRACT AGREEMENT # G-S/33/IDA

THIS AMENDMENT TO THE CONTRACT AGREEMENT # G-S/33/IDA is made on
the 21st day of April, 2017.

BETWEEN

- (1) *the Ministry of Labor, Social Protection and Family of the Republic of Moldova*,
and having its principal place of business at Vasile Alecsandri str. No. 1, Chisinau,
Republic of Moldova, MD - 2009 (hereinafter called "the Purchaser"), and
- (2) *BASS Systems SRL* activating under the laws of the Republic of Moldova and having
its principal place of business at 8 Calea Iesilor Street, MD2069, Chisinau, Republic
of Moldova (hereinafter called "the Supplier").

The following clauses of the CONTRACT AGREEMENT # G-S/33/IDA are hereby amended:

1. Technical Requirements

1) Para. *Implementation Schedule Table*.

Some lines will be amended and read as follows:

Implementation Schedule Table

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Supplier to specify in the Preliminary Project Plan)	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
2	Functional Requirements Finalization and Conceptual Design				W4	W47	No
3	Development of final Business Processes				W5	W47	Yes
4	Design of new functionalities						No
4.4	Social services				W45	W47	

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Supplier to specify in the Preliminary Project Plan)	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
5	Development of new functionalities						Yes
5.1	Social inspection				W40	W47	Yes
5.3	Social benefits				W39	W47	Yes
6	Acceptance Testing Plan (for each module):						No
6.1	Social inspection				W47	W47	
6.2	NCDDWC				W47	W47	
6.3	Social benefits				W47	W47	
6.4	Social services				W47	W47	
7	Program and System Testing						No
7.1	Social inspection				W47	W47	
7.2	NCDDWC				W47	W47	
7.4	Social services				W47	W47	
12	Data entry and migration for Pilot Sites		To be Determined				Yes
12.1	Social inspection				W47	W47	Yes
12.2	NCDDWC				W47	W47	Yes

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Supplier to specify in the Preliminary Project Plan)	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
12.3	Social benefits				W47	W47	Yes
12.4	Social services				W47	W47	Yes
13	Training		To be Determined				No
13.1	Social inspection				W47	W47	
13.2	NCDDWC				W47	W47	
13.3	Beneficiary's personal sheet, Social benefits, Social services, Petitions and appeals, E-Learning module				W47	W47	
13.4	Telephone call answering system				W47	W47	
14	Implementation of new functionalities of SAAIS in Pilot Sites		To be Determined				Yes
14.1	Social inspection				W47	W47	Yes
14.2	NCDDWC				W47	W47	Yes
14.3	Social benefits				W47	W47	Yes

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Supplier to specify in the Preliminary Project Plan)	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
14.4	Social services				W47	W47	Yes
15	Modification of Pilot System and Re-testing						No
15.1	Social inspection				W47	W47	
15.2	NCDDWC				W47	W47	
15.3	Social benefits				W47	W47	
15.4	Social services				W47	W47	
16	Full Production at each Pilot Systems						Yes
16.1	Social inspection				W47	W47	Yes
16.2	NCDDWC				W47	W47	Yes
16.3	Social benefits				W47	W47	Yes
16.4	Social services				W47	W47	Yes
16.5	Petitions and appeals				W47	W47	Yes
16.6	E-Learning module				W47	W47	Yes
16.7	Beneficiary's personal sheet				W47	W47	Yes

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Supplier to specify in the Preliminary Project Plan)	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
16.8	Telephone call answering system				W47	W47	Yes
17	Training						No
17.1	Social inspection				W47	W47	Yes
17.2	NCDDWC				W47	W47	Yes
17.3	Beneficiary's personal sheet, Social benefits, Social services, Petitions and appeals, E-Learning module				W47	W47	Yes
17.4	Telephone call answering system				W47	W47	Yes
18	Implementation of new modules of SAAIS in all Project Sites						Yes
18.1	Social inspection				W47	W47	Yes
18.2	NCDDWC				W47	W47	Yes
18.3	Social benefits				W47	W47	
18.4	Social services				W47	W47	Yes

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Supplier to specify in the Preliminary Project Plan)	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
19	Full Production at each Project Site						No
19.1	Social inspection				W47	W47	
19.2	NCDDWC				W47	W47	
19.3	Social benefits				W47	W47	
19.4	Social services				W47	W47	
19.5	Petitions and appeals				W47	W47	
19.6	E-Learning module				W47	W47	
19.7	Beneficiary's personal sheet				W47	W47	
19.8	Telephone call answering system				W47	W47	
920	Final Technical and User Documentation						No
20.1	Social inspection				W47	W47	
20.2	NCDDWC				W47	W47	
20.3	Social benefits				W47	W47	

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Supplier to specify in the Preliminary Project Plan)	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
20.4	Social services				W47	W47	
20.5	Petitions and appeals				W47	W47	
20.6	E-Learning module				W47	W47	
20.8	Telephone call answering system				W47	W47	
20.9	Digital signing of the SAAIS documents				W47	W47	
21	Full Integration and Completion of new functionalities						Yes
21.1	Social inspection				W47	W47	Yes
21.2	NCDDWC				W47	W47	Yes
21.3	Social benefits				W47	W47	Yes
21.4	Social services				W47	W47	Yes
21.5	Petitions and appeals				W47	W47	Yes
21.6	E-Learning module				W47	W47	Yes
21.7	Beneficiary's personal sheet				W47	W47	Yes

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Supplier to specify in the Preliminary Project Plan)	Completion (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
21.8	Telephone call answering system				W47	W47	Yes
21.9	Digital signing of the SAAIS documents				W47	W47	Yes
22	Warranty					W201	No

All other terms and conditions of the Contract remain unchanged.

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, Ministry of Labor, Social Protection and Family of the Republic of Moldova

Signed:

by **Mrs Stela GRIGORAS**

in the capacity of *Minister of Labor, Social protection and Family of the Republic of Moldova*

in the presence of

Mrs Viorica DUMBRAVEANU

in the capacity of *Deputy Minister of Labor, Social Protection and Family of the Republic of Moldova*

For and on behalf of the Supplier, BASS Systems SRL

Signed:

Mr. Onisim POPESCU

in the capacity of *General Director of BASS Systems SRL*

Contract Agreement

Functional extension of Social Assistance Automated Information System in the Republic of Moldova (phase II)

IFB No: G-S/33/IDA

Project: Strengthening the Effectiveness of the Social Safety Net

Purchaser: Ministry of Labor, Social Protection and Family

Contract Agreement # G-S/33/IDA

THIS CONTRACT AGREEMENT is made

the 12 day of May, 2016.

BETWEEN

- (1) ***the Ministry of Labor, Social Protection and Family*** of the Government of ***the Republic of Moldova***, and having its principal place of business at Vasile Alecsandri str. No. 1, MD 2009, Chisinau, Republic of Moldova, (hereinafter called "the Purchaser"), and
- (2) ***BASS Systems SRL*** activating under the laws of the Republic of Moldova and having its principal place of business at 8 Calea Iesilor Street, MD2069, Chisinau, Republic of Moldova (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 "**Functional extension of Social Assistance Automated Information System (phase II)**" ("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))

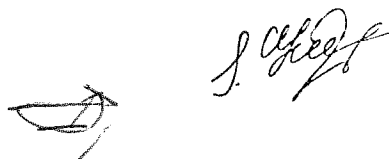
Contract Documents

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

- (a) This Contract Agreement and the Appendices attached to the Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Technical Requirements (including Implementation Schedule)
- (e) The Supplier's bid and original Price Schedules

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1 above.

A handwritten signature in dark ink is written over a circular official stamp. The signature appears to be 'J. Alecu'. The stamp is partially obscured by the signature.

1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2.

**Contract Price
and Terms of
Payment**

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

The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The total price of the contract will be **five hundred ninety-six thousand five hundred nine US dollars 50 cents (596,509.50 USD)**, as specified in the Grand Summary Price Schedule, net of VAT.

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified.

Article 3.

**Effective Date
for
Determining
Time for
Operational
Acceptance**

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

The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;
- (b) The Supplier has submitted to the Purchaser the performance security, in accordance with GCC Clause 13.3;

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

Article 4.

Appendixes

- 4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

- 4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.



APPENDIXES

- Appendix 1. Supplier's Representative
- Appendix 2. Adjudicator
- Appendix 3. List of Approved Subcontractors
- Appendix 4. Categories of Software
- Appendix 5. Custom Materials
- Appendix 6. Revised Price Schedules
- Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser

Signed:

by **Mrs Stela GRIGORAS**

in the capacity of **Minister of Labor, Social protection and Family of the Republic of Moldova**

in the presence of

Mrs Viorica DUMBRAVEANU

in the capacity of **Deputy Minister of Labor, Social Protection and Family of the Republic of Moldova**

For and on behalf of the Supplier

Signed:

Mr. Onisim POPESCU

in the capacity of **General Director of BASS Systems SRL**

Appendix 1. Supplier's Representative

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

Name: Mr. Serghei Zamsa

Title: Chief Technology Officer, BASS Systems SRL

In accordance with GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative:

BASS Systems SRL, 8 Calea Iesilor Street, MD-2069, Chisinau, Republic of Moldova

Mobile Phone: +37369195858

Telephone: +37322123172

Fascimile: +37322837961

Email: serghei.zamsa@bass.md

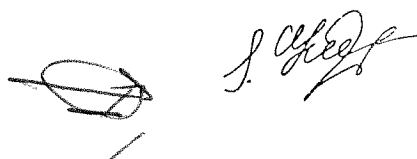
Fallback address of the Supplier:

Mr. Onisim Popescu, Director General

BASS Systems SRL, 8 Calea Iesilor Street, MD-2069, Chisinau, Republic of Moldova

Telephone: +37322837960

Email: onisim.popescu@bass.md

Handwritten signature and a circular stamp.

Appendix 2. Adjudicator

In accordance with GCC Clause 1.1 (b) (vi), the agreed-upon Adjudicator is:

Name: ***Cristina MARTIN***

Title: ***Ph.D / Partner, ACI Partners Law Office***

Address: ***65, Stefan cel Mare Blvd., of. 806 Chisinau, Moldova***

Telephone: +373 22 27 93 23

Fax: +373 22 27 93 37

Email: cmartin@aci.md

In accordance with GCC Clause 6.1.3, the agreed-upon fees and reimbursable expenses are:

Fees: ***145 EURO per hour***

Reimbursable Expenses: *all dispute-related telephone, fax, and other communications costs, as well as all costs associated with trips to the site(s), if any.*

Pursuant to GCC Clause 6.1.4, if at the time of Contract signing, agreement has not been reached between the Purchaser and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.



Appendix 3. List of Approved Subcontractors

N/A

A handwritten signature, possibly reading "S. Chet", is located at the bottom center of the page.A handwritten signature, possibly reading "S. Chet", is located at the bottom right of the page.

Appendix 4. Categories of Software

The following table assigns each item of Software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software.

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

Appendix 5. Custom Materials

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

Custom Materials
Project plan
Source code of programmed software
Project documentation




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.

Grand Summary Cost Table

	Sub-system/Item	[MDL / Price	[USD / Price	[insert: Foreign Currency B / Price	[insert: Foreign Currency C / Price
0.	Final Project Plan		10,315.53		
1.	Custom Software including development and implementation of new modules and functionalities in Pilot sites, full production at each Pilot sites, optimization of the SAAIS, development of acceptance system, tests, and documentation		379,014.00		
2.	SAAIS Implementation and full production in all project sites, including the required data entry and migration		12,506.00		
3.	Training		106,007.30		

	Sub-system/Item	[MDL / Price	[USD / Price	[insert: Foreign Currency B / Price	[insert: Foreign Currency C / Price
4.	Extending of warranty services for the entire System since August 2018 and Support in programming changes in SAALS		88,666.67		
5	Maintenance fee ¹		0.00		
	Grand Totals (to Bid Submission Form)		596,509.50		



¹ Warrantee period 36 Months from operational acceptance.

Supply and Installation Cost Summary Table

	Sub-system/Item	Supply and Installation Cost Sub-Table No.	Supply & Installation Prices			
			Locally supplied items	Items supplied from outside the Purchaser's Country		
			[USD] Price	[insert: Local Currency] Price	[insert: Foreign Currency B/ Price	[insert: Foreign Currency C/ Price
0	Final Project Plan		10,315.53			
1	Custom Software including development and implementation of new modules and functionalities in Pilot sites, full production at each Pilot sites, optimization of the SA AIS, development of acceptance system, tests, and documentation.		379,014.00			
1.1.	Customer Requirements Collection / Analysis		52,800.00			
1.1	Social inspection:		18,000.00			
1.1.1	Case Management sub-module		3,600.00			
1.1.2	Service Providers Inspection		3,600.00			
1.1.3	Inspection of the distribution of the treatment and recovery vouchers		3,600.00			
1.1.4	Inspection of the social assistance and aid for cold season applications and analytical sub-module		3,600.00			
1.1.5	Sub module for petitions inspection		3,600.00			

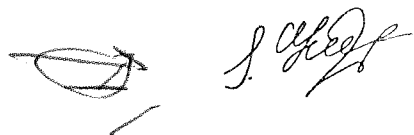
1.2	NCDDWC:								
1.2.1	e-sanatate and SAAIS systems interconnection						4,800.00		
1.2.2	Random distribution of the beneficiary's files to the medical council						1,200.00		
1.2.3	NCDDWC professional medical advice development						1,200.00		
1.2.4	Changes in the business process – adding granting/extending the medical leave by NCDDWC						1,200.00		
1.3.	Social benefits:						2,400.00		
1.3.1	Changes in the business process flow at social aid application submission with the social assistant's office and risk analysis criteria check implementation						1,200.00		
1.3.2	Changes in the business process flow for social assistance and aid for cold season application via telephone						1,200.00		
1.4	Social services:						10,800.00		
1.4.1	Case Management within specialized and high specialization services						3,600.00		
1.4.2	Sub module Collection of performance indicators for service providers & Monitoring and evaluation mechanism						3,600.00		
1.4.3	Changes in the interphases and in the business process flows for generating "Annual statistical report N0 103 "Children without parental care"						3,600.00		
1.5	Petitions and appeals						4,800.00		
1.6	E-Learning module						3,600.00		
1.7	Beneficiary's personal sheet						3,600.00		
1.8	Telephone call answering system						3,600.00		
1.9	Digital signing of the SAAIS documents						1,200.00		

1.2	Development and implementation of new modules and functionalities in Pilot sites, full production at each Pilot sites, optimization of the SA AIS, development of acceptance system, tests, and documentation.		304,304.00				
1.2.1	Social inspection:		103,740.00				
1.2.1.1	Case Management sub-module		20,748.00				
1.2.1.2	Service Providers Inspection		20,748.00				
1.2.1.3	Inspection of the distribution of the treatment and recovery vouchers		20,748.00				
1.2.1.4	Inspection of the social assistance and aid for cold season applications and analytical sub-module		20,748.00				
1.2.1.5	Sub module for petitions inspection		20,748.00				
1.2.2	NCDDWC:		27,664.00				
1.2.2.1	e-sanatate and SA AIS systems interconnection		6,916.00				
1.2.2.2	Random distribution of the beneficiary's files to the medical council		6,916.00				
1.2.2.3	NCDDWC professional medical advice development		6,916.00				
1.2.2.4	Changes in the business process – adding granting/extending the medical leave by NCDDWC		6,916.00				
1.2.3	Social benefits:		13,832.00				
1.2.3.1	Changes in the business process flow at social aid application submission with the social assistant's office and risk analysis criteria check implementation		6,916.00				
1.2.3.2	Changes in the business process flow for social assistance and aid for cold season application via telephone		6,916.00				
1.2.4	Social services:		62,244.00				

1.2.4.1	Case Management within specialized and high specialization services					20,748.00			
1.2.4.2	Sub module Collection of performance indicators for service providers & Monitoring and evaluation mechanism					20,748.00			
1.2.4.3	Changes in the interphases and in the business process flows for generating "Annual statistical report N0 103 "Children without parental care"					20,748.00			
1.2.5	Petitions and appeals					27,664.00			
1.2.6	E-Learning module					20,748.00			
1.2.7	Beneficiary's personal sheet					20,748.00			
1.2.8	Telephone call answering system					20,748.00			
1.2.9	Digital signing of the SA AIS documents					6,916.00			
1.3.	Project Management for Analysis of requirements and development of new functionalities					21,910.00			
2.	SA AIS Implementation and full production in all project sites, including the required data entry and migration					12,506.00			
2.1	Social inspection:					3,450.00			
2.1.1	Case Management sub-module					690.00			
2.1.2	Service Providers Inspection					690.00			
2.1.3	Inspection of the distribution of the treatment and recovery vouchers					690.00			
2.1.4	Inspection of the social assistance and aid for cold season applications and analytical sub-module					690.00			
2.1.5	Sub module for petitions inspection					690.00			
2.2	NCDDWC:					920.00			

2.2.1	e-sanatate and SAAIS systems interconnection					230.00				
2.2.2	Random distribution of the beneficiary's files to the medical council					230.00				
2.2.3	NCDDWC professional medical advice development					230.00				
2.2.4	Changes in the business process – adding granting/extending the medical leave by NCDDWC					230.00				
2.3	Social benefits:					460.00				
2.3.1	Changes in the business process flow at social aid application submission with the social assistant's office and risk analysis criteria check implementation					230.00				
2.3.2	Changes in the business process flow for social assistance and aid for cold season application via telephone					230.00				
2.4	Social services:					2,070.00				
2.4.1	Case Management within specialized and high specialization services					690.00				
2.4.2	Sub module Collection of performance indicators for service providers & Monitoring and evaluation mechanism					690.00				
2.4.3	Changes in the interphases and in the business process flows for generating "Annual statistical report N0 103 "Children without parental care"					690.00		--	--	
2.5	Petitions and appeals					2,466.00				
2.6	E-Learning module					690.00				
2.7	Beneficiary's personal sheet					690.00				
2.8	Telephone call answering system					690.00				
2.9	Digital signing of the SAAIS documents					230.00				
2.10	Project Management activities for SAAIS implementation					840.00				

3	Training					106,007.30			
3.1	Training of trainers (Ministry, SADS, NCASSP, NCDDWC and Social Inspectorate) in Social Benefits, Social Services Module, Petitions and Appeals Module, E-Learning Module and Beneficiary's Personal Sheet Module, digital signing of SAAIS documents (120 persons)					59,722.70			
3.2	Training of NCDDCW (35 persons)					25,700.20			
3.3	Training of 25 social inspectors					13,577.10			
3.4	Training of trainers (MLSPF) in Telephone call answering system (10 persons)								
3.5	Project management for training					7,007.30			
4.	Extending of warranty services for the entire System since August 2018 and Support in programming changes in SAAIS					88,666.67			
TOTAL (To Grand Summary Table)						596,509.50			



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).

Technical requirements are hereby amended as follows:

1. Para.2.7.1 k) is excluded
2. Para.2.9 is supplemented with the following wording:

The module should provide the possibility to register the users' additional information such as:

- General data about the person
- Level of education of the person
- Data about person work and internship
- Data about trainings
- Other data

The system should envisage the possibility of user trainings based on users information. The data on system user would serve as the bases for referring the materials and questionnaires by the system administrator.

The system should allow the developing of the statistical reports on users and users data.

3. The new para 2.15 „Prognosys sub-module”, simulating the number of the beneficiaries and of the amounts calculated for Ajutor Social and Heating Allowance.

The system will allow to simulate changes in calculation parametres (proxy indicators, GMI size, cadastra income, disregards, etc.).

The system will provide a set of reports which will indicate the quantitative and qualitative difference between original and simulated data.

The parameters, which will be changed by the users for the simulation process, as well the analytical reports templates will be described during the business analysis.

Para.14. „Warranty requirements”

The Wording “Period of warranty service for the new modules and functionalities of SAAIS will be 36 months from date of operational acceptance of deliverables under the contract” will be read as follows “Period of warranty service for the new modules and functionalities of SAAIS will be 36 months from date of operational acceptance of deliverables under the contract. From August 28, 2018 and till the completion of the warranty period for the new modules the Supplier will extend the warranty service for the entire SAAIS (including modules/submodules developed under the previous two contrats for SAAIS development and extension)”.

The following sub-para will be added:

14.1. Technical support during the warranty period:



The Supplier, during the period of three (3) years following final (operational) acceptance of the system, must provide Technical Support for SAAIS (new modules), due to changes in the legal system of the Republic of Moldova which will affect the functionality of SAAIS. During the technical support period the Supplier will support the Ministry of Labor, Social Protection and Family (MLSPF) to develop and do unit testing for changes. Only changes in SAAIS in course of adapting the actual functionality of SAAIS to changes in the legal system of the Republic of Moldova are covered in free of charge support plan. Support to build additional functionality is not covered in current support plan, but can be discussed and followed up through the change request procedure.

Liability matrix for legal changes during the warranty period

	Supplier	MLSPF
Change request procedure		X
Analysis		X
Programming	X (as support)	X
Unit Testing	X	X
User Acceptance Testing		X
Go Live		X

Approach to the Technical Support

There are two types of the technical support that Supplier will provide to the MLSPF:

1. Technical consultancy on application design for maintenance activities carried by MLSPF

This type of support presumes responding to MLSPF's technical specialists' requests by email, instant messaging and telephone.

These support activities are focused on knowledge transfer to MLSPF technical staffing areas, related to specific problem resolution context.

This type of support will prevail.

2. Services on software maintenance, which include the following:

- Corrective maintenance - Reactive modification of a software product performed after delivery to correct discovered problems (also covered in warranty)
- Adaptive maintenance- Modification of a software product performed after delivery to keep a software product usable in a changed or changing environment caused by legal changes.

Maintenance Service activities do presume involvement of the Supplier's staff into one or more software development tasks to adapt the SAAIS to the possible changes in legal framework of Republic of Moldova.

Maintenance Service activities will be undertaken only after the Support in the form of Technical Consultancy determines the insufficient level of expertise of MLSPF technical

staff to implement the required changes internally. The activities shall be performed in a manner of workshop for MoLSPF and not repeat on the same subject.

Process of SAAIS Maintenance

MLSPF through the responsible persons will analyze changes and their impact on the system, preparing document for SAAIS changes .

Technical specialists within MLSPF will estimate the effort and apply the necessary changes in the code. All changes to the SAAIS must be agreed with the Supplier and reflected in updated technical documentation.

If source code modification cannot be performed by MLSPF technical specialists, Supplier's specialists together with MLSPF technical specialists will execute such changes, documenting and ensuring knowledge transfer for MLSPF specialists.

Modified application will be tested by authorized personnel within MLSPF and after signing the acceptance will be put into production. Change management process schema is shown in the picture below.

From August 28, 2018 and till the completion of the warranty period for the new modules the Supplier will provide the services (support development and unit testing for those changes to the system related to changes in legal framework) for the entire SAAIS (all the modules/sub-modules developed under the main contract, extension I and II assignments).

Reporting on Maintenance

A monthly report will be delivered to the Ministry of Labor, Social Protection and Family (Purchaser) for acceptance. In case there is no written feedback within two weeks after delivery of the report, the delivered Technical Support is accepted. Feedback must explain the reasons for rejection in detail.

The report will describe the following content:

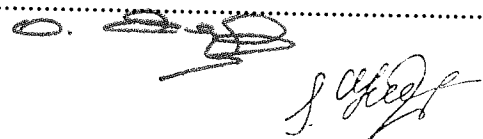
- report period (01. Month, year – end of month year)
- delivered service hours during report period
- activities in catchwords



SECTION I. GENERAL CONDITIONS OF CONTRACT

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APPENDIX TO GENERAL CONDITIONS: Bank's Policy- Corrupt and Fraudulent Practices

General Conditions of Contract

A. CONTRACT AND INTERPRETATION


1. Definitions

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

(a) contract elements

- (i) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.
- (ii) "Contract Documents" means the documents specified in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments to these Documents).
- (iii) "Contract Agreement" means the agreement entered into between the Purchaser and the Supplier using the form of Contract Agreement contained in the Sample Forms Section of the Bidding Documents and any modifications to this form agreed to by the Purchaser and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.
- (iv) "GCC" means the General Conditions of Contract.
- (v) "SCC" means the Special Conditions of Contract.
- (vi) "Technical Requirements" means the Technical Requirements Section of the Bidding Documents.
- (vii) "Implementation Schedule" means the Implementation Schedule Sub-section of the Technical Requirements.
- viii) "Contract Price" means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- (ix) "Procurement Guidelines" refers to the edition **specified in the SCC** of the World Bank Guidelines: Procurement under IBRD Loans and

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IDA Credits.

- (x) “Bidding Documents” refers to the collection of documents issued by the Purchaser to instruct and inform potential suppliers of the processes for bidding, selection of the winning bid, and Contract formation, as well as the contractual conditions governing the relationship between the Purchaser and the Supplier. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the Bidding Documents reflect the Procurement Guidelines that the Purchaser is obligated to follow during procurement and administration of this Contract.
- (b) entities
 - (i) “Purchaser” means the entity purchasing the Information System, as **specified in the SCC**.
 - (ii) “Project Manager” means the person **named as such in the SCC** or otherwise appointed by the Purchaser in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the Purchaser.
 - (iii) “Supplier” means the firm or Joint Venture whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
 - (iv) “Supplier’s Representative” means any person nominated by the Supplier and named as such in the Contract Agreement or otherwise approved by the Purchaser in the manner provided in GCC Clause 18.2 (Supplier’s Representative) to perform the duties delegated by the Supplier.
 - (v) “Subcontractor” means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is subcontracted directly or indirectly by the Supplier.
 - (vi) “Adjudicator” means the person named in Appendix 2 of the Contract Agreement, appointed by agreement between the Purchaser and the Supplier to make a decision on or to settle any dispute between the Purchaser and the Supplier referred to him or her by the parties,

pursuant to GCC Clause 6.1 (Adjudication).

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

(c) scope

- (i) "Information System," also called "the System," means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract.
- (ii) "Subsystem" means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.
- (iii) "Information Technologies" means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.
- (iv) "Goods" means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier's Equipment.
- (v) "Services" means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support.
- (vi) "The Project Plan" means the document to be



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

- (vii) "Software" means that part of the System which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.
- (viii) "System Software" means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., "firmware"), operating systems, communications, system and network management, and utility software.
- (ix) "General-Purpose Software" means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General-Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.
- (x) "Application Software" means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.
- (xi) "Standard Software" means Software identified

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

- (xii) "Custom Software" means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.
- (xiii) "Source Code" means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).
- (xiv) "Materials" means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Purchaser under the Contract.
- (xv) "Standard Materials" means all Materials not specified as Custom Materials.
- (xvi) "Custom Materials" means Materials developed by the Supplier at the Purchaser's expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.
- (xvii) "Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.



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

(d) activities

- (i) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the current edition Incoterms specified in the Contract.
- (ii) “Installation” means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).
- (iii) “Pre-commissioning” means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).
- (iv) “Commissioning” means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause 27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test(s).
- (v) “Operational Acceptance Tests” means the tests specified in the Technical Requirements and Agreed and Finalized Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed and Finalized Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).
- (vi) “Operational Acceptance” means the acceptance by the Purchaser of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause 27.3 (Operational Acceptance).

- (e) place and time
- (i) "Purchaser's Country" is the **country named in the SCC**.
 - (ii) "Supplier's Country" is the country in which the Supplier is legally organized, as named in the Contract Agreement.
 - (iii) "Project Site(s)" means the place(s) **specified in the SCC** for the supply and installation of the System.
 - (iv) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the World Bank as defined in the Procurement Guidelines. (**Note:** The World Bank maintains a list of countries from which Suppliers, Goods, and Services are not eligible to participate in procurement financed by the Bank. The list is regularly updated and can be obtained from the Public Information Center of the Bank or its web site on procurement. A copy of the list is contained in the Section of the Bidding Documents entitled "Eligible Countries for the Provision of Goods, Works, and Services in Bank-Financed Procurement").
 - (v) "Day" means calendar day of the Gregorian Calendar.
 - (vi) "Week" means seven (7) consecutive Days, beginning the day of the week as is customary in the Purchaser's Country.
 - (vii) "Month" means calendar month of the Gregorian Calendar.
 - (viii) "Year" means twelve (12) consecutive Months.
 - (ix) "Effective Date" means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Subsystem(s).
 - (x) "Contract Period" is the time period during which this Contract governs the relations and obligations of the Purchaser and Supplier in



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

- (xi) “Defect Liability Period” (also referred to as the “Warranty Period”) means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Subsystem(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Subsystem[s]) as provided in GCC Clause 29 (Defect Liability).
- (xii) “The Post-Warranty Services Period” means the number of years **defined in the SCC** (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s).
- (xiii) “The Coverage Period” means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

2. Contract Documents

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

3. Interpretation

3.1 Governing Language

3.1.1 All Contract Documents and related correspondence exchanged between Purchaser and Supplier shall be written in the language **specified in the SCC**, and the Contract shall be construed and interpreted in accordance with that language.

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

3.2 Singular and Plural

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

3.3 Headings

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

3.4 Persons

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

3.5 Incoterms

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

3.6 Entire Agreement

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

3.7 Amendment

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

3.8 Independent Supplier

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

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



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

3.9 Joint Venture

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

3.10 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, cable, telegraph, telex, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.
- 4.1.1 Any notice sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.
- 4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by airmail or special courier.
- 4.1.3 Any notice delivered personally or sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.
- 4.1.4 Either party may change its postal, cable, telex, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.
- 4.2 Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.
- 4.3 Pursuant to GCC Clause 18, notices from/to the Purchaser are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or for any other reason, the Purchaser or Supplier may give and receive notices at their fallback addresses. The address of the Project Manager and the fallback address of the Purchaser are as **specified in the SCC** or as subsequently established/amended. The address of the Supplier's Representative and the fallback address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.

- 5. Governing Law** 5.1 The Contract shall be governed by and interpreted in accordance with the laws of the country specified in the SCC.
- 6. Settlement of Disputes** 6.1 Adjudication
- 6.1.1 If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute by mutual consultation. If the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix 2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause 6.2.1.
- 6.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Purchaser and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.
- 6.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Purchaser and the Supplier.
- 6.1.4 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with

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

6.2 Arbitration

6.2.1 If

- (a) the Purchaser or the Supplier is dissatisfied with the Adjudicator's decision and acts before this decision has become final and binding pursuant to GCC Clause 6.1.2, or
- (b) the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 6.1.2, and the Purchaser or the Supplier acts within the following fourteen (14) days, or
- (c) in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 6.1.1 expires without resolution of the dispute and the Purchaser or the Supplier acts within the following fourteen (14) days,

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

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

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

6.3 Notwithstanding any reference to the Adjudicator or arbitration in this clause,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

B. SUBJECT MATTER OF CONTRACT

7. Scope of the System

- 7.1 Unless otherwise expressly **limited in the SCC** or Technical Requirements, the Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan.
- 7.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.
- 7.3 The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as **specified in the SCC**, including the relevant terms, characteristics, and timings.

8. Time for Commencement and Operational Acceptance

- 8.1 The Supplier shall commence work on the System within the period **specified in the SCC**, and without prejudice to GCC Clause 28.2, the Supplier shall thereafter proceed with the System in accordance with the time schedule specified in the Implementation Schedule in the Technical Requirements Section and any refinements made in the Agreed and Finalized Project Plan.
- 8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) within the time **specified in the SCC** and in

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

9. Supplier's Responsibilities

- 9.1 The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.
- 9.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Purchaser and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
- 9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination pursuant to GCC Clause 41.2.
- 9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Purchaser's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Purchaser under GCC Clause 10.4 and that are necessary for the performance of the

Contract.

- 9.5 The Supplier shall comply with all laws in force in the Purchaser's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the Purchaser to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Purchaser.
- 9.6 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.
- 9.7 Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).
- 9.8 The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Sub-Clause 41.2.1(c), which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 9.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines)
- 9.9 Other Supplier responsibilities, if any, are as **stated in the SCC**.

**10. Purchaser's
Responsibilities**

- 10.1 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser to the Supplier, except when otherwise expressly stated in the Contract.
- 10.2 The Purchaser shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project

Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1 (b).

- 10.3 The Purchaser shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.
- 10.4 If requested by the Supplier, the Purchaser shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.
- 10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of the Contract, the Purchaser shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.
- 10.6 The Purchaser shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Purchaser may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.
- 10.7 Unless otherwise specified in the Contract or agreed upon by the Purchaser and the Supplier, the Purchaser shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Technical Requirements Section's Implementation Schedule and the Agreed and Finalized Project Plan.
- 10.8 The Purchaser will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as



specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.

- 10.9 The Purchaser assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.
- 10.10 The Purchaser is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.
- 10.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Purchaser, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test(s), in accordance with GCC Clause 27.2.
- 10.12 Other Purchaser responsibilities, if any, are **as stated in the SCC.**

C. PAYMENT

11. Contract Price

- 11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- 11.2 The Contract Price shall be a firm lump sum not subject to any alteration, except:
 - (a) in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;
 - (b) in accordance with the price adjustment formula (if any) **specified in the SCC.**
- 11.3 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

12. Terms of Payment

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

upon fulfillment of other obligations stipulated in the Contract.

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

- 12.2 No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the System or any Subsystem(s).
- 12.3 Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of a valid invoice by the Supplier. In the event that the Purchaser fails to make any payment by its respective due date or within the period set forth in the Contract, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate(s) **specified in the SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 12.4 All payments shall be made in the currency(ies) specified in the Contract Agreement, pursuant to GCC Clause 11. For Goods and Services supplied locally, payments shall be made in the currency of the Purchaser's Country, unless otherwise **specified in the SCC**.
- 12.5 Unless otherwise **specified in the SCC**, payment of the foreign currency portion of the Contract Price for Goods supplied from outside the Purchaser's Country shall be made to the Supplier through an irrevocable letter of credit opened by an authorized bank in the Supplier's Country and will be payable on presentation of the appropriate documents. It is agreed that the letter of credit will be subject to Article 10 of the latest revision of Uniform Customs and Practice for Documentary Credits, published by the International Chamber of Commerce, Paris.

13. Securities

13.1 Issuance of Securities

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

13.2 Advance Payment Security

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

13.2.2 The security shall be in the form provided in the Bidding Documents or in another form acceptable to the Purchaser. The amount of the security shall be reduced in proportion to the value of the System

executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Purchaser. The way the value of the security is deemed to become reduced and, eventually, voided is as **specified in the SCC**. The security shall be returned to the Supplier immediately after its expiration.

13.3 Performance Security

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

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

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

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

14. Taxes and Duties

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

14.2 For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to

the Purchaser. The only exception are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in the Purchaser's country, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.

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

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

D. INTELLECTUAL PROPERTY

15. Copyright

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

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

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

as may be otherwise **specified in the SCC**.

15.4 As applicable, the Purchaser's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software, including any license agreements, and with respect to Custom Materials or elements of the Custom Materials, are specified in the SCC. **Subject to the SCC**, the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Purchaser. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Purchaser may consider necessary or desirable to perfect the right, title, and interest of the Purchaser in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Purchaser and where permitted by applicable law, ensure that the holder of such a moral right waives it.

15.5 The parties shall enter into such (if any) escrow arrangements in relation to the Source Code to some or all of the Software as are **specified in the SCC** and in **accordance with the SCC**.

16. Software License Agreements

16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Purchaser, the Supplier hereby grants to the Purchaser license to access and use the Software, including all inventions, designs, and marks embodied in the Software.

Such license to access and use the Software shall:

(a) be:

- (i) nonexclusive;
- (ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);
- (iii) valid throughout the territory of the Purchaser's Country (or such other territory as **specified in the SCC**); and
- (iv) subject to additional restrictions (if any) as **specified in the SCC**.

(b) permit the Software to be:

- (i) used or copied for use on or with the computer(s)

for which it was acquired (if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;

- (ii) as **specified in the SCC**, used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's bid specifies a class of computer to which the license is restricted and unless the Supplier agrees otherwise in writing, the replacement computer(s) is(are) within that class;
- (iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;
- (iv) reproduced for safekeeping or backup purposes;
- (v) customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;
- (vi) as **specified in the SCC**, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Purchaser may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and
- (vii) disclosed to, and reproduced for use by, the Purchaser and by such other persons as are **specified in the SCC** (and the Purchaser may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract.

17. Confidential Information

16.2 The Standard Software may be subject to audit by the Supplier, in accordance with the terms **specified in the SCC**, to verify compliance with the above license agreements.

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

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

17.3 Notwithstanding GCC Clauses 17.1 and 17.2:

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

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

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

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

- (a) now or hereafter enters the public domain through no fault of the Receiving Party;
- (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
- (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

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

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

E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM

18. Representatives 18.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Purchaser shall appoint and notify the Supplier in writing of the name of the Project Manager. The Purchaser may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. Subject to the extensions and/or limitations **specified in the SCC** (if any), the Project Manager shall have the authority to represent the Purchaser on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Purchaser pursuant to GCC Clause 4.

18.2 Supplier's Representative




- 18.2.1 If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Purchaser in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier's Representative. If the Purchaser does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Purchaser objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 18.2.1.
- 18.2.2 Subject to the extensions and/or limitations **specified in the SCC** (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier pursuant to GCC Clause 4.
- 18.2.3 The Supplier shall not revoke the appointment of the Supplier's Representative without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative, pursuant to the procedure set out in GCC Clause 18.2.1.
- 18.2.4 The Supplier's Representative and staff are obliged to work closely with the Purchaser's Project Manager and staff, act within their own authority, and abide by directives issued by the Purchaser that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.
- 18.2.5 The Supplier's Representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or

revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.

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

18.3 Objections and Removals

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

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

19. Project Plan

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

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

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

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

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

Requirements.

20. Subcontracting

- 20.1 Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Purchaser. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Purchaser for its approval in sufficient time so as not to impede the progress of work on the System. The Purchaser shall not withhold such approval unreasonably. Such approval by the Purchaser of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.
- 20.2 The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Purchaser's prior approval under GCC Clause 20.3.
- 20.3 For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Purchaser in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Purchaser has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Purchaser has objected in writing prior to the end of the notice period. The absence of a written objection by the Purchaser during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Purchaser of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Purchaser or Supplier as they are specified in GCC Clauses 20.1 and 20.2, in the SCC, or in Appendix 3 of the Contract Agreement.

21. Design and Engineering

21.1 Technical Specifications and Drawings

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

specified, in accordance with good industry practice.

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

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

21.2 Codes and Standards

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

21.3 Approval/Review of Technical Documents by the Project Manager

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

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

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

21.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project

Manager's approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

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

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

21.3.5 If any dispute occurs between the Purchaser and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 6.1 (Adjudicator). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Purchaser has not given notice under GCC Clause 6.1.2, then the Supplier shall be reimbursed by the Purchaser for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the

Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

21.3.6 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

21.3.7 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

22. Procurement, Delivery, and Transport

22.1 Subject to related Purchaser's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.

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

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

22.4 Transportation

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

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

conditions of the associated Incoterms.

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

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

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

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

- (a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;
- (b) usual transportation documents;
- (c) insurance certificate;
- (d) certificate(s) of origin; and
- (e) estimated time and point of arrival in the Purchaser's Country and at the site.

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

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

- (a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;
- (b) delivery note, railway receipt, or truck receipt;
- (c) certificate of insurance;

- (d) certificate(s) of origin; and
- (e) estimated time of arrival at the site.

22.6 Customs Clearance

- (a) The Purchaser will bear responsibility for, and cost of, customs clearance into the Purchaser's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Purchaser's country in the Price Schedules referred to by Article 2 of the Contract Agreement.
- (b) At the request of the Purchaser, the Supplier will make available a representative or agent during the process of customs clearance in the Purchaser's country for goods supplied from outside the Purchaser's country. In the event of delays in customs clearance that are not the fault of the Supplier:
 - (i) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 40;
 - (ii) the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.

23. Product Upgrades

- 23.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause 39 (Changes to the System).
- 23.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser's Country, pursuant to GCC Clause 39 (Changes to the System).
- 23.3 During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's Country, and no later than twelve (12)

months after they are released in the country of origin. In no case will the prices for this Software exceed those quoted by the Supplier in the Recurrent Costs tables in its bid.

23.4 During the Warranty Period, unless otherwise **specified in the SCC**, the Supplier will provide at no additional cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's country, and no later than twelve (12) months after they are released in the country of origin of the Software.

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

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

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

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

25. Inspections and Tests

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

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

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

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

25.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 6 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

26. Installation of the System

26.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed and Finalized Project Plan, the Supplier shall so notify the Purchaser in writing.

26.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Forms Section in the Bidding Documents, stating

that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Purchaser in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause 26.2 shall be repeated, as necessary, until an Installation Certificate is issued.

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

27. Commissioning and Operational Acceptance

27.1 Commissioning

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

- (a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or
- (b) as otherwise specified in the Technical Requirement or the Agreed and Finalized Project Plan; or
- (c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3.

27.1.2 The Purchaser shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning.

Production use of the System or Subsystem(s) shall

not commence prior to the start of formal Operational Acceptance Testing.

27.2 Operational Acceptance Tests

27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Purchaser (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s] if **specified in the SCC** and supported by the Technical Requirements), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as **specified in the SCC**, the Technical Requirements and/or the Agreed and Finalized Project Plan.

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

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

27.3 Operational Acceptance

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

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

- (b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Purchaser within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or
- (c) the Purchaser has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Purchaser and document such use.

27.3.2 At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.

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

- (a) issue an Operational Acceptance Certificate; or
- (b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or
- (c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.

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

Operational Acceptance Certificate is issued.

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

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

or

(b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Purchaser to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.

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

27.4 Partial Acceptance

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

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

27.4.3 In the case of minor components for the System that



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

F. GUARANTEES AND LIABILITIES

28. Operational Acceptance Time Guarantee

- 28.1 The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule in the Technical Requirements Section and/or the Agreed and Finalized Project Plan pursuant to GCC Clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).
- 28.2 If the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule in the Technical Requirement or the Agreed and Finalized Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Purchaser liquidated damages at the rate **specified in the SCC** as a percentage of the Contract Price, or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount specified in the SCC ("the Maximum"). Once the Maximum is reached, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2.
- 28.3 Unless otherwise **specified in the SCC**, liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule in the Technical Requirements and/or Agreed and Finalized Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the Purchaser may have under the Contract for other delays.

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

29. Defect Liability

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

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

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

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

29.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier

shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.

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

- (a) improper operation or maintenance of the System by the Purchaser;
- (b) normal wear and tear;
- (c) use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or
- (d) modifications made to the System by the Purchaser, or a third party, not approved by the Supplier.

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

- (a) any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or
- (b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Purchaser or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.

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

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

shall carry out such tests.

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

29.10 If the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within the time period **specified in the SCC**, the Purchaser may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.

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

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

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

30. Functional Guarantees

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




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

30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.

**31. Intellectual
Property Rights
Warranty**

31.1 The Supplier hereby represents and warrants that:

- (a) the System as supplied, installed, tested, and accepted;
- (b) use of the System in accordance with the Contract; and
- (c) copying of the Software and Materials provided to the Purchaser in accordance with the Contract

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

**32. Intellectual
Property Rights
Indemnity**

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

- (a) installation of the System by the Supplier or the use of the System, including the Materials, in the country

where the site is located;

- (b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and
- (c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause 32.2.

32.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.

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

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

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

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



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

32.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Purchaser or any persons (other than the Supplier) contracted by the Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

32.6 Such indemnity shall not cover

- (a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;
- (b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Purchaser or any other person contracted by the Purchaser, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

32.7 Such indemnities shall also not apply:

- (a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Supplier's organization;
- (b) to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Purchaser or any persons contracted by the Purchaser.

32.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC

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

33. Limitation of Liability

- 33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

G. RISK DISTRIBUTION

34. Transfer of Ownership

- 34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Purchaser at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.
- 34.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) and any elaboration in the Technical Requirements.
- 34.3 Ownership of the Supplier's Equipment used by the Supplier

and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.

35. Care of the System

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

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

- (a) (insofar as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;
- (b) any use not in accordance with the Contract, by the Purchaser or any third party;
- (c) any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Purchaser, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2,

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

a substantial part of the System, the Purchaser shall terminate the Contract pursuant to GCC Clause 41.1.

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

**36. Loss of or
Damage to
Property;
Accident or
Injury to
Workers;
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) in connection with the execution of the Contract.

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

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

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

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

the Supplier.

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

37.6 Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Supplier. The Purchaser shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Purchaser's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Purchaser. With respect to insurance claims in which the Supplier's interest is involved, the Purchaser shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

38. Force Majeure

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

- (a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;
- (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;

- (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
 - (f) failure, by the Supplier, to obtain the necessary export permit(s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.
- 38.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.
- 38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).
- 38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 38.6.
- 38.5 No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
- (a) constitute a default or breach of the Contract;
 - (b) (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance,
- if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.



- 38.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
- 38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Purchaser and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.
- 38.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.

H. CHANGE IN CONTRACT ELEMENTS

39. Changes to the System

39.1 Introducing a Change

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

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

- 39.1.2 The Supplier may from time to time during its performance of the Contract propose to the Purchaser (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Purchaser may at its discretion approve or reject any Change proposed by the Supplier.
- 39.1.3 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no

change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.

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

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

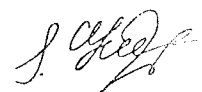
39.2 Changes Originating from Purchaser

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

- (a) brief description of the Change;
- (b) impact on the Time for Achieving Operational Acceptance;
- (c) detailed estimated cost of the Change;
- (d) effect on Functional Guarantees (if any);
- (e) effect on any other provisions of the Contract.

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

- (a) accept the Supplier's estimate with instructions

to the Supplier to proceed with the preparation of the Change Proposal;

- (b) advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;
- (c) advise the Supplier that the Purchaser does not intend to proceed with the Change.

39.2.3 Upon receipt of the Purchaser's instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Purchaser and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.

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

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

The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract

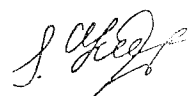
Price that any Change not objected to by the Supplier represents.

39.2.6 Upon receipt of the Change Proposal, the Purchaser and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Purchaser shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the Purchaser is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If the Purchaser decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.

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

39.3 Changes Originating from Supplier

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



40. Extension of Time for Achieving Operational Acceptance

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

- (a) any Change in the System as provided in GCC Clause 39 (Change in the Information System);
- (b) any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);
- (c) default of the Purchaser; or
- (d) any other matter specifically mentioned in the Contract;

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

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

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

41. Termination**41.1 Termination for Purchaser's Convenience**

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

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

- (a) cease all further work, except for such work as

the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;

- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.1.2 (d) (ii) below;
- (c) remove all Supplier's Equipment from the site, repatriate the Supplier's and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
- (d) in addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall
 - (i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
 - (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
 - (iii) deliver to the Purchaser all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

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

- (a) the Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;
- (b) the costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and in the repatriation of the Supplier's and its Subcontractors' personnel;
- (c) any amount to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any

cancellation charges;

- (d) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2 (a); and
- (e) the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.

41.2 Termination for Supplier's Default

41.2.1 The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Supplier, referring to this GCC Clause 41.2:

- (a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;
- (b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or
- (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

For the purposes of this Clause:

- (i) “corrupt practice”¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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

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

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

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

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 9.8.

41.2.2 If the Supplier:

- (a) has abandoned or repudiated the Contract;
- (b) has without valid reason failed to commence work on the System promptly;
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- (d) refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed and Finalized Project Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the Purchaser that the Supplier can attain Operational Acceptance of the System by the Time for Achieving 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.

APPENDIX TO GENERAL CONDITIONS

Bank's Policy- Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption:

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.⁵ In pursuance of this policy, 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;⁶
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;⁷
 - (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;⁸
 - (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;⁹

⁵ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

⁶ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁷ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁸ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

- (v) "obstructive practice" is:
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
 - (b) will reject a proposal for award if it determines that the bidder recommended for award, or 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) will declare misprocurement and cancel the portion of the loan allocated to a contract if it 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 or the implementation 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) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,¹⁰ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated¹¹;
 - (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their
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⁹ For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

¹⁰ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

¹¹ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either 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.

sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”



SECTION II. SPECIAL CONDITIONS OF CONTRACT (SCC)

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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

1. Definitions (GCC Clause 1)

GCC 1.1 (a) (ix)	The applicable edition of the Procurement Guidelines is dated: January 2011.
GCC 1.1 (b) (i)	The Purchaser is: The Ministry of Labor, Social Protection and Family of the Republic of Moldova.
GCC 1.1 (b) (ii)	The Project Manager is: <i>Stela Grigoras, Minister of Labor, Social Protection and Family of the Republic of Moldova.</i>
GCC 1.1 (e) (i)	The Purchaser's Country is: The Republic of Moldova
GCC 1.1 (e) (iii)	The Project Site(s) is/are: as specified in the Implementation Schedule in the Technical Requirements Section.
GCC 1.1 (e) (x)	The Contract shall continue in force until the Information System and all the Services have been provided unless the Contract is terminated earlier in accordance with the terms set out in the Contract.
GCC 1.1. (e) (xii)	The Post-Warranty Services Period is not applicable.

2. Contract Documents (GCC Clause 2)

GCC 2	There are no Special Conditions of Contract applicable to GCC Clause 2.
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3. Interpretation (GCC Clause 3)

GCC 3.1.1	<p>The Contract's governing language is English.</p> <p>The Purchaser may request the Supplier to provide some deliverables in Romanian. This will not affect the contract price.</p>
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4. Notices (GCC Clause 4)

GCC 4.3	<p>Address of the Project Manager:</p> <p><i>Ministry of Labor, Social Protection and Family</i></p> <p><i>#1 V. Alecsandri Street,</i></p>
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	<i>Chisinau, MD-2009 Moldova</i>
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5. Governing Law (GCC Clause 5)

GCC 5.1	The Contract shall be interpreted in accordance with the laws of: The Republic of Moldova
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6. Settlement of Disputes (GCC Clause 6)

GCC 6.1.4	International Commercial Arbitration Court of the Chamber of Commerce and Industry of the Republic of Moldova
GCC 6.2.3	Any dispute between the Purchaser and the Supplier arising in connection with the present Contract shall be referred to International Commercial Arbitration Court of the Chamber of Commerce and Industry of the Republic of Moldova, in accordance with its rules on domestic arbitration proceedings.

B. SUBJECT MATTER OF CONTRACT

7. Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Bid: none.
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8. Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within: ten (10) days from the Effective Date of the Contract.
GCC 8.2	Operational Acceptance will occur on or before: The required dates for Operational Acceptance shall be governed by the dates established for such in the Final Project Plan agreed with the Purchaser.

9. Supplier's Responsibilities (GCC Clause 9)

GCC 9.9	The Supplier shall have the following additional responsibilities: None
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10. Purchaser's Responsibilities (GCC Clause 10)

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

11. Contract Price (GCC Clause 11)

GCC 11.2 (b)	Adjustments to the Contract Price shall be as follows: none.
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12. Terms of Payment (GCC Clause 12)

GCC 12.1	<p>Subject to the provisions of GCC Clause 12 (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the category Complete System Integration relates 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.</p> <p>(a) Custom Software and Custom Materials:</p> <p style="padding-left: 40px;">sixty percent (60%) of the total or pro-rata Contract Price for this category against Installation</p> <p style="padding-left: 40px;">twenty percent (20%) of the same price against Operational Acceptance.</p> <p>(b) Services other than Training:</p> <p style="padding-left: 40px;">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.</p> <p>(c) Training</p> <p style="padding-left: 40px;">thirty percent (30%) of the total Contract Price for training services at the start of the full training program</p> <p style="padding-left: 40px;">fifty percent (50%) of the pro-rata Contract Price for training services performed will be paid on submission and approval of appropriate invoices.</p> <p>(d) Complete System Integration</p> <p style="padding-left: 40px;">twenty percent (20%) of the entire Contract Price, exclusive of</p>
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	all Recurrent Costs and inclusive of warranty services, as final payment against Operational Acceptance of the System as an integrated whole.
GCC 12.3	The Purchaser shall pay to the Supplier interest on the delayed payments at a rate of: five (5) percent per annum.
GCC 12.4	All payments under the contract will be done in Moldovan Lei (MDL) based on Official Exchange rate established by the National Bank of Moldova for the day of payment.
GCC 12.5	Payment for Goods supplied from outside the Purchaser's Country shall be in the form of: an irrevocable letter of credit.

13. Securities (GCC Clause 13)

GCC 13.2.1	Not applicable
GCC 13.2.2	Not applicable
GCC 13.3.1	The Performance Security shall be denominated in US dollars for an amount equal to ten (10) percent of the Contract Price, excluding any Recurrent Costs.
GCC 13.3.4	During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall not be reduced and will remain equal to 10 (ten) percent of the Contract Price, excluding any Recurrent Costs.

14. Taxes and Duties (GCC Clause 14)

GCC 14	No import customs duties and taxes shall be included in the contract price. According to the Government Decision no. 246 dated 08.04.2010, the goods (services) delivered under this contract shall be exempted from Value Added Tax (VAT), and shall be quoted at 0% VAT rate.
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D. INTELLECTUAL PROPERTY

15. Copyright (GCC Clause 15)

GCC 15.3	There are no Special Conditions of Contract applicable to GCC Clause 15.3
GCC 15.4	The Purchaser's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software are as follows: All custom software developed under the Contract shall be the property of the Purchaser. The Purchaser shall retain all Intellectual property Rights. Neither the Supplier nor any sub-

	<p>contractor nor employee working on the custom software shall have any rights whatsoever to the custom software, or any part, segment or sub-module of the custom software.</p> <p>The Purchaser's and Supplier's rights and obligations with respect to Custom Materials or elements of the Custom Materials are as follows: Custom materials developed under the Contract shall be the property of the Purchaser. The Purchaser shall retain all Intellectual Property Rights. Neither the Supplier nor any sub-contractor, nor employee working on the custom materials shall have any rights whatsoever to the custom materials, nor to any part, segment or module thereof.</p>
GCC 15.5	No software escrow contract is required for the execution of the Contract.

16. Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iii)	The Standard Software license shall be valid throughout the territory of the Purchaser's Country.
GCC 16.1 (a) (iv)	Use of the software shall be subject to the following additional restrictions: none.
GCC 16.1 (b) (ii)	The Software license shall permit the Software to be used or copied for use or transferred to a replacement computer provided the replacement computer falls within approximately the same class of machine and maintains approximately the same number of users, if a multi-user machine.
GCC 16.1 (b) (vi)	The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense) by: support service suppliers or their subcontractors, exclusively for such suppliers or subcontractors in the performance of their support service contracts.
GCC 16.1 (b) (vii)	In addition to the persons specified in GCC Clause 16.1 (b) (vi), the Software may be disclosed to, and reproduced for use by: none.
GCC 16.2	<p>The Supplier's right to audit the Standard Software will be subject to the following terms:</p> <p>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.</p>

17. Confidential Information (GCC Clause 17)

GCC 17.1	There are no modifications to the confidentiality terms expressed in GCC Clause 17.1.
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GCC 17.7	The provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for the period specified in the GCC.
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E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM

18. Representatives (GCC Clause 18)

GCC 18.1	<p>The Purchaser's Project Manager shall have the following additional powers and / or limitations to his or her authority to represent the Purchaser in matters relating to the Contract:</p> <p>No additional powers or limitations.</p>
GCC 18.2.2	<p>The Supplier's Representative shall have the following additional powers and / or limitations to his or her authority to represent the Supplier in matters relating to the Contract:</p> <p>No additional powers or limitations.</p>

19. Project Plan (GCC Clause 19)

GCC 19.1	<p>Chapters in the Project Plan shall address the following subjects:</p> <ul style="list-style-type: none"> a) Detailed Project Organization Plan – This Organization Plan must demonstrate the roles and responsibilities of each of the Supplier's Key Staff, by name. b) Project Management Plan, including procedures and regulations, description of potential project risks and proposed ways of their overcoming. c) Additional functionalities for SAAIS Design, Development and Implementation Plan – This section must describe the development methodology to be followed by the Supplier. It must also show how the Supplier will assure MLSPF management and user satisfaction with the final functionality and operation of the system; and how the Supplier will assure the Purchaser's key Users will be involved in the development to assure on-going participation in the process. d) Detailed Implementation Schedule – This Implementation Schedule must demonstrate all activities under the project and must show the dependencies and critical path. e) Training Plan – This must include both the Supplier's classroom training plan and the Supplier's on-the-job training and technology transfer plan. f) Pilot Implementation Plan – This plan must demonstrate the
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	<p>detailed steps associated with the required pilot installation and implementation including the approach to assure accuracy of the system operations and results within the Pilot sites and at the Ministry level.</p> <p>g) Pre-commissioning and Operational Acceptance Testing Plan – This must include a description of the software sub-system testing protocols for Operational Acceptance of the software following the development and testing stages, the Operational Acceptance of the Pilot office implementations, and the Operational Acceptance of each of the Project Sites.</p> <p>h) Data Migration Plan – This must describe how the Supplier will execute both data entry (scanning/OCR) of manual records and conversion of electronic files for the new system. It must demonstrate the plan for a) data entry, b) development of computerized data entry editing and update system(s), c) conversion of the present electronic files to the new data base structures, d) development of the computerized system for editing the converted electronic data, and e) the computerized system for performing consistency edits both within each record and among records.</p> <p>i) Coordination and Turnover Plan – This must describe how the Supplier will assure that MLSPF management and key users are sufficiently experienced and trained to be capable of assuming the full responsibility for the system operation, post implementation development requirements and other support, maintenance and enhancement tasks at the completion of the Supplier's contractual obligations in order to guarantee the long-term sustainability of the system.</p> <p>j) Warranty Service Plan – This must describe how the Supplier proposes to assure the response time requirements for correcting software failures according to the Contract and the Technical Requirements. It must show the support locations throughout Moldova and the type of certified software technicians in each location.</p> <p>k) Task, Time, and Resource Schedules – This section must demonstrate which of the Supplier's staff will be assigned to which activity(ies) under the project.</p> <p>l) Technical Support Plan – This section must show the method for assuring the support of all Standard and Custom software both during development and implementation and following acceptance throughout the Warranty period.</p> <p>m) Replication Implementation Plan – This plan must demonstrate the detailed steps associated with the required installation and implementation including the approach to assure accuracy of new modules and functionalities the operations and results within the Project Sites and at the Ministry level.</p>
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GCC 19.2	<p>Within twenty (20) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Purchaser. The Purchaser shall, within seven (7) 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 and Finalized Project Plan”) shall be contractually binding on the Purchaser and the Supplier.</p>
GCC 19.5	<p>The Supplier shall submit to the Purchaser the following reports (in Romanian and English:</p> <ul style="list-style-type: none"> (a) Monthly progress reports, summarizing: <ul style="list-style-type: none"> (i) results accomplished during the prior period; (ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan; (iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule; (iv) other issues and outstanding problems; proposed actions to be taken; (v) resources that the Supplier expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period; (vi) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness. (b) Other reports necessary to monitor Contract performance: <ul style="list-style-type: none"> (i) inspection and quality assurance reports; (ii) training participants test results; (iii) monthly log of service calls and problem resolutions. (iv) short weekly reports on activities performed (shall be presented each Monday by email to the project support team

	<p>and head of IT department of MLSPF).</p> <p>(c) Final report, summarizing all the activities within the project, is to be submitted before the Operational Acceptance of the system.</p>
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20. Subcontracting (GCC Clause 20)

GCC 20	There are no Special Conditions of Contract applicable to GCC Clause 20.
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21. Design and Engineering (GCC Clause 21)

GCC 21.2	The Contract shall be executed in accordance with the edition or the revised version of all referenced codes and standards current at the date as specified in the GCC.
GCC 21.3.1	<p>The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager's approval.</p> <ul style="list-style-type: none"> a) Final Project Plan b) Updated functional requirements and conceptual Design of the system including additional functionalities c) Detailed description of the business processes for new functionalities and detailed methodology for their implementation d) Detailed design of new modules e) Applications Software Test System f) Acceptance Testing Methodology, Testing Protocols, Plan g) Training Plan h) Implementation Plan i) Program and System Test Result Document j) System Support and Maintenance Plan for new modules k) Migration Completion Report l) Training Completion Report m) Acceptance Report for Pilot n) Installation report for new modules/functionalities at each specific installation site, approved by the appropriate manager authorized by the head of the installation site, including the Acceptance certificate for the installation site o) Acceptance Report each module p) Implementation Completion Report

	<p>q) Final Technical and User Documentation</p> <p>r) Technical Support Plan</p> <p>Note. Documents specified in para. a)-h) are to be furnished for approval before proceeding with work on the System or any Subsystem covered by the documents.</p>
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22. Procurement, Delivery, and Transport (GCC Clause 22)

GCC 22.4.3	The Supplier shall be free to use transportation through carriers registered in any eligible country shall obtain insurance from any eligible source country.
GCC 22.5	The Supplier shall provide the Purchaser with shipping and other documents as specified in the GCC.

23. Product Upgrades (GCC Clause 23)

GCC 23.4	The Supplier shall provide the Purchaser: with all new versions, releases, and updates to all Standard Software during the Warranty Period, for free, as specified in the GCC.
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24. Implementation, Installation, and Other Services (GCC Clause 24)

GCC 24	There are no Special Conditions of Contract applicable to GCC Clause 24.
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25. Inspections and Tests (GCC Clause 25)

GCC 25	There are no Special Conditions of Contract applicable to GCC Clause 25.
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26. Installation of the System (GCC Clause 26)

GCC 26	There are no Special Conditions of Contract applicable to GCC Clause 26.
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27. Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	Operational Acceptance Testing shall be conducted in accordance with the Acceptance Test Plan in the Final Project Plan.
GCC 27.2.2	If the Operational Acceptance Test of the System, or Subsystem(s), cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon by the Purchaser and the Supplier, then GCC Clause 27.3.5 (a) or (b)

	shall apply, as the circumstances may dictate.
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F. GUARANTEES AND LIABILITIES

28. Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	Liquidated damages shall be assessed at one half of one percent (0.5 %) per week. The maximum liquidated damages are ten (10) percent of the Contract Price, or relevant part of the Contract Price if the liquidated damages apply to a Subsystem.
GCC 28.3	Liquidated damages shall be assessed at other milestones, such as Installation, as defined in the Implementation schedule.

29. Defect Liability (GCC Clause 29)

GCC 29.1	For Software, exceptions or limitations to the Supplier's warranty obligations shall be as follows: none.
GCC 29.3 (iii)	The Supplier warrants that the following items have been released to the market for the following specific minimum time periods: No specific minimum time requirements are established for this Contract other than that the Information Technologies must have been previously released to the market.
GCC 29.4	The Warranty Period (N) shall begin from the date of Operational Acceptance of the entire System and extend for: <i>not less than 36 months from date of operational acceptance.</i> From August 28, 2018 and till the completion of the warranty period for the new modules the Supplier will extend the warranty service for the entire SAAIS (including modules/submodules developed under the previous two contracts for SAAIS development and extension).
GCC 29.10	During the Warranty Period, the Supplier must commence the work necessary to remedy defects or damage within four (4) hours of notification.

30. Functional Guarantees (GCC Clause 30)

GCC 30	After the system has achieved operational acceptance, in case of any changes in legal framework related to the SAAIS that, consequently, requires adjustments to the system, the Supplier will support development and unit testing for those changes to the system with no cost to the Purchaser, during the period of 36 months from the operational acceptance of the system. From August 28, 2018 and till the completion of the warranty period for the new modules the Supplier will provide the services (support development and unit testing for those changes to the
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	system related to changes in legal framework) for the entire SAAIS (all the modules/sub-modules developed under the main contract, extension I and II assignments). The Supplier shall commence the necessary adjustments within four (4) hours from notification and complete the work in reasonable time, within agreed terms.
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31. Intellectual Property Rights Warranty (GCC Clause 31)

GCC 31	There are no Special Conditions of Contract applicable to GCC Clause 31.
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32. Intellectual Property Rights Indemnity (GCC Clause 32)

GCC 32	There are no Special Conditions of Contract applicable to GCC Clause 32.
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33. Limitation of Liability (GCC Clause 33)

GCC 33	There are no Special Conditions of Contract applicable to GCC Clause 33.
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G. RISK DISTRIBUTION

34. Transfer of Ownership (GCC Clause 34)

GCC 34	There are no Special Conditions of Contract applicable to GCC Clause 34.
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35. Care of the System (GCC Clause 35)

GCC 35	There are no Special Conditions of Contract applicable to GCC Clause 35.
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36. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification (GCC Clause 36)

GCC 36	There are no Special Conditions of Contract applicable to GCC Clause 36.
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37. Insurances (GCC Clause 37)

GCC 37.1 (c)	The Supplier shall obtain Third-Party Liability Insurance in the amount of the total Contract Price with deductible limits of no more than one thousand (1,000) US dollars. The insured Party shall be the
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	<p>Supplier.</p> <p>The Insurance shall cover the period from thirty (30) days following Contract Effectiveness until thirty (30) days following either completion of the Contract or Contract Termination, whichever occurs earlier.</p>
GCC 37.1 (e)	There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).

38. Force Majeure (GCC Clause 38)

GCC 38	There are no Special Conditions of Contract applicable to GCC Clause 38.
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H. CHANGE IN CONTRACT ELEMENTS

39. Changes to the System (GCC Clause 39)

GCC 39	There are no Special Conditions of Contract applicable to GCC Clause 39.
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40. Extension of Time for Achieving Operational Acceptance (GCC Clause 40)

GCC 40	There are no Special Conditions of Contract applicable to GCC Clause 40.
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41. Termination (GCC Clause 41)

GCC 41	There are no Special Conditions of Contract applicable to GCC Clause 41.
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42. Assignment (GCC Clause 42)

GCC 42	There are no Special Conditions of Contract applicable to GCC Clause 42.
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Performance Security Form (Bank Guarantee)

[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]*

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert: amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: amount(s)¹ in figures and words]*. This remaining guarantee shall expire no later than *[insert: number and select: of months/of years (of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate for the System,² and any demand for payment under it must be received by us at at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20 (a) is hereby excluded.

[Signature(s)]

¹ The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

² In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.