



Dedicated Freight Corridor Corporation of India Limited
(A Government of India Enterprise)

Sample Forms to Bid Document

IFB No: DFCCIL/IT/SI/2011

Project: Eastern Dedicated Freight Corridor

Loan No.: 8066 – IN

**Purchaser: Dedicated Freight Corridor Corporation of
India Limited, India**

IFB No.: DFCCIL/IT/SI/2011

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1 Bid Submission Form (Single Stage Bidding)

Date: **[Bidder insert: date of bid]**

Loan/Credit No.: **8066 - IN**

IFB No: DFCCIL/IT/SI/2011 –

IFB Name: Supply & Installation of Integrated IT System

Contract: Supply & Installation Integrated IT Systems (including supply, warranty and post warranty of computer hardware, software and networking equipment) for DFCCIL

To:

Dedicated Freight Corridor Corporation of India Limited

5th Floor, Pragati Maidan,

Metro Station Building Complex

New Delhi - 110001

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda Nos. **[insert numbers]**, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply, install, achieve Operational Acceptance of, and support the Information System under the above-named Contract in full conformity with the said Bidding Documents for the sum of:

[insert: amount of local currency in words]

([insert: amount of local currency in figures from corresponding Grand Total entry of the Grand Summary Cost Table])

Plus **[insert: amount of foreign currency A in words]**

([insert: amount of foreign currency A in figures from corresponding Grand Total entry of the Grand Summary Cost Table])

[as appropriate, add the following]

Plus ***[insert: amount of foreign currency B in words]*** ***([insert: amount of foreign currency B in figures from corresponding Grand Total entry of the Grand Summary Cost Table])***

Plus ***[insert: amount of foreign currency C in words]*** ***([insert: amount of foreign currency C in figures from corresponding Grand Total entry of the Grand Summary Cost Table])***

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

We undertake, if our bid is accepted, to commence work on the Information System and to achieve Installation and Operational Acceptance within the respective times stated in the Bidding Documents.

If our bid is accepted, and if these Bidding Documents so require, we undertake to provide an advance payment security and a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

[As appropriate, include or delete the following paragraph]

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

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

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

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

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to Contract execution if we are awarded the Contract, are listed below:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
------------------------------	------------------------	---

Etc. *[if none, state: "none"]*

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

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

Signed:

Date:

In the capacity of *[insert: title or position]*

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

ENCLOSURES:

Price Schedules

Bid-Securing Declaration or Bid-Security (if and as required)

Signature Authorization *[plus, in the case of a Joint Venture Bidder, list all other authorizations pursuant to ITB Clause 6.2]*

Attachment 1. Bidder's Eligibility

Attachment 2. Bidder's Qualifications (including Manufacturer's Authorizations and Subcontractor agreements if and as required)

Attachment 3. Eligibility of Goods and Services

Attachment 4. Conformity of the Information System to the Bidding Documents

Attachment 5. Proposed Subcontractors

Attachment 6. Intellectual Property (Software and Materials Lists)

[if appropriate, specify further attachments or other enclosures]

Bid Table of Contents and Checklist

Note: Purchasers should expand and modify (as appropriate) the following table to reflect the required elements of the Bidder’s bid. As the following note to Bidders explains, it is in both the Purchaser’s and Bidder’s interest to provide this table and accurately fill it out.

Note: Bidders should expand and (if appropriate) modify and complete the following table. The purpose of the table is to provide the Bidder with a summary checklist of items that must be included in the bid as described in ITB Clauses 13.1 and 16, in order for the bid to be considered for Contract award. The table also provides a summary page reference scheme to ease and speed the Purchaser’s bid evaluation process.

Item	present: y/n	page no.
Bid Submission Form		
Price Schedules.....		
Bid-Securing Declaration / Bid-Security (if and as required) ..		
Signature Authorization (for Joint Ventures additionally including the authorizations listed in ITB Clause 6.2)		
Attachment 1.....		
Attachment 2		
Manufacturer’s Authorizations..... Subcontractor agreements.....		
Attachment 3		
Attachment 4		
Attachment 5		
Attachment 6		
.....		

2 Price Schedule Form

2.1 Preamble

General

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

- 2.2 Grand Summary Cost Table
- 2.3 Supply and Installation Cost Summary Table
- 2.4 Recurrent Cost Summary Table
- 2.5 Country of Origin Code Table

[insert: any other Schedules as appropriate]

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

Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder. As specified in the Bid Data Sheet, prices shall be fixed and firm for the duration of the Contract.
5. Bid prices shall be quoted in the manner indicated and in the currencies specified in ITB Clauses 14 and 15 (ITB Clauses 27 and 28 in the two-stage SBD). Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these Bidding Documents.
6. The Bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder's overall total bid price substantially, make the bid

noncompetitive, or subject the Bidder to possible loss. The Purchaser will correct any arithmetic error in accordance with the provisions of ITB Clause 26.2 (ITB Clause 38.2 in the two-stage SBD).

7. Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITB Clause 15.1 (ITB Clause 28.1 in the two-stage SBD), no more than three foreign currencies may be used. The price of an item should be unique regardless of installation site.

2.2 Grand Summary Cost Table

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

	Name of Bidder:	
	Authorized Signature of Bidder:	

2.3 Supply and Installation Cost Summary Table

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

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 14 and 15 (ITB Clauses 27 and 28 in the two-stage SBD).

Bidders must mention the specific names of the component in the following table. Additional Rows may be added to accommodate more cost components.

Component	Country of Origin	Quantity	Unit Rate			Total Price				
			Supplied Locally	Supplied from outside the Purchaser’s Country			Supplied Locally	Supplied from outside the Purchaser’s Country		
			INR	Foreign Currency 1	Foreign Currency 2	Foreign Currency 3	INR	Foreign Currency 1	Foreign Currency 2	Foreign Currency 3
Hardware for Data Center										
Server – Type 1										
Server – Type 2										
Storage										
Firewall Type – 1										
Firewall Type – 2										
MPLS Router										
Access Switch										
SAN Switch										
Distribution Switch										
DMZ Switch										

Component	Country of Origin	Quantity	Unit Rate				Total Price			
			Supplied Locally	Supplied from outside the Purchaser's Country			Supplied Locally	Supplied from outside the Purchaser's Country		
			INR	Foreign Currency 1	Foreign Currency 2	Foreign Currency 3	INR	Foreign Currency 1	Foreign Currency 2	Foreign Currency 3
Rack										
KVM Switch										
UPS										
Tape Library										
Tape Vault										
Non IT Infrastructure Components for Data Center										
Electrical Distribution System, Earthing										
Power Cabling & Power Points										
Hardware for CPM Offices										
LAN Switch										
MPLS Router										
UPS										
Network Wall Rack										
Non IT Infrastructure Components for CPM Offices										
Earthing										
Installation										
Antenna/ Fiber Cost										
LAN Setup										
WAN Setup										
Site Readiness										

Component	Country of Origin	Quantity	Unit Rate				Total Price			
			Supplied Locally	Supplied from outside the Purchaser's Country			Supplied Locally	Supplied from outside the Purchaser's Country		
			INR	Foreign Currency 1	Foreign Currency 2	Foreign Currency 3	INR	Foreign Currency 1	Foreign Currency 2	Foreign Currency 3
Site Readiness Location 1										
Site Readiness Location 2										
System Software										
Operating System - Type 1										
Operating System - Type 2										
Directory Software										
Backup Software										
Enterprise Antivirus & Anti-spam										
Mail Messaging Software										
Management Software – Type 1										
Management Software – Type 2										
Application Software										
Database Server										

Component	Country of Origin	Quantity	Unit Rate				Total Price			
			Supplied Locally	Supplied from outside the Purchaser's Country			Supplied Locally	Supplied from outside the Purchaser's Country		
			INR	Foreign Currency 1	Foreign Currency 2	Foreign Currency 3	INR	Foreign Currency 1	Foreign Currency 2	Foreign Currency 3
Web Server										
Application Server										
License Type 1										
License Type 2										
License Type 3										
License Type 4										
License Type 5										
License Type 6										
License Type 7										
Manpower Resources (for Pre-commissioning Period)										
Business Analyst										
Domain Expert										
Developer										
Architect										
Network Administrator										
Database Administrator										
System Administrator										
Training & Change Management										
End User Training										
Technical										

Component	Country of Origin	Quantity	Unit Rate				Total Price			
			Supplied Locally	Supplied from outside the Purchaser's Country			Supplied Locally	Supplied from outside the Purchaser's Country		
			INR	Foreign Currency 1	Foreign Currency 2	Foreign Currency 3	INR	Foreign Currency 1	Foreign Currency 2	Foreign Currency 3
Training										
Management Training										
OEM Training										
Computer Based Training Module										
Change Management Workshop										

Name of Bidder:		
Authorized Signature of Bidder:		

2.4 Recurrent Cost Summary Table

System or Subsystem number: [if a multi-lot procurement, insert: **Subsystem number**, otherwise state **“entire System procurement”**] [as necessary for the operation of the System, specify items in the Table below, modifying the sample line items and sample table entries as needed.]

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 14 and 15 (ITB Clauses 27 and 28 in the two-stage SBD).

Sl. No.	Component	Maximum all-inclusive costs (for costs in INR)				Sub-total for INR
		Y1	Y2	Y3	Y4	
1	Hardware Maintenance					
2	Software Licenses and Updates:					
2.1	System and General-Purpose Software					
2.2	Application, Standard, and Custom Software					
3	Technical Support					
3.1	Network Admin					
3.2	System Admin					
3.3	Database Admin					
4	Bandwidth					
5	Digital Signatures					
Cumulative Subtotal:						

Name of Bidder:	
Authorized Signature of Bidder:	

2.5 Country of Origin Code Table

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

3 Other Bid Forms and Lists

3.1 Manufacturer's Authorization

Invitation for Bids Title and No.:

[If applicable:] Lot, Slice, Subsystem No(s).:

To: _____

WHEREAS _____ who are official producers of _____ and having production facilities at _____ do hereby authorize _____ located at _____ (hereinafter, the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

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

Name _____ In the capacity of _____

Signed _____

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

Dated on _____ day of _____, _____.

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

3.2 List of Proposed Subcontractors

	Item	Proposed Subcontractor	Place of Registration & Qualifications

3.3 Software List

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

3.4 List of Custom Materials

Custom Materials

3.5 FRS Compliance Form

Module				
Functionality Count	Functionality	Directly Met	Met with Customization	Not met (require custom development)
1				
2				
3				
4				
		(Count of Functionalities Directly Met)	(Count of Functionalities Met with Customization)	(Count of Functionalities Not Met)

3.6 Specification Compliance Form

Item Name			
Number of Items supplied			
Specification Count	Specification	Compliance (Yes/ No)	Remark
1			
2			
3			
4			
		(Count of Yes)	

3.7 Forms Related to Bidder

3.7.1 General Information Form

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

Where the Bidder proposes to use named Subcontractors for highly specialized components of the Information System, the following information should also be supplied for the Subcontractor(s), together with the information in Forms 3.7.2, 3.7.4, 3.7.5, 3.7.6, and 3.7.7. Joint Ventures must also fill out Form 3.7.3.

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

Nationality of owners ¹		
	Name	Nationality
1.		
2.		
3.		
4.		
5.		
^{1/} To be completed by all owners of partnerships or individually owned firms.		

3.7.2 General Information Systems Experience Record

Name of Bidder or partner of a Joint Venture
--

All individual firms and all partners of a Joint Venture must complete the information in this form with regard to the management of Information Systems contracts generally. The information supplied should be the annual turnover of the Bidder (or each member of a Joint Venture), in terms of the amounts billed to clients for each year for work in progress or completed, converted to Indian National Rupee (INR) at the rate of exchange at the end of the period reported. The annual periods should be calendar years, with partial accounting for the year up to the date of submission of applications. This form may be included for Subcontractors only if the Bid Data Sheet for ITB Clause 6.1 (a) explicitly permits experience and resources of (certain) Subcontractors to contribute to the Bidder's qualifications.

A brief note on each contract should be appended, describing the nature of the Information System, duration and amount of contract, managerial arrangements, purchaser, and other relevant details.

Use a separate page for each partner of a Joint Venture, and number these pages.

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

Annual turnover data (applicable activities only)		
Year ¹	Turnover	INR equivalent
1.		
2.		
3.		
4.		
5.		
^{1/}	Commencing with the partial year up to the date of submission of bids	

3.7.3 Joint Venture Summary

Names of all partners of a Joint Venture
1. Partner in charge
2. Partner
3. Partner
4. Partner
5. Partner
6. etc.

Total value of annual turnover, in terms of Information System billed to clients, in Indian National Rupee (INR) equivalent, converted at the rate of exchange at the end of the period reported:

Annual turnover data (applicable activities only; Indian National Rupee (INR) equivalent)						
Partner	Form 3.7.2 page no.	Year 1	Year 2	Year 3	Year 4	Year 5
1. Partner in charge						
2. Partner						
3. Partner						
4. Partner						
5. Partner						
6. Etc.						
Totals						

3.7.4 Particular Information Systems Experience Record

Name of Bidder or partner of a Joint Venture
--

On separate pages, using the format of Form 3.7.5, the Bidder is requested to list contracts of a similar nature, complexity, and requiring similar information technology and methodologies to the contract or contracts for which these Bidding Documents are issued, and which the Bidder has undertaken during the period, and of the number, specified in the BDS for ITB Clause 6.1 (a). Each partner of a Joint Venture should separately provide details of its own relevant contracts. The contract value should be based on the payment currencies of the contracts converted into Indian National Rupee (INR), at the date of substantial completion, or for ongoing contracts at the time of award.

3.7.5 Details of Contracts of Similar Nature and Complexity

Name of Bidder or partner of a Joint Venture
--

Use a separate sheet for each contract.

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Purchaser	
3.	Purchaser address	
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued	
5.	Contract role (check one)	
	Prime Supplier	Management Contractor
	Subcontractor	Partner in a Joint Venture
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts)	
	Currency	Currency
	Currency	Currency
7.	Equivalent amount INR	
	Total contract: INR _____; Subcontract: INR _____; Partner share: INR _____;	
8.	Date of award/completion	
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed INR _____ equivalent under/over original contract amount (if over, provide explanation).	
11.	Special contractual/technical requirements.	
12.	Indicate the approximate percent of total contract value (and INR amount) of Information System undertaken by subcontract, if any, and the nature of such Information System.	

3.7.6 Summary Sheet: Current Contract Commitments / Work in Progress

Name of Bidder or partner of a Joint Venture
--

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

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

3.7.7 Financial Capabilities

Name of Bidder or partner of a Joint Venture
--

Bidders, including each partner of a Joint Venture, shall provide financial information to demonstrate that they meet the requirements stated in the BDS for ITB Clause 6.1 (a). Each Bidder or partner of a Joint Venture shall complete this form. If necessary, separate sheets shall be used to provide complete banker information. A copy of the audited balance sheets shall be attached.

Autonomous subdivisions of parent conglomerate businesses shall submit financial information related only to the particular activities of the subdivision.

Banker	Name of banker		
	Address of banker		
	Telephone	Contact name and title	
	Fax	Telex	

Summarize actual assets and liabilities in Indian National Rupee equivalent (at the rates of exchange current at the end of each year) for the previous five calendar years. Based upon known commitments, summarize projected assets and liabilities in INR equivalent for the next two calendar years, unless the withholding of such information by stock market listed public companies can be substantiated by the Bidder.

Financial information in INR equivalent	Actual: Previous five years					Projected: Next two years	
	5	4	3	2	1	1	2
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							

Financial information in INR equivalent	Actual: Previous five years					Projected: Next two years	
	5	4	3	2	1	1	2
5. Profits before taxes							
6. Profits after taxes							

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in the BDS for ITB Clause 6.1 (a).

Source of financing	Amount (INR equivalent)
1.	
2.	
3.	
4.	

Attach audited financial statements—including, as a minimum, profit and loss account, balance sheet, and explanatory notes—for the period stated in the BDS for ITB Clause 6.1 (a) (for the individual Bidder or each partner of a Joint Venture).

If audits are not required by the laws of Bidders' countries of origin, partnerships and firms owned by individuals may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns,

3.7.8 Personnel Capabilities

Name of Bidder

For specific positions essential to contract management and implementation (and/or those specified in the Bidding Documents, if any), Bidders should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one Form 3.7.9 for each candidate.

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

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

3.7.9 Candidate Summary

Name of Bidder

Position		Candidate	
		Prime	Alternate
Candidate information	Name of candidate	Date of birth	
	Professional qualifications		
Present employment	Name of Employer		
	Address of Employer		
	Telephone	Contact (manager / personnel officer)	
	Fax	Telex	
	Job title of candidate	Years with present Employer	

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/ Position/Relevant technical and management experience

3.7.10 Technical Capabilities

Name of Bidder

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

3.7.11 Litigation History

Name of Bidder or partner of a Joint Venture

Bidders, including each of the partners of a Joint Venture, shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a Joint Venture.

Year	Award FOR or AGAINST Bidder	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value, INR equivalent)

4 Bid-Securing Declaration

IFB: *[insert: title and number of IFB]*

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

We, the undersigned, declare that:

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

We accept that we, and in the case of a Joint Venture all partners to it, will automatically be suspended from being eligible for participating in bidding for any contract with you for the period of time of *[Purchaser insert: number of months or years]*, in case of, and starting from the date of, breaching our obligation(s) under the bidding conditions due to:

- (a) withdrawing our bid, or any part of our bid, during the period of bid validity specified in the Bid Submission Form or any extension of the period of bid validity which we subsequently agreed to; or
- (b) having been notified of the acceptance of our bid by you during the period of bid validity, (i) failing or refusing to execute the Contract Agreement, or (ii) failing or refusing to furnish the performance security, if required, in accordance with the Instructions to Bidders.

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

If the submission of alternative bids was permitted, and in case we did submit one or more alternative bids, this Bid-Securing Declaration applies to these parts of our bid as well.

Signed: *[insert: signature of person whose name and capacity are shown below]*

Name: *[insert: name of person signing the Bid-Securing Declaration]*, in the capacity of *[insert: legal capacity of person signing the Bid-Securing Declaration]*

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

Dated on _____ day of _____, 20__

[add Corporate Seal (where appropriate)]

[Note to Bidders: Joint Ventures need to ensure that, their Bid-Securing Declaration meets the requirements for Joint Ventures as stated in the ITB Clause on "Securing the Bid".]

4.1 Bid Security (Bank Guarantee)

[insert: Bank's Name, and Address of Issuing Branch or Office]

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

Date: *[insert: date]*

BID GUARANTEE No.: *[insert: Bid Guarantee Number]*

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

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee, and that the bid guarantee automatically covers any alternative bids included in the Bid, if the Bidder is permitted to offer alternatives and does so.

At the request of the Bidder, we *[insert: name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert: amount in figures]* (*[insert: amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn the Bid (or any parts of it) during the period of bid validity specified by the Bidder in the Bid Submission Form or any extension of the period of bid validity which the Bidder subsequently agreed to; or
- (b) having been notified of the acceptance of the Bid by you during the period of bid validity, (i) failed or refused to execute the Contract Agreement, or (ii) failed or refused to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bid's validity.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Signature(s)]

[Note to Bidders: Instructions on amount and currency can be found in the ITB Clause and BDS for "Securing the Bid." Joint Ventures need to also ensure that their Bank Guarantee meets the requirements for Joint Ventures as provided in the same Clause.]

4.2 Bid Security (Bid Bond)

BOND NO.: _____

BY THIS BOND, *[insert: name of Bidder]* as Principal (hereinafter called "the Principal"), and *[insert: name, legal title, and address of surety]*, authorized to transact business in *[insert: name of Purchaser's country]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called "the Purchaser") in the sum of *[insert amount of Bond in currency, figures and words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written bid to the Purchaser dated the ____ day of _____, 20__, for the execution of *[insert: name of contract]* (hereinafter called "the Bid"). If the Principal was permitted by the bidding conditions to submit alternative bid(s) and did so, then these are deemed part of the Bid and thus covered by this Bond.

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

- (a) withdraws the Bid (or any parts of it) during the period of the Bid's validity specified in the Bid Submission Form, or any extension of the period of the Bid's validity the Principal subsequently agreed to, notice of which to the Surety is hereby waived; or
- (b) having been notified of the acceptance of the Bid by the Purchaser during the period of the Bid's validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders;

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid's validity.

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

Principal: _____ Surety: _____

[add Corporate Seal(s) (where appropriate)]

[Signature]

[Signature]

[state: printed name and title]

[state: printed name and title]

[Note to Bidders: Instructions on amount and currency can be found in the ITB Clause and BDS for "Securing the Bid." Joint Ventures need to also ensure that their Bid Bond meets the requirements for Joint Ventures as provided in the same Clause.]

5 Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

WHEREAS the Purchaser desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following Information System *[insert: brief description of the Information System]* (“the System”), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

- Article 1.**
- 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
- (f) Bid Presentation
- (g) **[Add here: any other documents]**

1.2 Order of Precedence (Reference GCC Clause 2)

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

1.3 Definitions (Reference GCC Clause 1)

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

Article 2.

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

**Contract Price
and Terms of
Payment**

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

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

Article 3.

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

**Effective Date
for
Determining
Time for**

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:

Operational Acceptance

- (a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;
- (b) The Supplier has submitted to the Purchaser the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause 13.3;
- (c) The Purchaser has paid the Supplier the advance payment, in accordance with GCC Clause 12;
- (d) ***[specify here: any other conditions, for example, opening/confirmation of letter of credit].***

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

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

Article

- 4. 4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

Appendixes

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

APPENDIXES

- Appendix 1. Supplier's Representative
- Appendix 2. Adjudicator *[if there is no Adjudicator, state "not applicable"]*
- Appendix 3. List of Approved Subcontractors
- Appendix 4. Categories of Software
- Appendix 5. Custom Materials
- Appendix 6. Revised Price Schedules (if any)
- Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

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

For and on behalf of the Purchaser

Signed:

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

in the presence of

For and on behalf of the Supplier

Signed:

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

in the presence of

CONTRACT AGREEMENT

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

BETWEEN

[insert: name of Purchaser], “the Purchaser”

and

[insert: name of Supplier], “the Supplier”

Appendix 1. Supplier's Representative

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

Name: ***[insert: name and provide title and address further below, or state "to be nominated within fourteen (14) days of the Effective Date"]***

Title: ***[if appropriate, insert: title]***

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

Address of the Supplier's Representative: ***[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]***

Fallback address of the Supplier: ***[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]***

Appendix 2. Adjudicator

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

Name: *[insert: name]*

Title: *[insert: title]*

Address: *[insert: postal address]*

Telephone: *[insert: telephone]*

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

Hourly Fees: *[insert: hourly fees]*

Reimbursable Expenses: *[list: reimbursables]*

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

Appendix 3. List of Approved Subcontractors

The Purchaser has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the Purchaser of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Purchaser reasonable time for review. In accordance with GCC Clause 20.1, the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Purchaser and their names have been added to this list of Approved Subcontractors, subject to GCC Clause 20.3.

[specify: item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its bid and that the Purchaser approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary.]

Item	Approved Subcontractors	Place of Registration

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)	
	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software
Software Item					

Appendix 5. Custom Materials

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

Custom Materials

Appendix 6. Revised Price Schedules

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Bid. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's bid price, pursuant to the ITB Clauses 18.3, 26.2, and 33.1 (ITB Clauses 30.3, 38.2, and 45.1 in the two-stage SBD).

Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

6 Performance and Advance Payment Security Forms

6.1 Performance Security Form (Bank 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 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.*

6.2 Advance Payment 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]*

ADVANCE PAYMENT GUARANTEE No.: *[insert: Advance Payment 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, an advance payment in the sum of *[insert: amount in numbers and words, for each currency of the advance payment]* is to be made to the Supplier against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total the amount of the advance payment referred to above, upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligations under the Contract because the Supplier used the advance payment for purposes other than toward the proper execution of the Contract.

It is a condition for any claim and payment to be made under this guarantee that the advance payment referred to above must have been received by the Supplier on its account *[insert: number and domicile of the account]*.

For each payment after the advance payment, which you will make to the Supplier under this Contract, the maximum amount of this guarantee shall be reduced by the ninth part of such payment.³ At the time at which the amount guaranteed becomes nil, this guarantee shall become null and void, whether the original is returned to us or not.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Signature(s)]

³ *This sample formulation assumes an Advance Payment of 10% of the Contract Price excluding Recurrent Costs, and implementation of the main option proposed by this SBD in the SCC for GCC Clause 13.2.2 for gradually reducing the value of the Advance Payment Security. If the Advance Payment is other than 10%, or if the reduction in amount of the security follows a different approach, this paragraph would need to be adjusted and edited accordingly.*

7 Installation and Acceptance Certificates

7.1 Installation Certificate

Date: *[insert: date]*

Loan/Credit Number: *[insert: loan or credit number from IFB]*

IFB: *[insert: title and number of IFB]*

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

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

Dear Sir or Madam:

Pursuant to GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the *[insert: name of Purchaser]* (hereinafter the "Purchaser") dated *[insert: date of Contract]*, relating to the *[insert: brief description of the Information System]*, we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: *[insert: description]*)
2. Date of Installation: *[insert: date]*

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: *[state: "Project Manager" or state the title of a higher level authority in the Purchaser's organization]*

7.2 Operational Acceptance Certificate

Date: **[insert: date]**

Loan/Credit Number: **[insert: loan or credit number from IFB]**

IFB: **[insert: title and number of IFB]**

Contract: **[insert: name of System or Subsystem and number of Contract]**

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

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the **[insert: name of Purchaser]** (hereinafter the "Purchaser") dated **[insert: date of Contract]**, relating to the **[insert: brief description of the Information System]**, we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Purchaser hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): **[insert: description]**
2. Date of Operational Acceptance: **[insert: date]**

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: *[state: "Project Manager" or higher level authority in the Purchaser's organization]*

8 Change Order Procedures and Forms

Date: *[insert: date]*

Loan/Credit Number: *[insert: loan or credit number from IFB]*

IFB: *[insert: title and number of IFB]*

Contract: *[insert: name or System or Subsystem and number of Contract]*

General

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

Change Order Log

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

References to Changes

- (1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.
- (2) Change Estimate Proposals shall be numbered CN-nnn.
- (3) Estimate Acceptances shall be numbered CA-nnn.
- (4) Change Proposals shall be numbered CP-nnn.
- (5) Change Orders shall be numbered CO-nnn.

On all forms, the numbering shall be determined by the original CR-nnn.

Annexes

- 8.1 Request for Change Proposal Form
- 8.2 Change Estimate Proposal Form
- 8.3 Estimate Acceptance Form
- 8.4 Change Proposal Form

- 8.5 Change Order Form
- 8.6 Application for Change Proposal Form

8.1 Request for Change Proposal Form

(Purchaser's Letterhead)

Date: **[insert: date]**

Loan/Credit Number: **[insert: loan or credit number from IFB]**

IFB: **[insert: title and number of IFB]**

Contract: **[insert: name of System or Subsystem or number of Contract]**

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

Attention: **[insert: name and title]**

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within **[insert: number]** days of the date of this letter.

1. Title of Change: **[insert: title]**
2. Request for Change No./Rev.: **[insert: number]**
3. Originator of Change: **[select Purchaser / Supplier (by Application for Change Proposal), and add: name of originator]**
4. Brief Description of Change: **[insert: description]**
5. System (or Subsystem or major component affected by requested Change): **[insert: description]**
6. Technical documents and/or drawings for the request of Change:

Document or Drawing No.	Description
-------------------------	-------------
7. Detailed conditions or special requirements of the requested Change: **[insert: description]**
8. Procedures to be followed:

- (a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
 - (b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.
 - (c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.
 - (d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.
 - (e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.
9. As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all its elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: **[state: "Project Manager" or higher level authority in the Purchaser's organization]**

8.2 Change Estimate Proposal Form

(Supplier's Letterhead)

Date: **[insert: date]**

Loan/Credit Number: **[insert: loan or credit number from IFB]**

IFB: **[insert: title and number of IFB]**

Contract: **[insert: name of System or Subsystem and number of Contract]**

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

Attention: **[insert: name and title]**

Dear Sir or Madam:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change: **[insert: title]**
2. Request for Change No./Rev.: **[insert: number]**
3. Brief Description of Change (including proposed implementation approach): **[insert: description]**
4. Schedule Impact of Change (initial estimate): **[insert: description]**

5. Initial Cost Estimate for Implementing the Change: *[insert: initial cost estimate]*

6. Cost for Preparation of Change Proposal: *[insert: cost in the currencies of the Contract]*, as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: *[state: "Supplier's Representative" or other higher level authority in the Supplier's organization]*

8.3 Estimate Acceptance Form

(Purchaser's Letterhead)

Date: *[insert: date]*

Loan/Credit Number: *[insert: loan or credit number from IFB]*

IFB: *[insert: title and number of IFB]*

Contract: *[insert: name of System or Subsystem and number of Contract]*

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

Attention: *[insert: name and title]*

Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1. Title of Change: *[insert: title]*
2. Request for Change No./Rev.: *[insert: request number / revision]*
3. Change Estimate Proposal No./Rev.: *[insert: proposal number / revision]*
4. Estimate Acceptance No./Rev.: *[insert: estimate number / revision]*

5. Brief Description of Change: ***[insert: description]***

6. Other Terms and Conditions:

In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, in accordance with GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: ***[state: "Project Manager" or higher level authority in the Purchaser's organization]***

8.4 Change Proposal Form

(Supplier's Letterhead)

Date: **[insert: date]**

Loan/Credit Number: **[insert: loan or credit number from IFB]**

IFB: **[insert: title and number of IFB]**

Contract: **[insert: name of System or Subsystem and number of Contract]**

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

Attention: **[insert: name and title]**

Dear Sir or Madam:

In response to your Request for Change Proposal No. **[insert: number]**, we hereby submit our proposal as follows:

1. Title of Change: **[insert: name]**
2. Change Proposal No./Rev.: **[insert: proposal number/revision]**
3. Originator of Change: **[select: Purchaser / Supplier; and add: name]**
4. Brief Description of Change: **[insert: description]**
5. Reasons for Change: **[insert: reason]**
6. The System Subsystem, major component, or equipment that will be affected by the requested Change: **[insert: description]**
7. Technical documents and/or drawings for the requested Change:

Document or Drawing No.	Description
-------------------------	-------------

8. Estimate of the increase/decrease to the Contract Price resulting from the proposed Change: **[insert: amount in currencies of Contract]**, as detailed below in the breakdown of prices, rates, and quantities.

Total lump sum cost of the Change:

Cost to prepare this Change Proposal (i.e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):

9. Additional Time for Achieving Operational Acceptance required due to the Change: **[insert: amount in days / weeks]**
10. Effect on the Functional Guarantees: **[insert: description]**
11. Effect on the other terms and conditions of the Contract: **[insert: description]**
12. Validity of this Proposal: for a period of **[insert: number]** days after receipt of this Proposal by the Purchaser
13. Procedures to be followed:
- (a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within **[insert: number]** days from your receipt of this Proposal.
 - (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: **[state: "Supplier's Representative" or other higher level authority in the Supplier's organization]**

8.5 Change Order Form

(Purchaser's Letterhead)

Date: **[insert: date]**

Loan/Credit Number: **[insert: loan or credit number from IFB]**

IFB: **[insert: title and number of IFB]**

Contract: **[insert: name of System or Subsystem and number of Contract]**

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

Attention: **[insert: name and title]**

Dear Sir or Madam:

We hereby approve the Change Order for the work specified in Change Proposal No. **[insert: number]**, and agree to adjust the Contract Price, Time for Completion, and/or other conditions of the Contract in accordance with GCC Clause 39 of the Contract.

1. Title of Change: **[insert: name]**

2. Request for Change No./Rev.: **[insert: request number / revision]**

3. Change Order No./Rev.: **[insert: order number / revision]**

4. Originator of Change: **[select: Purchaser / Supplier; and add: name]**

5. Authorized Price for the Change:

Ref. No.: **[insert: number]**

Date: **[insert: date]**

[insert: amount in foreign currency A] plus **[insert: amount in foreign currency B]** plus
[insert: amount in foreign currency C] plus **[insert: amount in local currency]**

6. Adjustment of Time for Achieving Operational Acceptance: **[insert: amount and description of adjustment]**

7. Other effects, if any: **[state: "none" or insert description]**

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: **[state: "Project Manager" or higher level authority in the Purchaser's organization]**

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: **[state "Supplier's Representative" or higher level authority in the Supplier's organization]**

8.6 Application for Change Proposal Form

(Supplier's Letterhead)

Date: **[insert: date]**

Loan/Credit Number: **[insert: loan or credit number from IFB]**

IFB: **[insert: title and number of IFB]**

Contract: **[insert: name of System or Subsystem and number of Contract]**

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

Attention: **[insert: name and title]**

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as a Change to the System.

1. Title of Change: **[insert: name]**
2. Application for Change Proposal No./Rev.: **[insert: number / revision]** dated: **[insert: date]**
3. Brief Description of Change: **[insert: description]**
4. Reasons for Change: **[insert: description]**
5. Order of Magnitude Estimation: **[insert: amount in currencies of the Contract]**

6. Schedule Impact of Change: ***[insert: description]***

7. Effect on Functional Guarantees, if any: ***[insert: description]***

8. Appendix: ***[insert: titles (if any); otherwise state "none"]***

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: ***[state: "Supplier's Representative" or higher level authority in the Supplier's organization]***

9 Pre-Bid Query Format

The pre-bid queries must be submitted in the following format:

Sl. No.	Name of the Bidder	Relevant section and clause	Query	Remark (if any)