



INSTITUTE OF HUMAN
VIROLOGY, NIGERIA

Quote Title: RFP_ Consultancy Services to Support Risk Mitigation in Preparation for 2024 Audit for SOW 3 - Data Model and Dashboard for Global Fund HIV/TB Implementation under GF N-THRIP Grant

Dear Sir / Madam:

We kindly request you to submit your proposal for the attached TOR.

*All proposals are to be submitted on your letter head paper.

Please take note of the following evaluation criteria pertaining to the work on above-mentioned service:

- ✓ Technical responsiveness/Full compliance to requirements and lowest price. The proposal that complies with all the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.
- ✓ IHVN reserves the right to evaluate the proposals on a line-by-line assessment of the above service quoted for.
- ✓ Service delivery terms are to be in accordance with the attached TOR.
- ✓ Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by IHVN. The unit price shall prevail, and the total price shall be corrected. If the consultant does not accept the final price based on IHVN's re-computation and correction of errors, his/her proposal will be rejected.
- ✓ After IHVN has identified the lowest price offer, IHVN will select a reasonable quotation of service cost that suggested to be all-inclusive (transportation costs and any other additional cost).
- ✓ At any time during the validity of the proposal, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by IHVN after it has received the proposal. At the time of award of Contract or Purchase Order, IHVN reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
- ✓ Prior to expiration of the period of proposal validity, IHVN shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the

Schedule of Requirements and Technical Specification and has offered the lowest price or the most reasonable price.

Technical Evaluation Criteria:

For all services listed in this RFP, the consultant will provide in his proposal:

A methodology and work plan that showcases the reviews, training, data gathering, testing of the dashboard etc. that the consultant plans to adopt in delivering the deliverables indicated in the attached TOR.

Preliminary Evaluation Criteria:

The organization/consultant should:

1. Demonstrate experience with implementing public health-related consultancies with verifiable documentary evidence.
2. The team should comprise staff with a background in data science, health informatics, public health, statistics, or other related disciplines with 3-5 years' work experience OR a master's degree and a minimum of 2 years work experience. Attach CV/Certificates of personnels as evidence.
3. Experience developing, implementing, integrating, and supporting public health data systems. Attach documentary evidence.
4. Experience in designing and developing interactive, user-friendly dashboards and hosting the same. Attach documentary evidence.
5. Experience working with a wide range of stakeholders at different levels.
6. Experience in project management from inception to completion. Attach copies of at least two past engagements with proof of satisfactory completion.
7. Capacity building and training support for data systems. Attach documentary evidence of training experience.
8. Ability to plan effectively and meet tight deadlines. Attach documentary evidence previous executed workplan.

IHVN Terms and Conditions:

- Consultant shall produce a banker's guarantee prior to a request for advance payment from the sum of N2.5m and above
- The services to be delivered shall meet agreed specification indicated on the contract.
- Contract sum shall be subject to deduction of 5% withholding tax.
- IHVN shall reserve the right to terminate any contract midway or after delivery of services/goods either for non-performance or non-compliance with specification, delivery time and any other terms of the contract.

Conditions for Release of Payment:

- Service/Goods offered shall be reviewed based on completeness and compliance of the proposal with the minimum specifications described in the contract and any other annexes providing details of IHVN requirements.
- IHVN will ordinarily effect payment within 2 to 3 weeks after receipt of the goods/services and on submission of payment documentation.

Fraud & Corruption, Gifts and Hospitality:

- ✓ IHVN strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of IHVN vendors and requires all bidders/vendors to observe the highest standard of ethics during the procurement process and contract implementation. IHVN's Anti-Fraud email: speakout@ihvnigeria.org can be reached at all times to report any foul play at any level.
- ✓ Bidders/vendors shall not offer gifts or hospitality of any kind to IHVN staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
- ✓ In pursuance of this policy, IHVN:
 - Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question.
 - Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing an IHVN contract.

All Bidders must adhere to the Global Fund Supplier Code of Conduct, which may be found at: https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf

Delivery Location:

IHVN Campus, 6th Floor, Cadastral Zone COO Plot 62, after BAZE University, Off CITEC Road, Abuja-NIGERIA.

RFP Deadline:

Funding Agency	➤ GF PPM Grant
Bid Start Date/ Time	13/05/2024 8:00 am
Bid Deadline Date/ Time	13/06/2024 10:00 am
Communications during the RFP Period	A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify IHVN via

	<p>email at the following address no later than 5 working days prior to the closing date for the submission of offers:</p> <p>Email for submissions of all queries: bids@ihvnigeria.org</p> <p>(Use subject: RE- Consultancy Services to Support Risk Mitigation in Preparation for 2024 Audit for SOW 3 - Data Model and dashboard for Global Fund HIV/TB Implementation under GF N-THRIP Grant.</p> <p>The Procurement Team at IHVN will respond in writing (via email only) to any request for clarification of the BID that it receives by the deadline indicated above. A consolidated document of IHVN's response to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders who have acknowledged the RFP.</p> <p>There shall be no individual presentation by or meeting with bidders until after the closing date. From the date of issue of this bid to the final selection, contact with IHVN officials concerning the bidding process shall not be permitted, other than through the submission of queries and/or through a possible presentation or meeting called for by IHVN, in accordance with the terms of this RFP.</p>
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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Introduction	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto. c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments
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	<p>thereto or deductions therefrom, as may be made pursuant to the Contract</p> <p>d) “Day” means calendar day</p> <p>e) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</p> <p>f) “GCC” means the General Conditions of Contract</p> <p>g) “Goods” means all the commodities, material, equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract</p> <p>h) “Purchaser’s Country” is the country specified in the SCC</p> <p>i) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC</p> <p>j) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract</p> <p>k) “BDS” means Bid Data Sheet</p> <p>l) “SCC” means Special Conditions of Contract.</p> <p>m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier</p> <p>n) “Supplier” means the person, private or government entity, or a combination of the above, who’s Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement</p> <p>o) “The Project Site, means the place named in the SCC.</p>
2. Contract Documents	2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
3. Fraud and Corruption	<p>3.1 IHVN requires compliance with the Institute’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the in section 2 above</p> <p>3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>
4. Interpretation	<p>4.1 If the context so requires it, singular means plural and vice versa</p> <p>4.2 INCOTERMS</p> <p>a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by INCOTERMS specified in the SCC</p> <p>b) The terms CPT and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce</p> <p>4.3 Entire Agreement</p>

	<p>The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.</p>
	<p>4.4 Amendment No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p>
	<p>4.5 Non waiver</p> <ul style="list-style-type: none"> a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived
	<p>4.6 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.</p>
5. Language	<p>5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern</p>
	<p>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.</p>
6. Joint Venture, Consortium or Association	<p>6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.</p>
7. Eligibility	<p>7.1 A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.</p>
	<p>7.2 All Goods and Related Services to be supplied under the Contract and financed by the Institute shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially</p>

	recognized article results that differs substantially in its basic characteristics from its components.
8. Notices	8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC . The term “in writing” means communicated in written form with proof of receipt.
	8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
9. Governing Law	9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the SCC .
	9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when as a matter of law or official regulations, the purchaser’s country prohibits commercial relations with that country.
10. Settlement of Disputes	10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract
	10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC .
	10.3 Notwithstanding any reference to arbitration herein, a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and b) the Purchaser shall pay the Supplier any monies due the Supplier.
11. Inspections and Audit by the Institute	11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs
	11.2 Supplier shall permit and shall cause its subcontractors and sub-consultants to permit, the Institute and/or persons appointed by the Institute to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Institute if requested by the Institute. The Supplier’s and its Subcontractors’ and sub-consultants’ attention is drawn to Institute’s right which provides, inter alia, that acts intended to materially impede the exercise of the Institute’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Institute’s prevailing sanctions procedures).
12. Scope of Supply	12.1 The Goods and Related Services to be supplied shall be as specified in the Technical Specifications.
13. Delivery and Documents	13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and

	Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC .
14. Supplier's Responsibilities	14.1 The Supplier shall supply all the Goods and Related Services included in the Technical Specification and the Delivery and Completion Schedule, as per GCC Clause 13.
15. Contract Price	15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the SCC .
16. Terms of Payment	16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC
	16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract
	16.3 Payments shall be made promptly by the Purchaser, but in no case later than ten (10) working days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
	16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.
	16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC , the Purchaser shall pay interest as specified in the SCC .
17. Taxes and Duties	17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country
	17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
	17.3 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.
18. Performance Security	18.1 If required as specified in the SCC , the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC
	18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	18.3 As specified in the SCC , the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC , or in another format acceptable to the Purchaser
	18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the

	Contract, including any warranty obligations, unless specified otherwise in the SCC .
19. Copyright	19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party
20. Confidential Information	<p>20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.</p> <p>20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract</p> <p>20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:</p> <ul style="list-style-type: none"> a) the Purchaser or Supplier need to share with the institutions participating in the financing of the Contract; b) now or hereafter enters the public domain through no fault of that party; c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality <p>20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof</p> <p>20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.</p>
21. Subcontracting	<p>21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract</p> <p>21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.</p>
22. Specifications and Standards	<p>22.1 Technical Specifications and Drawings:</p> <ul style="list-style-type: none"> a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Technical specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official

	<p>standards whose application is appropriate to the Goods' country of origin</p> <ul style="list-style-type: none"> b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Technical Specifications. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
<p>23. Packing and Documents</p>	<p>23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.</p>
<p>24. Insurance</p>	<p>24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.</p>
<p>25. Transportation and Incidental Services</p>	<p>25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified INCOTERMS.</p> <p>25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

	<p>25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services</p>
<p>26. Inspections and Tests</p>	<p>26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC</p> <p>26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection</p> <p>26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected</p> <p>26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection</p> <p>26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4</p> <p>26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.</p>
<p>27. Liquidated Damages</p>	<p>27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without</p>

	<p>prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.</p>
<p>28. Warranty</p>	<p>28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contra</p> <p>28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination</p> <p>28.3 Unless otherwise specified in the SCC the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier</p> <p>28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects</p> <p>28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the purchaser's feedback, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser</p> <p>28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the feedback, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>
<p>29. Patent Indemnity</p>	<p>29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and b) the sale in any country of the products produced by the Goods <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in</p>

	<p>association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract</p> <p>29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf</p> <p>29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing</p> <p>29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
<p>30. Limitation of Liability</p>	<p>30.1 Except in cases of criminal negligence or wilful misconduct:</p> <ul style="list-style-type: none"> 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 the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement
<p>31. Change in Laws and Regulations</p>	<p>31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been</p>

	<p>accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.</p>
32. Force Majeure	<p>32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure</p>
	<p>32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes</p>
	<p>32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
33. Change Orders and Contract Amendments	<p>33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; b) the method of shipment or packing; c) the place of delivery; and d) the Related Services to be provided by the Supplier
	<p>33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.</p>
	<p>33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services</p>
	<p>33.4 Value Engineering: The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:</p> <ul style="list-style-type: none"> a) the proposed change(s), and a description of the difference to the existing contract requirements; b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and c) a description of any effect(s) of the change on performance/functionality

	<ul style="list-style-type: none"> • The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that: <ul style="list-style-type: none"> ✓ accelerates the delivery period; or ✓ reduces the Contract Price or the life cycle costs to the Purchaser; or ✓ improves the quality, efficiency or sustainability of the Goods; or ✓ yields any other benefits to the Purchaser without compromising the necessary functions of the Facilities. <p>If the value engineering proposal is approved by the Purchaser and results in:</p> <ol style="list-style-type: none"> a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price
	<p>33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<p>34. Extensions of Time</p>	<p>34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract</p> <p>34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1</p>
<p>35. Termination</p>	<p>35.1 Termination for default</p> <ol style="list-style-type: none"> a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part: <ol style="list-style-type: none"> i. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; ii. if the Supplier fails to perform any other obligation under the Contract; or iii. if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in GCC, in competing for or in executing the Contract b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier

	<p>shall continue performance of the Contract to the extent not terminated</p>
	<p>35.2 Termination for Insolvency The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser</p>
	<p>35.3 Termination for Convenience</p> <ul style="list-style-type: none"> a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: <ul style="list-style-type: none"> i. to have any portion completed and delivered at the Contract terms and prices; and/or ii. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
<p>36. Assignment</p>	<p>36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.</p>
<p>37. Export Restriction</p>	<p>37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the funding agency that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.</p>