



Institutional and Sector Modernisation Facility



## ICT Standards

# ICT Tender Document

Document number: ISMF-ICT/3.14  
Version: 1.00

# 1 Document control

## 1.1 List of Abbreviations

Abbreviation	Description
CBS	Central Bureau for Statistic
CSC	Citizen Service Centre
CBoS	Central Bank of Syria
CHoI	Chambers of Industry
DP	Directorate of Prices
DSP	Directorate of Statistics & Planning
DI	Directorate of Information
DES	Directorate of Economic Statistics
DFTP	Directorate of Foreign Trade & Prices
DNA	Directorate of National Accounts
E-Gov	E-Government
ISMF	Institutional and Sector Modernisation Facility
MoCT	Ministry of Communications and Technology
MoAg	Ministry of Agriculture
MoEI	Ministry of Electricity
MoET	Ministry of Economy and Trade
MoF	Ministry of Finance
Mol	Ministry of Industry
MoP	Ministry of Petroleum
MoT	Ministry of Transport
NISFED	National Information System For Economic Development
PICU	Project Implementation and Coordination Unit (from ISMF)
PMO	Office of the Prime-Minister
SCS	Syrian Computer Society
SPC	State Planning Commission
STE	Syrian Telecommunications Establishment
TOR	Terms Of Reference
TFIP	Task Force Industrial Policy

## **1.2 Purpose of this Document**

The purpose of this document is to provide basic templates for the tender documents that will be used in ICT tenders. The structure of the typical tender document (with its modifications within the ICT area) will be fully described and where possible the contents will be cited.

## 2 Introduction

An important step for applying certain policies and standards is to incorporate them in tender documents that will carry them to the ensuing projects. Projects that will be based on those tenders will inevitably follow the embedded policies and standards (as it will be a prerequisite for bidding to the tender)

Therefore after defining all standards and policies it is imperative to design the method that will apply them to the projects; the latter directly lead to properly structured tenders. Those will enforce the application of policies and standards and at the same time will safeguard the success of the implementation of the projects.

### 2.1 Purpose

The purpose of this document is to provide basic templates for the tender documents that will be used in ICT tenders. The structure of the typical tender document (with its modifications within the ICT area) will be fully described and where possible the contents will be cited.

### 2.2 Objectives

The objectives of the document are to provide

- Logical structure that will accommodate all ICT tenders
- Practical templates for all parts of a typical ICT tender
- Full content of certain parts of a typical tender that will remain unchanged (or with minor modification)
- “Sockets” in the tender structure for applying standards and policies.

### 2.3 Audience

The primary audience is comprised of the purchasing departments’ staff of public organizations and institutions in Syrian Arab Republic who are responsible for the tendering process (from the tender initiation to the signing of the contracts).

### 2.4 Assumptions

It is assumed that the readers of the document are aware and have knowledge of

- The ISMF-ICT Standards and policies derived from other documents of the current project.
- Legal framework that stands on tender procedures in the Syrian Arab Republic. More specifically terms, definitions and procedures of Law 51/ 24.11.2004 and Law 450/9.12.2004 are referenced and considered current standard.
- Purchasing procedures that includes project specification, tender creation, bidding process, contract formation, project implementation and closure.

### 2.5 Other Standards

All ICT Standards as described in the relative documents and especially:

- ICT Planning and Analysis;
- ICT Acceptance Procedures;
- ICT Project Management;
- Systematic Assessment of Existing Systems;

## 3 Overview

### 3.1 Tender Process

The present document deals with the tender document and its typical structure. However it is helpful for the reader to comprehend the entire tender process; hence a simplified representation is depicted in Figure 1.

It should be noted that the presented tender process in Figure 1 and the methodological approach for structuring the tender document correspond to the Tender method for the Public Purchases as defined in the Article 2, item (2) of Law 51/ 24.11.2004; all other methods (Direct purchase, Call for offers, Contest, Consensual –direct- contract and Entrusted execution of works) are not considered.

Part or the complete suggested structure can be applied in any of the other methods although certain components of the complete document set do not have reason to exist in certain methods (i.e. in Entrusted execution the contractor is not evaluated)

The task of the Tender process that will be examined in detail and further elaborated is the ***Prepare Tender Document***.

### 3.2 “Prepare Tender Document” process

The ***Prepare Tender Document*** process is presented in Figure 3; certain activities and steps are indicatively presented there, that finally “produce” the Tender Document. The ensuing Tender Document has a typical structure that is depicted in Figure 4.

The following should be noted:

- Certain parts of the Tender Document have the same structure and contents no matter what the tender will deal with; hence less effort is required to produce such parts as most of the time “cut and paste” actions will be enough. The ***General Terms Book***, the ***Instructions to Tenderers*** and the ***Annexes*** parts of the ***Specific Terms Book*** are such sections.
- The structure of the ***Terms of Reference*** part will significantly differ per case depending on the subject of the tender; hereafter and for the convenience of the approach two main categories are distinguished:
  - ***Services*** which include all services to assist the beneficiary in the areas of Information Technology and Communication such as consulting, project management, training etc.
  - ***Information Systems*** which include services to perform related to implementation of Information Technology and Communication systems such as ***software***-design, implementation, installation, training etc., ***hardware***-specifications, installation, training etc. and ***integrated information systems*** installation, implementation, training etc.

The ***Terms of Reference*** contain all Legal, Financial and Technical specifics of the tender document and requires the major effort of the whole process as it is apparently depicted in Figure 3.

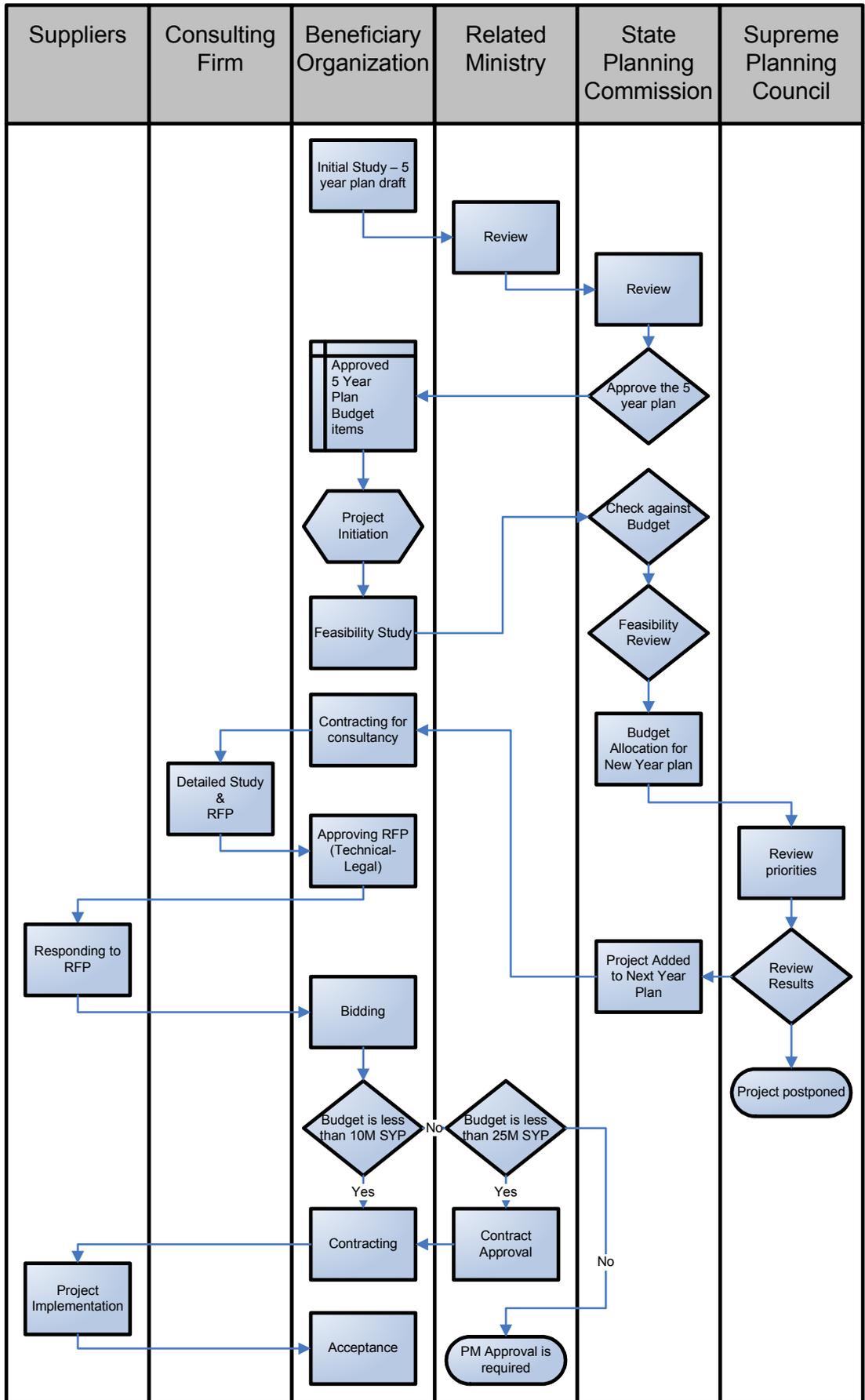


Figure 1: Cross Functional diagram for ICT purchasing in the Syrian Public Sector

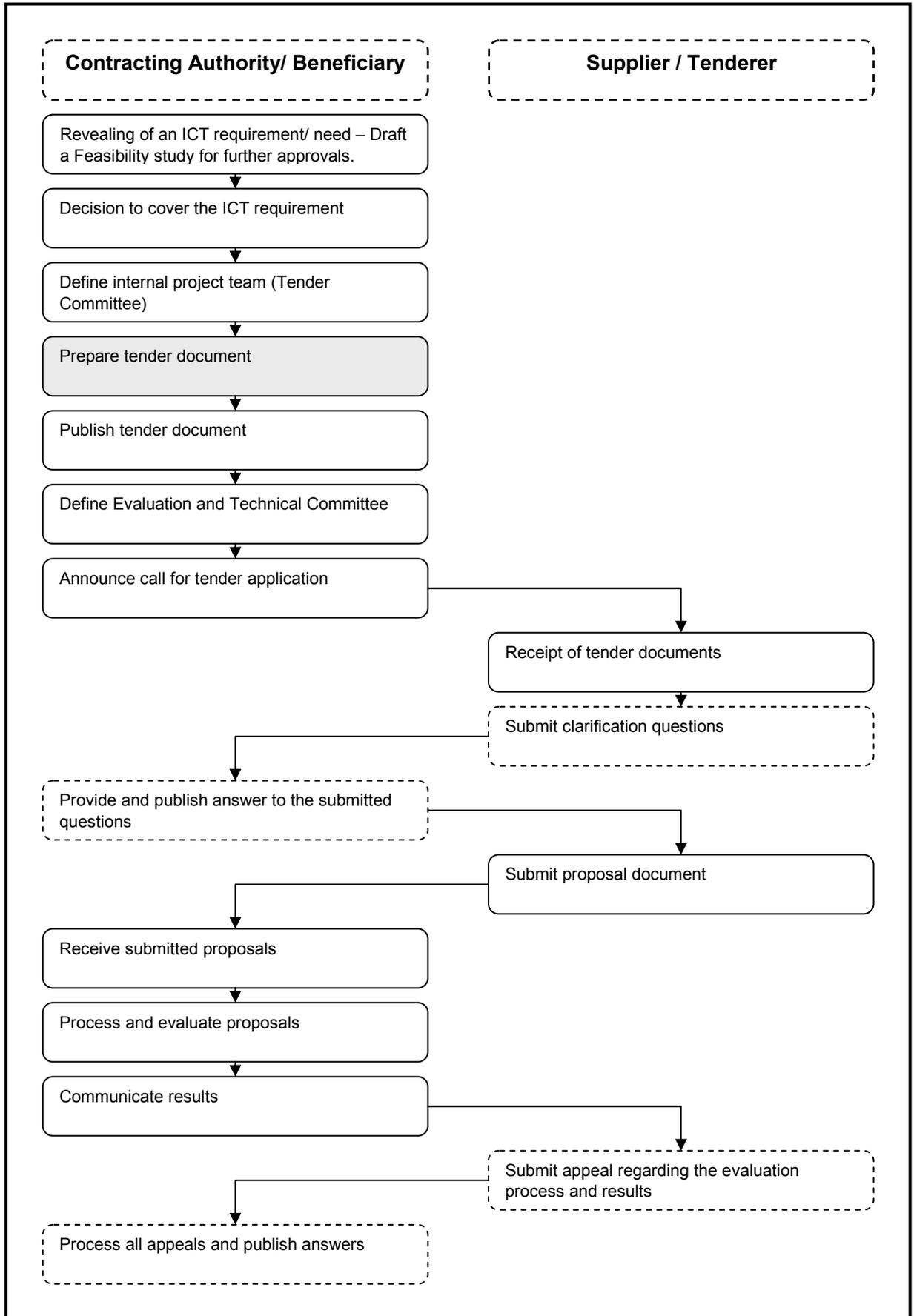


Figure 2: Simplified schematic representation of the tender process

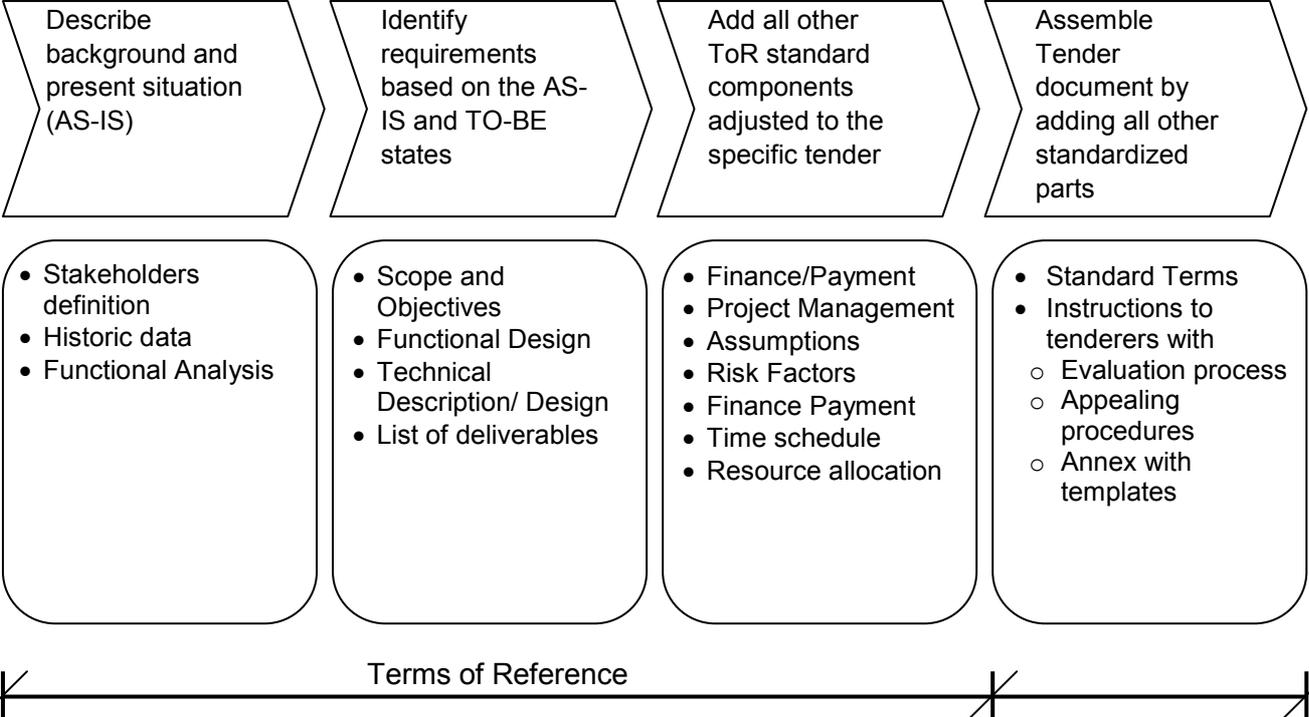
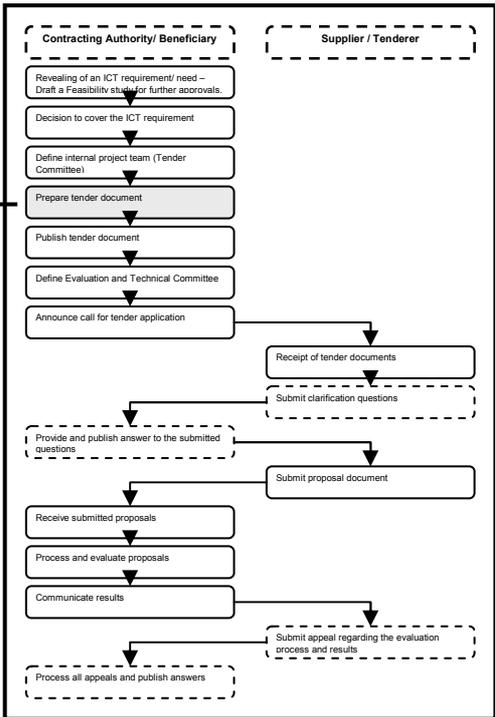


Figure 3: Schematic representation of Prepare Tender Document process

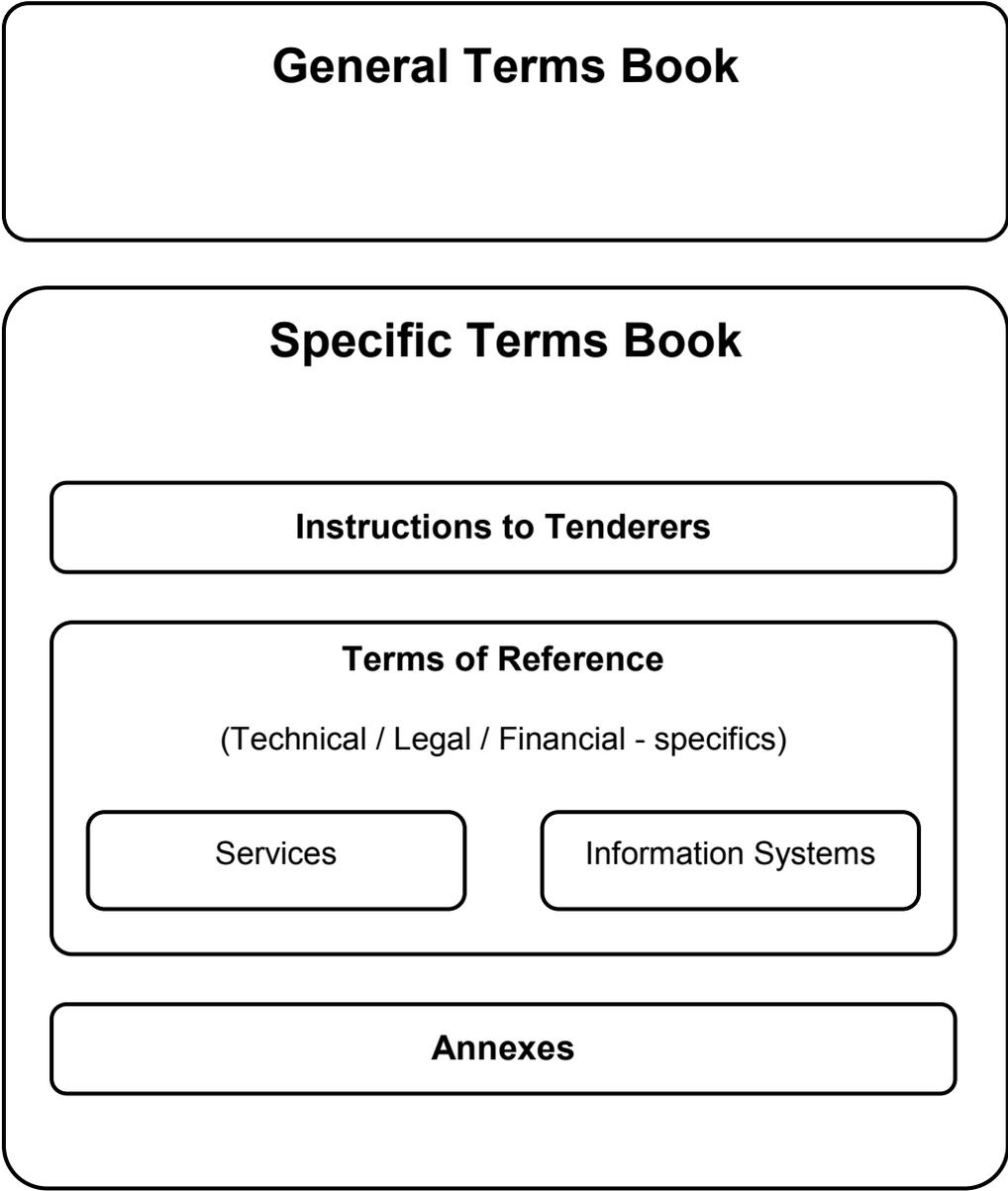


Figure 4: Conceptual approach to Tender Document Structure

- ❑ Finally the **Annexes** section of the Specific Terms Book contain several templates (such as Financial Guarantees, Notification forms and letters, formal forms etc) which could be selectively used in the above related tenders without modifying them (just selecting the appropriate ones and inserting them into the final book).

### **3.3 Assumptions**

The tender document structure was developed under the following assumptions regarding the tender:

- ❑ It concerns contracts and projects that will be performed in Syria;
- ❑ Tenderers could be international and/or local that is to say Syria based tenderers;
- ❑ Contracting Authority may be different or the same entity to the Beneficiary;
- ❑ The Contracting Authority is the funding party in the final contract;

## **ANNEX I**

# 1 General Terms Book

## 1.1 Definitions

### 1.1.1 Article 1 - Definitions and Conventions

- If this contract is signed in more than one language, the Arabic version prevails in the event of inconsistencies between the different language versions.
- The headings and titles in these General Conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the Contract.
- The following definitions apply to the contract.

**Administrative Authority:** The competent officer(s) or branch of the Contracting Authority responsible for managing the contract and monitoring its implementation on behalf of the Contracting Authority, or person(s) or entity specifically appointed by the Contracting Authority to the above task, or the disbursing officer, as defined in Article 1.A.2 of Law No. 51/2004.

**Administrative order:** any written or oral instruction or order issued by the Administrative Authority, the Project Sponsor or the Project Manager, within the framework of their competence, to the Contractor regarding the performance of the services, without prejudice to the particular provisions of Law No. 51/2004 regarding the competence of the disbursing officer, as the term is defined in article 1.A.2 of the said law.

**Beneficiary organization:** the organization or public service that benefits from the implementation of the contract.

**Budget breakdown:** the schedule, which breaks down the contract value, defining the individual price for each of the services and/or products offered, as well as including provision for incidental expenses, if applicable.

**Cashflow forecast:** the Contractor's estimate of the contract payment stages, in conjunction with the progress of the project and completion of the relevant project stages.

**Clearance:** The amount of expenditure incurred in accordance with the Contract which the Contracting Authority, after examination of the expenditure verification report, accepts for deduction from the sum total of pre-financing under the Contract

**Contractor:** the party which contracts to implement the contract.

**Contract:** the signed agreement entered into by the parties for the performance of the services, including all attachments thereto and all documents incorporated therein, including these General Conditions.

**Contracting Authority:** the organization/ public service/ governmental institution on behalf of which the contract is concluded with the Contractor.

**Contract value or amount:** the amount stated in Article 1 of the Instructions to tenderers part of the Specific Terms Book.

**Day:** calendar day.

**Delivery Committees:** committees set up by the Contracting Authority with the task to verify the proper delivery of the services or products by the Contractor, in accordance with the contract.

**Foreign currency:** in the case of an international tender, the currency, other than the Syrian pound, in which the Contracting Authority may require that offers are submitted and payments made.

**General damages:** the sum, not stated previously in the contract, which is awarded by a court or arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

**Global price contract:** a contract under which the services are performed for an all-inclusive fixed price.

**Liquidated damages:** the compensation stated in the contract as being payable by one contracting party to the other for failure to perform the contract or part thereof.

**Month:** calendar month.

**National currency:** the Syrian Pound.

**Project:** the project in relation to which the services are to be provided under the contract.

**Project Manager:** the person or nominated committee responsible for the day-to-day implementation and monitoring of the contract on behalf of the Contracting Authority.

**Project Sponsor:** the person or nominated committee specifically appointed by the Contracting Authority to manage the contract and monitor its implementation on behalf of the Contracting Authority

**Services and products:** activities to be performed by the Contractor under the contract such as technical assistance, studies, training, software design and implementation, system integration, Information Technology or/and Communication hardware purchase, set-up and installation etc. as defined in the Terms of Reference.

**Terms of reference:** the document contained in the Specific Terms Book and is drawn up by the Contracting Authority giving the definition of its requirements and/or the objectives in respect of the provisions of services, specifying, where relevant, the methods and resources to be used by the Contractor and/or the results to be achieved by it.

**Time limits:** those periods in the contract which shall begin to run from the day following the act or event which serves as the starting point for those periods. Should the last day of the period fall upon a non-working day, the period shall expire at the end of the first working day following the last day of the period.

### 1.1.2 Article 2 - Notices and Written Communication

Whenever there is a deadline for the receipt of a written communication, the sender should ask for an acknowledgement of receipt of its communication. In any event, the sender shall take all the necessary measures to ensure timely receipt of the communication.

Any notice, consent, approval, certificate or decision by any person required under the contract shall be in writing, unless otherwise specified, and shall not be unreasonably withheld or delayed.

Any oral instructions or orders shall be confirmed in writing.

### 1.1.3 Article 3 – Assignment

An assignment is any agreement by which the Contractor transfers its contract or part thereof to a third party.

The Contractor shall not, without the prior written consent of the Contracting Authority, assign the contract or any part thereof, or any benefit or interest hereunder.

The approval of an assignment by the Contracting Authority shall not relieve the Contractor of its obligations for the part of the contract already performed or the part not assigned.

Assignees must satisfy the eligibility criteria applicable to the award of the contract.

### 1.1.4 Article 4 - Sub-contracting

Any agreement by which the Contractor entrusts performance of a part of the services to a third party is considered to be a sub-contract. Unless the Contractor specifies in its offer which part of the contract services and to which person or legal entity it intends to sub-contract or unless the Contractor is required to do so, the following shall apply:

The Contractor must seek the prior written authorization of the Contracting Authority before entering into a sub-contract. This authorization will be based on the services to be sub-contracted and the identity of the intended sub-contractor. The Contracting Authority shall, with due regard to the provisions of Article 2, within 30 days of receipt of the notification, notify the Contractor of its decision, stating reasons, should it withhold such authorization.

No sub-contract can create contractual relations between any sub-contractor and the Contracting Authority.

The Contractor shall be responsible for the acts, defaults and negligence of its sub-contractors and their experts, agents or employees, as if they were the acts, defaults or negligence of the Contractor, its experts, agents or employees. The approval by the Contracting Authority of the sub-contracting of any part of the contract or of the engagement by the Contractor of sub-contractors to perform any part of the services shall not relieve the Contractor of any of its obligations under the contract.

If a sub-contractor is found by the Contracting Authority or the Project Sponsor to be incompetent in discharging its duties, the Contracting Authority or the Project Sponsor may request the Contractor forthwith, either to provide a sub-contractor with qualifications and experience acceptable to the Contracting Authority as a replacement, or to resume the performance of the services itself.

Sub-contractors must satisfy the eligibility criteria applicable to the award of the contract. Those services entrusted to a sub-contractor by the Contractor cannot be entrusted to third parties by the sub-contractor.

Any change of sub-contractor without the prior written consent of the Contracting Authority shall be considered to be a breach of contract.

## **1.2 Obligations of the Contracting Authority**

### **1.2.1 Article 5 - Supply of Information**

The Contracting Authority shall supply the Contractor promptly with any information and/or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to the Contracting Authority at the end of the period of execution of the contract.

The Contracting Authority shall as far as possible co-operate with the Contractor to provide information that the latter may reasonably request in order to perform the contract.

### **1.2.2 Article 6 - Assistance with regulations of Syria**

The Contractor may request the assistance of the Contracting Authority to obtain copies of laws, regulations, and information on local customs, orders or by-laws of Syria, which may affect the Contractor in the performance of its obligations under the contract. The Contracting Authority may charge the Contractor for such assistance, which would be provided at the Contractor's own expense.

Subject to the provisions of the laws and regulations on foreign labor in Syria, the Contracting Authority shall make every effort to facilitate the procurement by the Contractor of all required visas and permits, including work and residence permits, for the personnel whose services the Contractor and the Contracting Authority consider necessary as well as residence permits for their families.

The Contracting Authority shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the services.

The Contractor shall respect internationally agreed core labor standards, e.g. the ILO core labor standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labor, elimination of discrimination in respect of employment and occupation, and the abolition of child labor.

## **1.3 Obligations of the Contractor**

### **1.3.1 Article 7 - General Obligations**

The Contractor shall respect and abide by all laws and regulations in force in Syria and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, its employees and their dependants of such laws and regulations.

The Contractor shall perform the services under the contract with due care, efficiency and diligence, in accordance with the best professional practice.

The Contractor shall comply with administrative orders given by the Administrative Authority, the Project Sponsor, or the Project Manager. Where the Contractor considers that the requirements of an administrative order go beyond the authority of the Administrative Authority, the Project Sponsor, or the Project Manager or of the scope of the contract, it shall, on pain of being time-barred, notify the Project Sponsor, explaining its opinion, within 15 days after receipt thereof. Execution of the administrative order shall not be suspended because of this notice.

The Contractor shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority or the Project Sponsor after consultation with the Contracting Authority. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Contracting Authority shall be final.

If the Contractor is a consortium of two or more persons, all such persons shall be jointly and severally bound to fulfill the terms of the contract. The person designated by the consortium to act on its behalf for the purposes of this contract shall have the authority to bind the consortium.

Any alteration of the composition of the consortium without the prior written consent of the Contracting Authority shall be deemed to be a breach of contract.

### **1.3.2 Article 8 - Code of Conduct**

The Contractor shall at all times act loyally and impartially and as a faithful adviser to the Contracting Authority, in accordance with the rules and/or code of conduct of its profession as well as with appropriate discretion. It shall, in particular, refrain from making any public statements concerning the project or the services without the prior approval of the Contracting Authority, and from engaging in any activity which conflicts with its obligations towards the Contracting Authority under the contract. It shall not commit the Contracting

Authority in any way whatsoever without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

For the period of execution of the Contract, the Contractor and its personnel shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in Syria.

If the Contractor or any of its sub-contractors, personnel, agents or servants offers to give or agrees to offer or to give or gives to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the Contract or any other contract with the Contracting Authority, then the Contracting Authority may terminate the contract, without prejudice to any accrued rights of the Contractor under the Contract.

The payments to the Contractor under the Contract shall constitute the only income or benefit it may derive in connection with the Contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the Contract.

The Contractor shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the contract or the project, without the prior written consent of the Contracting Authority.

The Contractor and its staff shall maintain professional secrecy, for the duration of the contract and after completion thereof. In this connection, except with the prior written consent of the Contracting Authority, neither the Contractor nor the personnel employed or engaged by it shall at any time communicate to any person or entity any confidential information disclosed to them or discovered by them, or make public any information as to the recommendations formulated in the course of or as a result of the services or supply of products. Furthermore, they shall not make any use prejudicial to the Contracting Authority, of information supplied to them and of the results of studies, tests and research carried out in the course and for the purpose of performing the Contract.

The execution of the Contract shall not give rise to unusual commercial expenses. If such unusual commercial expenses emerge, the Contract will be terminated and/or the Contractor may be excluded from participating in future tender procedures in the Syrian Arab Republic. Unusual commercial expenses are commissions not mentioned in the Contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. The Contractor shall supply to the Contracting Authority on request supporting evidence regarding the conditions in which the contract is being executed. The Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

### **1.3.3 Ethics clause**

Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties.

The tenderer must not be affected by any potential conflict of interest and shall have no particular link with other tenderers or parties involved in the project.

The Contracting Authority reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process.

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses.

Failure to comply with one or more of the ethics clauses may result in the exclusion of the tenderer or contractor from other Syrian Arab Republic contracts and in penalties.

#### **1.3.4 Article 9 - Conflict of Interest**

The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified in writing to the Contracting Authority without delay.

The Contracting Authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Contractor shall ensure that its staff, including its management, are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article 7, the Contractor shall replace, immediately and without compensation from the Contracting Authority, any member of its staff exposed to such a situation.

The Contractor shall refrain from any contact which would compromise its independence or that of its personnel. If the Contractor fails to maintain such independence, the Contracting Authority may, without prejudice to compensation for any damage which it may have suffered on this account, terminate the contract forthwith, without giving formal notice thereof. The Contractor shall after the conclusion or termination of the contract, limit its role in connection with the project to the provision of the services or supply of products. Except with the written permission of the Contracting Authority, the Contractor and any other Contractor, contractor or supplier with whom the Contractor is associated or affiliated shall be disqualified from the execution of works, supplies or other services for the project in any capacity, including tendering for any part of the project.

#### **1.3.5 Article 10 - Administrative and Financial Penalties**

Without prejudice to the application of penalties laid down in the Contract, if the Contractor has been guilty of making false declarations or has been found to have seriously failed to meet its contractual obligations in an earlier procurement procedure, it shall be excluded from the award of contracts and grants financed by the Syrian Government (or all Syrian Public Organization, Ministries and Institutions) for a maximum period of five years, following a decision of the Minister to whom the Contracting Authority is subject to.

#### **1.3.6 Article 11 - Specifications and Designs**

The Contractor shall prepare all specifications and designs using accepted and generally recognized systems acceptable to the Contracting Authority and taking into account the latest design criteria.

The Contractor shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for the project are prepared on an impartial basis so as to promote competitive tendering.

### **1.3.7 Article 12 – Indemnification**

At its own expense, the Contractor shall indemnify, protect and defend, the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Contractor in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trade marks and other forms of intellectual property such as copyrights.

At its own expense, the Contractor shall indemnify, protect and defend the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damages arising out of the Contractor's performance of the contract provided that:

- a) the Contractor is notified of such actions, claims, losses or damages not later than 30 days after the Contracting Authority becomes aware of them;
- b) the ceiling on the Contractor's liability to the Contracting Authority shall be limited to an amount equal to the contract value, and such ceiling shall not apply to any losses or damages caused to third parties by the Contractor or by the Contractor's willful misconduct;
- c) the Contractor's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

At its own expense, the Contractor shall, upon request of the Contracting Authority, remedy any defect in the performance of the services and/or provision of products in the event of the Contractor's failure to perform its obligations under the contract.

The Contractor shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- a) the Contracting Authority omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Contractor, or requiring the Contractor to implement a decision or recommendation with which the Contractor disagrees or on which it expresses a serious reservation; or
- b) the improper execution of the Contractor's instructions by agents, employees or independent Contractors of the Contracting Authority.

The Contractor shall remain responsible for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract.

### **1.3.8 Cost of bids**

No costs incurred by the tenderer in preparing and submitting the tender shall be reimbursable. All such costs shall be borne by the tenderer. In particular, if proposed experts were interviewed, all cost shall be borne by the tenderer.

### **1.3.9 Article 13 - Medical, Insurance and Security Arrangements**

The Contractor's employees, experts and/or agents do not have any contractual or employment relationship with the Contracting Authority and, therefore, any obligations against the said persons, stemming from applicable labour or social security legislation burden and are the sole responsibility of the Contractor, the Contracting Authority being under no relevant liability.

The Contractor shall put in place appropriate security measures for its employees, experts and/or agents located in Syria and will be responsible for addressing any physical risk they

may face. The Contracting Authority assumes no responsibility and is under no liability for any damage caused to or incurred by the said persons, on account of inappropriate security measures or exposure to physical risk.

### **1.3.10 Article 14 – Ownership of Tenders /Intellectual and Industrial Property Rights**

The Contracting Authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers have no right to have their tenders returned to them. All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract shall be the property of the Contracting Authority, to the maximum extent possible under applicable law, unless otherwise specified in the Contract. The Contractor shall, upon completion of the Contract, deliver all such documents and data to the Contracting Authority. The Contractor may not retain copies of such documents and data and shall not use them for purposes unrelated to the Contract without the prior written consent of the Contracting Authority.

The Contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting Authority, without the prior written consent of the Contracting Authority.

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be the property of the Contracting Authority, to the maximum extent possible under applicable law. The Contracting Authority may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where intellectual or industrial property rights already exist. However, the Contracting Authority may not use such works outside the scope of the particular project and/or commercially exploit them.

## **1.4 Nature of the Contract**

### **1.4.1 Article 15 - The Scope of the Services**

The scope of the services is specified in the Terms of Reference part of the Specific Terms Book of the Tender.

Where the contract is for an advisory function for the benefit of the Contracting Authority and/or Project Sponsor in respect of all the technical aspects of the project which may arise out of its execution, the Contractor shall not have decision-making responsibility.

Where the contract is for management of the execution of the project, the Contractor shall assume all the duties of management inherent in supervising the execution of a project, subject to the Project Sponsor 's authority.

If the Contractor is required to prepare a tender dossier, the dossier shall contain all documents necessary for consulting suitable Contractors, manufacturers and suppliers, and for preparing tender procedures with a view to carrying out the works or providing the supplies or services covered by an invitation to tender. The Contracting Authority shall provide the Contractor with the information necessary for drawing up the administrative part of the tender dossier.

### **1.4.2 Article 16 - Personnel and Equipment**

The Contractor must specify in its offer all personnel which the Contractor intends to use for the implementation of the Contract. The Contractor shall specify the minimum level of training,

qualifications and experience of the personnel and, where appropriate, the specialization required.

All those working on the project with the approval of the Contracting Authority shall commence their duties on the date or within the period laid down in the Terms of Reference, or, failing this, on the date or within the periods notified to the Contractor by the Contracting Authority or the Project Sponsor.

Save as otherwise provided in the Specific Terms Book, those working on the contract shall reside close to their place of work.

The Contractor shall adopt all measures necessary to provide and continue to provide its staff with the equipment and backup required to enable them to carry out their specified duties efficiently.

#### **1.4.3 Article 17 - Replacement of Personnel**

The Contractor shall not make changes to the agreed personnel without the prior written approval of the Contracting Authority. The Contractor must on its own initiative propose a replacement in the following cases:

- a) In the event of death, in the event of illness or in the event of accident of a member of staff.
- b) If it becomes necessary to replace a member of staff for any other reasons beyond the Contractor's control (e.g. resignation, etc.).

Moreover, in the course of performance, and on the basis of a written and justified request, the Contracting Authority can ask for a replacement if it considers that a member of staff is inefficient or does not perform its duties under the contract.

Where a member of staff must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid to the replacement cannot exceed that received by the member of staff who has been replaced. Where the Contractor is unable to provide a replacement with equivalent qualifications and/or experience, the Contracting Authority may either decide to terminate the contract, if the proper performance of it is jeopardized, or, if it considers that this is not the case, accept the replacement, provided that there will be no increase in the relevant budget.

Additional costs incurred by the replacement of staff are the responsibility of the Contractor. Where the expert is not replaced immediately and it is some time before the new expert takes up its functions, the Contracting authority may ask the Contractor to assign to the project a temporary expert pending the arrival of the new expert, or to take other measures to compensate for the temporary absence of the missing expert. Whatever the case may be, the Contracting Authority makes no payment for the period of the expert's or his/her replacement's absence.

#### **1.4.4 Article 18 – Trainees**

If required in the Terms of Reference, the Contractor shall provide training for the period of execution of the contract for trainees assigned to it by the Contracting Authority under the terms of the Contract.

Instruction by the Contractor of such trainees shall not confer on them the status of employees of the Contractor. However, they must comply with the Contractor's instructions, and with the provisions of Article 8, as if they were employees of the Contractor. The Contractor may on reasoned request in writing obtain the replacement of any trainee whose work or conduct is unsatisfactory.

Unless otherwise provided in the Contract, remuneration for trainees and travel, accommodation and all other expenses incurred by the trainees, shall be borne by the Contracting Authority.

The Contractor shall report at quarterly intervals to the Contracting Authority on the training assignment. Immediately prior to the end of the period of execution of the Contract, the Contractor shall draw up a report on the result of the training and an assessment of the qualifications obtained by the trainees with a view to their future employment. The form of such reports and the procedure for presenting them shall be as laid down in the terms of reference.

## **1.5 Performance of the Contract**

### **1.5.1 Article 19 - Delays in performance**

If the Contractor does not perform the services / supply the products within the period of execution specified in the contract, the Contracting Authority shall, following formal notice to the Contractor by the Administrative Authority and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of execution specified in the Contract and the actual end of the period of execution.

The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of execution.

If these liquidated damages exceed more than 20% of the contract value, the Administrative Authority may, following formal notice to the Contractor:

- a) terminate the contract; and
- b) complete the services/supply of products at the Contractor's own expense.

For the purpose of deciding whether the delays in performance are to be attributed to the Contractor, the procedure enshrined in article 53 of Law No. 51/2004 shall apply.

### **1.5.2 Article 20 - Amendment of the contract**

Unless otherwise specified in the Specific Terms, substantial modifications to the Contract, including modifications to the scope of the Contract and/or total contract amount, must be made by means of an addendum, provided that the modifications entail an increase or decrease of over 25% of the total contract amount. Alternatively, the Contracting Authority can resort to the conclusion of a new contract. If the request for an amendment comes from the Contractor, the latter must submit such a request to the Administrative Authority at least 30 days before the amendment is intended to enter into force, except in cases which are duly substantiated by the Contractor and accepted by the Administrative Authority.

Notwithstanding the above, where the amendment does not affect the basic purpose of the Contract and/ or the agreed quantities of the contract services and/or products are increased or decreased by not more than 30% per each contract item, the Administrative Authority shall have the power to order any variation to any part of the services necessary for the proper execution of the Contract, without resorting to an addendum, provided, further, that such variations should not exceed 25% of the total contract amount. Such variations may include additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timing of performance of the services/supply of products.

No such order for a variation may imply any extension of the period of execution.

Prior to any administrative order for variation, the Administrative Authority shall notify the Contractor of the nature and form of such variation. As soon as possible, after receiving

such notice, the Contractor shall submit to the Administrative Authority a written proposal containing:

- a) a description of the service to be performed or the measures to be taken and a programme for execution; and
- b) any necessary modifications to the programme of performance or to any of the Contractor's obligations under the contract;

Following the receipt of the Contractor's proposal, the Administrative Authority shall decide as soon as possible whether or not the variation shall be carried out. If the Administrative Authority decides that the variation shall be carried out it shall issue the administrative order stating that the variation shall be carried out under the conditions given in the Contractor's proposal or as modified by the Administrative Authority.

On receipt of the administrative order requesting the variation, the Contractor shall proceed to carry out the variation and be bound by these General Conditions in so doing as if such variation were stated in the contract.

The Contracting Authority shall give written notification to the Contractor of the name and address of the Administrative Authority, the Project Sponsor and the Project Manager. The Contractor shall give written notification to the Contracting Authority of the name and address of its contact and bank account for the Contract. If certain notification forms are included or stated in the Terms of Reference then the Contractor must use those forms for notification or modification of its bank account. The Contracting Authority shall have the right to oppose the Contractor's choice of bank account.

All payments made by the Contracting Authority into the bank account specified in the contract will have liberating effect.

No amendment shall be made retroactively. Any change to the contract which has not been made in the form of an administrative order or an addendum or in accordance with the above shall be considered null and void.

If applicable, the Contracting Authority may, within 10 days as from the date the contract is signed, may request that the Contractor updates the products/software described in its offer, without altering the requested price.

### **1.5.3 Article 21 - Working Hours**

The days and hours of work of the Contractor or the Contractor's personnel in Syria shall be fixed on the basis of the laws, regulations and customs of Syria and the requirements of the services.

### **1.5.4 Article 22 - Leave Entitlement**

Any leave taken by the Contractor's personnel shall not affect the appropriate and timely execution of the Contract. At any rate, the number of man-days prescribed by the Contract must be kept, without any alteration to the Contract's time-frame.

### **1.5.5 Article 23 – Information**

The Contractor shall furnish the Project Manager or any person authorised by the Contracting Authority with any information relating to the services and the project as the Project Manager may at any time request.

### **1.5.6 Article 24 – Records**

The Contractor shall keep full accurate and systematic records and accounts in respect of the services/products in such form and detail as is sufficient to reflect the progress of the project and establish accurately the number of working days/process of supply of products and, if applicable, that the actual incidental expenditure identified in the Contractor's invoice(s) have been duly incurred for the performance of the services.

Such records are to be deemed as confidential and must be kept for a 7-year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for incidental expenditure. Failure to maintain such records constitutes a breach of contract and will result in the termination of the contract. The Contractor shall permit the Project Manager or any person authorized by the Contracting Authority or the Contracting Authority itself, to inspect or audit, the records and accounts relating to the services and to make copies thereof both during and after provision of the services.

#### **1.5.7 Article 25 – Verification by Government Bodies**

The Contractor will allow the Syrian Governmental Audit Institutions or Organizations specified by the Contracting Authority to verify, by examining the documents by means of on-the-spot checks of original documents, the implementation of the project and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. These inspections may take place up to 7 years after the final payment.

Furthermore, the Beneficiary will allow Syrian Anti-Fraud related organizations or institution as specified by the Contracting Authority to carry out checks and verification on the spot in accordance with the procedures set out in Syrian legislation for the protection of the financial interests of the Syrian Government and the Syrian State against fraud and other irregularities. To this end, the Contractor undertakes to give appropriate access to staff or agents of the above specified bodies to the sites and locations at which the Contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to the above specified bodies shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination. The Contractor must inform the Contracting Authority of their precise location.

#### **1.5.8 Article 26 – Interim and Final report**

The Contractor must draw up interim reports and a final report during the period of execution of the Contract. These reports shall consist of a narrative section and, if applicable, a financial section. The format of such reports is as notified to the Contractor by the Project Manager during the period of execution of the Contract.

All invoices must be accompanied by an interim or final report. The structure of the interim or final financial report shall be the same as that of the contractually approved budget. This financial report shall indicate, if applicable, the expenditure of the reporting period, the cumulative expenditure and the balance available.

Immediately prior to the end of the period of execution of the contract, the Contractor shall draw up a final report together which must include, if appropriate, a critical study of any major problems which may have arisen during the performance of the contract.

This final report shall be forwarded to the Delivery Committee not later than 60 days after the end of the period of execution of the contract. Such report shall not bind the Contracting Authority.

Where the Contract is performed in phases, the execution of each phase shall give rise to the preparation of a final report by the Contractor.

Interim and final reports are covered by the provisions of Article 14.

### **1.5.9 Article 27 – Approval of Deliverables / Delivery Committees**

The approval by the Contracting Authority of the contract deliverables, including, but not limited to, reports and documents, drawn up and forwarded by the Contractor shall certify that they comply with the terms of the Contract.

For the purpose of such approval, the Contracting Authority shall set up a Delivery Committee, within 10 days as from the date the Contract is signed. Unless otherwise specified in the Specific Terms Book, the following procedure applies:

The Delivery Committee shall, within 15 days of receipt, notify the Contractor of its decision concerning the deliverables received by it, giving reasons should it reject the deliverables, or request amendments. The Contractor shall comply with the Delivery Committee's comments and suggestions within 15 days as from receipt thereof. The Delivery Committee shall examine the Contractor's compliance with its suggestions and may address further comments and suggestions to the Contractor within 10 days as from receipt of the Contractor's revised deliverables. In such case, the Contractor will be allowed 10 days to comply with such suggestions and comments, otherwise the Administrative Authority may impose upon the Contractor penalties for the delay, in accordance with the relevant contract terms. Any such penalties shall be without prejudice to any additional rights of the Contracting Authority's under the contract and applicable law.

Where the Contract is performed in phases, the execution of each phase shall be subject to the approval, by the Delivery Committee, of the preceding phase except where the phases are carried out concurrently.

## **1.6 Payment and Debt Recovery**

### **1.6.1 Article 28 - Expenditure Verification**

In case incidentals or expenditure are prescribed in the contract, they shall be verified under the procedure of Article 27 above.

### **1.6.2 Article 29 - Payment and Interest of Late Payment**

The Contracting Authority will make payments to the Contractor in the manner specified in the Specific Terms Book, within 45 days as from receipt of the Contractor's relevant invoice, provided that the relevant requirements set out in the Specific Terms Book are met.

Every payment, except the pre-financing payment, shall be accompanied with the relevant invoice.

The payment deadline of 45 calendar days shall expire on the date on which the Contracting Authority's account is debited. Without prejudice to any of its rights, the Contracting Authority may halt the countdown towards this deadline for any part of the invoiced amount disputed by the Administrative Authority by notifying the Contractor that that part of the invoice is inadmissible, either because the amount in question is not due or because the relevant report cannot be approved and the Contracting Authority thinks it necessary to conduct further checks. In such cases, the Contracting Authority must not unreasonably withhold

any undisputed part of the invoiced amount but may request clarification, alteration or additional information, which must be produced within 30 days of the request. The countdown towards the deadline will resume on the date on which a correctly formulated invoice is received by the Contracting Authority.

Once the deadline referred to above has expired, the Contractor may, within two months of late payment, claim late-payment interest:

- at the rate applied by the Central Bank of Syria to its main refinancing transactions in foreign currency where payments are in such foreign currency,
- at the rediscount rate applied by the central bank of Syria the if payments are in Syrian Pound,

on the first day of the month in which the deadline expired, plus seven percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline (inclusive), and the date on which the Contracting Authority's account is debited (exclusive).

Payments due from the Contracting Authority shall be made into the bank account notified by the Contractor in accordance with Article 20.

In international tenders, the Contracting Authority will make payments in foreign currency or in the Syrian Pound, in accordance with the corresponding of the Specific Terms Book. Where payment is in foreign currency, for the purposes of the provision for incidental expenditure, if applicable, actual expenditure shall be converted into such foreign currency at the rate applied by the Central Bank of Syria on the first working day of the month in which the invoice is dated. Where payment is in Syrian Pound, it shall be converted into such foreign currency at the rate applied by the Central Bank of Syria on the first working day of the month in which the payment is made. Payment of the final balance shall be subject to performance by the Contractor of all its obligations relating to the execution of all phases or parts of the services and to the approval by the Delivery Committee of the final phase or part of the services. Final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Contractor and approved as satisfactory by the Delivery Committee.

If any of the following events occurs and persists, the Contracting Authority may, by written notice to the Contractor, suspend in whole or in part, payments due to the Contractor under the Contract:

- a) the Contractor defaults in the execution of the contract;
- b) any other condition for which the Contractor is responsible under the contract and which, in the opinion of the Contracting Authority, interferes, or threatens to interfere, with the successful completion of the project or the contract.

### **1.6.3 Article 30 - Financial Guarantee**

For the purposes of the pre-financing payment stated in the Specific Terms Book, the Contractor must provide a financial guarantee for the full amount of the pre-financing payment, in the form of a bank guarantee. This financial guarantee must be of indefinite validity and remain valid until it is released by the Contracting Authority.

If the contract is terminated for any reason whatsoever, the financial guarantee may be invoked forthwith in order to repay any balance still owed to the Contracting Authority by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatsoever.

### **1.6.4 Article 31 - Recovery of Debts from the Contractor**

The Contractor shall repay any amounts paid in excess of the final certified value due to the Contracting Authority within 45 days of receiving a request to do so.

Should the Contractor fail to make repayment within the above deadline, the Contracting Authority may increase the amounts due by adding interest:

- at the rate applied by the Central Bank of Syria to its main refinancing transactions in the foreign currency of payment,
- at the rediscount rate applied by the Central Bank of Syria if payments are in Syrian Pound,

on the first day of the month in which the deadline expired, plus seven percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive), and the date on which the Contractor's account is debited (inclusive). Any partial payments shall cover the interest thus established.

Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Contractor. This shall not affect the right of the Contractor and the Contracting Authority to agree on repayment by installments.

Bank charges arising from the repayment of amounts due to the Contracting Authority shall be borne entirely by the Contractor.

#### **1.6.5 Article 32 - Revision of Prices**

Unless otherwise stipulated in the Specific Terms Book, the Contract amount shall not be revised.

#### **1.6.6 Article 33 - Payment to Third Parties**

All orders for payments to third parties may be carried out only after an assignment made in accordance with Article 3.

Notification of beneficiaries of assignment shall be the sole responsibility of the Contractor.

In the event of a legally binding attachment of the property of the Contractor affecting payments due to it under the contract and without prejudice to the time limit laid down in Article 29, the Contracting Authority shall have 60 days, as from the day it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the Contractor.

### **1.7 Breach of Contract and Termination**

#### **1.7.1 Article 34 - Breach of Contract**

Either party commits a breach of contract where it fails to discharge any of its obligations under the Contract.

Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:

- a) damages; and/or
- b) termination of the contract.

Damages may be:

- a) general damages; or
- b) liquidated damages.

In any case where the Contracting Authority is entitled to damages, it may deduct such damages from any sums due to the Contractor or call on the appropriate guarantee.

The Contracting Authority shall be entitled to compensation for any damage which comes to light after the contract is completed, but at any rate not more than 5 years after the

completion, provided that it is attributable to the Contractor, in accordance with the law governing the Contract.

### **1.7.2 Article 35 - Suspension of the Contract**

Where the award procedure or performance of the Contract is vitiated by substantial errors or irregularities or by fraud, the Administrative Authority shall suspend performance of the Contract.

Where such errors, irregularities or fraud are attributable to the Contractor, the Contracting Authority may in addition refuse to make payments or may recover amounts already paid, in proportion to the seriousness of the errors, irregularities or fraud.

The Administrative Authority may also suspend the Contract should the exigencies of public interest call for such suspension, in accordance with article 60 of Law No. 51/2004.

In the above cases, the Administrative Authority must provide the Contractor with written notification, stating the reasons for the suspension, its day of commencement and estimated duration. Provided that such formality is adhered to, the Contractor is not entitled to any compensation on account of the suspension. As from the date of commencement of the suspension, the Contractor is released from its relevant contractual obligations.

When the reasons for the suspension cease to exist, the Administrative Authority must provide the Contractor with written notification, regarding the re-activation of the contract, allowing the Contractor reasonable time to restart the provision of services under the contract.

### **1.7.3 Article 36 - Termination by the Administrative Authority**

This contract shall terminate automatically if it has not given rise to any payment within a period of three years after its signature by both parties.

Termination shall be without prejudice to any other rights or powers under the contract of the Administrative Authority and the Contractor.

In addition to the grounds for termination defined in these General Conditions, the Administrative Authority may terminate the contract after giving a notice of 7 days or such other period as may be agreed to the Contractor in any of the following cases:

- a) the Contractor fails to carry out the services substantially in accordance with the Contract;
- b) the Contractor fails to comply within a reasonable time with the notice given by the Administrative Authority, the Project Sponsor, or Project Manager, requiring it to make good the neglect or failure to perform its obligations under the Contract which seriously affects the proper and timely performance of the services;
- c) the Contractor refuses or neglects to carry out administrative orders given by the Administrative Authority, the Project Sponsor, or Project Manager;
- d) the Contractor assigns the contract or sub-contracts without the authorisation of the Contracting Authority;
- e) the Contractor becomes bankrupt or is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- f) the Contractor has been convicted of an offence concerning its professional conduct by a judgment which has the force of *res judicata*;

- g) the Contractor has been guilty of grave professional misconduct proven by any means which the Administrative Authority can justify;
- h) the Contractor has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the financial interests of the Syrian State;
- i) following another procurement procedure or grant award procedure financed by the Syrian State, the Contractor has been declared to be in serious breach of contract for failure to comply with its contractual obligations.
- j) any organizational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the Contract;
- k) any other legal disability hindering performance of the contract occurs;
- l) the Contractor fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments.

In the event of the termination of the Contract under this Article or Article 37, the Contracting Authority shall have the right to ask from the Contractor and the Contractor should hand over to the Administrative Authority any deliverables properly completed at the time of the termination as well as any relevant information that will enable the Administrative Authority or a third party to continue development and implementation of the Contract.

The Administrative Authority may, thereafter, complete the services/supply of products itself, or conclude any other contract with a third party, at the Contractor's own expense. The Contractor's liability for delay in completion shall immediately cease when the Administrative Authority terminates the contract without prejudice to any liability thereunder that may have already been incurred.

Upon termination of the contract or when it has received notice thereof, the Contractor shall take immediate steps to bring the services to a close/ supply the products in a prompt and orderly manner and in such a way as to keep costs to a minimum.

The Administrative Authority shall, as soon as is possible after termination, certify the value of the services/products and all sums due to the Contractor as at the date of termination.

The Contracting Authority shall not be obliged to make any further payments to the Contractor until the services are completed/products are supplied, whereupon the Contracting Authority shall be entitled to recover from the Contractor the extra costs, if any, of completing the services/procuring the products, or shall pay any balance due to the Contractor.

If the Administrative Authority terminates the contract, the Contracting Authority shall be entitled to recover from the Contractor any loss it has suffered up to the maximum amount stated in the Contract. If no maximum amount is stated, the Contracting Authority shall, without prejudice to its other remedies under the Contract, be entitled to recover that part of the Contract value which is attributable to that part of the services/products which has not, by reason of the Contractor's failure, been satisfactorily completed/supplied.

The Contractor shall not be entitled to claim, in addition to sums owing to it for work already performed, compensation for any loss or injury suffered.

#### **1.7.4 Article 37 - Termination by the Contractor**

The Contractor may, after giving a notice of 14 days or such other period as may be agreed to the Contracting Authority, terminate the contract if the Contracting Authority:

- a) fails to pay the Contractor the amounts due under any certificate of the Delivery Committees after the expiry of the time limit stated in Article 29; or

- b) consistently fails to meet its obligations after repeated reminders; or
- c) suspends the progress of the services or any part thereof for more than 1 year for the reasons stated in Article 35 or for more than 90 days for any other reasons not due to the Contractor's default.

Such termination shall be without prejudice to any other rights of the Contracting Authority or the Contractor acquired under the Contract.

In the event of such termination, the Contracting Authority shall pay the Contractor for any loss or injury the Contractor may have suffered. Such additional payment may not be such that the total payments exceed the amount specified in Article 1 of the Instructions to Tenderers part of the Specific Terms Book.

#### **1.7.5 Article 38 - Force Majeure**

Neither party shall be considered to be in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of signature of the contract by both parties.

The term "force majeure", as used herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either party and which by the exercise of due diligence neither party is able to overcome.

A party affected by an event of force majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay.

Notwithstanding the provisions of Article 19 and Article 35, the Contractor shall not be liable for liquidated damages or termination for default if, and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of force majeure. The Contracting Authority shall similarly not be liable, notwithstanding the provisions of Article 29 and Article 37, to payment of interest on delayed payments, for non-performance or for termination by the Contractor for default, if, and to the extent that, the Contracting Authority's delay or other failure to perform its obligations is the result of force majeure.

If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party within 15 days as from the occurrence of the force majeure situation giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Administrative Authority in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Contractor shall not put into effect such alternative means unless directed so to do by the Administrative Authority.

If circumstances of force majeure have occurred and persist for a period of 180 days then, notwithstanding any extension of the period of execution that the Contractor may by reason thereof have been granted, either party shall be entitled to serve upon the other 30 days' notice to terminate the Contract. If at the expiry of the period of 30 days the situation of force majeure persists, the Contract shall be terminated and, in consequence thereof, the parties shall be released from further performance of the Contract.

#### **1.7.6 Article 39 – Decease**

If the Contractor is a natural person, the Contract shall be automatically terminated if that person dies, provided that the parties looked to the personal qualifications of the deceased as a substantial consideration of the Contract. If not, the Contract shall not be terminated for this reason, unless the Contracting Authority considers that the Contractor's heirs or beneficiaries do not provide adequate warranties for the performance of the services. Such termination shall not entail any compensation for the contractor's heirs or beneficiaries. The bid, performance and pre-financing guarantees shall be returned to the Contractor's heirs or beneficiaries, provided that there are no other obligations incumbent upon the Contractor.

If the Contractor is a group of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the services/supply of products and the Contracting Authority shall decide whether to terminate or continue the Contract in accordance with the undertaking given within 15 days of the date of decease by the survivors and by the heirs or beneficiaries, as the case may be. The decision of the Contracting Authority shall be notified to those concerned within 30 days of receipt of such a proposal.

Such persons shall be jointly and severally liable for the proper performance of the Contract to the same extent as the Contractor. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the Contract.

## **1.8 Settlement of Disputes**

### **1.8.1 Article 40 - Settlement of Disputes**

The Contracting Authority and the Contractor shall make every effort to settle amicably any dispute relating to the contract which may arise between them, or between the Administrative Authority and the Contractor.

Once a dispute has arisen, the parties to this contract shall notify each other in writing of their positions on the dispute as well as of any solution which they envisage possible. If either of the parties to this contract deems it useful, the parties shall meet and try to settle the dispute. Each party shall respond to a request for amicable settlement within 30 days of such request. The period to reach an amicable settlement shall be 120 days from the date of the request. Should the attempt to reach an amicable settlement be unsuccessful or should a party not respond in time to any requests for settlement, each party shall be free to proceed to the next stage in reaching a settlement by notifying the other party.

In the absence of an amicable settlement, the parties may agree to the settlement of the dispute by conciliation by the Syrian Government in the case of contracts for which the Contracting Authority is not the Syrian Government. If no settlement is achieved within 120 days of the start of the conciliation process, each party to the contract has the right to proceed to the next stage in the dispute settlement procedure.

In the absence of an amicable settlement or settlement by conciliation within 120 days of the start of one of these procedures, each party may refer the dispute to either the decision of Syrian jurisdiction or arbitration, unless otherwise specified in Article 12 of the Instructions to Tenderers part of the Specific Terms Book.

**ANNEX II**

**Specific Terms Book**

**Instructions to Tenderers**

# **1 Introduction**

## **1.1 Overview**

In this part instructions will be provided to Tenderers that are specific to the Tender in question. Those instructions refer to the process of the specific tender and to the required structure that the Tenderers must follow when they “build” their tender documents.

## **1.2 Contents of the “Instructions to Tenderers” part of the specific terms book**

The contents of the “Instructions to Tenderers” should be as follows:

Article 1: General Information

- 1.1 Subject of the tender
- 1.2 Budget
- 1.3 Contracting Authority
- 1.4 Legal framework

Article 2: Time Schedule for the process of the tender

Article 3: Participation rights

Article 4: Responsibilities and Subcontracting

Article 5: Required structure and validity of the tenders

- 5.1 Participation documents
- 5.2 Technical offer
- 5.3 Financial offer

Article 6: Submission information

Article 7: Evaluation process

- 7.1 Evaluation of the participation documents
- 7.2 Technical evaluation
- 7.3 Financial evaluation and final shortlist formulation

Article 8: Appeals

Article 9: Contract signing

Article 10: Ways of payment

Article 11: Warranties

Article 12: Other specific conditions

- 12.1 Confidentiality
- 12.2 Variations/ Amendments to the contract
- 12.3 Jurisdiction

The following section describes each part of the contents.

## **2 Detailed presentation**

### **2.1 General Information**

#### **2.1.1 Subject of the tender**

General short description of project that the tender is about is described here.

##### **Guideline 2.1.1**

The description that is presented here must be relatively very brief as an extensive and analytical one will follow in the Terms of Reference section.

#### **2.1.2 Budget**

Describe the budget of the project and the related constraints.

#### **2.1.3 Contracting Authority**

Enter the name and coordinates of the contracting authority. If the beneficiary is different than the contracting authority, also enter its name and coordinates.

#### **2.1.4 Legal framework**

Enter the legal framework that governs the tender process

### **2.2 Time Schedule for the process of the tender**

A time schedule for the process of the tender will be presented here so as all participating parties will be aware of it. Certain deadlines will be set; violation of those deadlines will conclude to rejection penalties.

##### **Guideline 2.2**

All phases and possible incidents that take place during a typical tender should be thought about and deadlines have to be set about; that to say it is possible that tenderers might require clarification on the tender document. Therefore a deadline for clarification request has to be set.

Indicatively activities that might take place during a tender process follow:

- Deadline for request for any clarifications from the Contracting Authority
- Site visit
- Clarification meeting
- Last date on which clarifications are issued
- Deadline for submission of tenders
- Completion date for evaluation of technical offers
- Interviews
- Notification of award to the selected tenderer
- Contract signature
- Project Commencement date
- Duration of the project

## 2.3 Participation rights

Describe the participation rights.

### Guideline 2.3

First describe the type of entities allowed to take place in the bid. Usually, they include:

- Physical entities or Legal entities (private companies and / or institutions) with proven experience in the specific field (e.g. studies elaboration, integrated systems implementation, software development etc).
- Associations of the above.

To prove the required experience, candidates should present a list with the most recently (within 3 or 5 years) accomplished relevant projects. Indicative contents of this list are as follows:

- Duration of the project (from – to)
- Title of the project
- Beneficiary
- Short description of the project
- Contractual budget
- Tenderer's participation (as a percentage).

(In case of an association, at least one of the members must fulfill the requirement above).

Second, provide the minimum criterion for the financial eligibility of the candidates. This is usually as follows:

*<The candidates should have a medium annual turnover equal to or greater than 200% of the budget>.*

(In case of an association, at least one of the members must fulfill the requirement above).

Finally, the legal prerequisites are provided. They usually include:

- Candidates should not have been excluded from bidding
- Other documents verifying the tenderer's eligibility

The above documents should be explicitly described in detail.

## 2.4 Responsibilities and Subcontracting

Declare if subcontracting is allowed and to which percentage of the budget.

Ask for a detailed description of the responsibilities of the members of the association (if applicable) and those of the subcontractors (if any).

### Guideline 2.4

Subcontracting should normally be allowed up to a percentage (e.g. 25%) of the total budget.

The candidates should clearly explain the responsibilities of each member of the association (if applicable) as well as those of the subcontractor(s).

## 2.5 Required structure and validity of the tenders

The required structure and contents of the tender will be presented at the following paragraphs. Also the necessary number of the copies apart the original tender will be set here.

### Guideline 2.5 A

#### Guideline 2.5 A

Typical clauses (according article 30 of law 51) are as follows:

The offer shall be placed in three closed envelopes within a larger envelope addressed to the entity specified in the tender announcement and featuring the subject of tender, as follows:

- Envelope (1):** contains the application for participation in the tender and the documents satisfying the conditions specified in art. 11 of law 51. It should also contain the itemized lists of the tender supplies or works required as well as the bidder's declaration that he has taken note of the book of general conditions and of the book of particular conditions (legal, technical, financial) and that he accepts all the conditions and terms contained in these documents.
- Envelope (2):** contains the technical offer and specifications without embodying any prices, reservations or legal/financial conditions which, if any, will not be entertained.
- Envelope (3):** contains the financial and commercial offer, along with the unit and total prices, which should be clearly and legibly drawn up by the bidder without any scraping, deletion or insertion and should contain no reservations or legal/financial conditions which, if any, will not be entertained.

Each envelope must contain one original, clearly marked "**Original**", and two copies, each marked "**Copy**". An electronic copy of the Technical and Financial offer on a non-erasable medium (i.e. CD) should also be included in the appropriate envelopes. In case of any discrepancies between the copies and the original, printed version, the latter will prevail.

Provide a clear description of the labels of the above mentioned envelopes (both internal and external ones).

General characteristics that concern the tender are also set in this paragraph. Typical issues that are defined are the following:

- Language of all tender documents;
- Way and method of signing the original documents;
- Rules for signing original forms. It is cleared if faxes, photo-copies or e-mails are accepted;
- Period during which tenders are binding.

#### Guideline 2.5 B

Usually, tenderers are bound by their tenders for 90 days after the deadline for the submission of tenders. In exceptional cases, before the period of validity expires, the Contracting Authority may ask tenderers to extend the period for a specific number of days, which may not exceed 40.

The selected tenderer must maintain its tender for a further 60 days from the date of notification that its tender has been recommended for the contract by the Evaluation Committee.

### 2.5.1 Participation documents (envelope 1)

#### Guideline 2.5.2

An example of well defined structure of envelope 1 (participation documents) is as follows:

- Association agreement(s) (if applicable)
- List of projects;
- Financial records;
- Participation warranty;

#### Guideline 2.5.2

- Solemn statements and other documents required by the contracting authority to fulfil the participation rights.

### 2.5.2 Technical Offer (envelope 2)

Description of the technical offer structure is presented here. This section will be closely linked to the Terms of References that will follow (where detailed technical analysis will be contained). All questions and requirements that are set in the Terms of Reference will be answered and addressed in the “space” that is structured and described here.

#### Guideline 2.5.2

A **precise** description of a “**well built**” **structure** of the technical offer will ease a lot the technical evaluation phase. All tenders based on well defined structures will be easily comparable and thus easy to be technically evaluated. Therefore it is wise to have in mind the evaluation process when the structure of the technical offer is described.

An example of well defined structure of envelope 2 (technical offer) is as follows

- General Approach;
- Methodologies and tools;
- Project phases and Time schedule;
- Work packages – deliverables;
- Project management scheme and roles;
- Project Team and responsibilities;
- Warranty and maintenance policy;
- Conformity tables (if applicable; see also Appendix A for a discussion about conformity tables).

### 2.5.3 Financial Offer (envelope 3)

Description of the financial offer is presented here. Financial terms are set (currency etc) and specific financial requirements will be defined here (i.e. total analytical budget, budget per component, project cash flow, provisions for incidentals etc). Declare also if payment in foreign currency is acceptable or not.

#### Guideline 2.5.3

Although things are much simpler in the financial than in the technical offer (as many variations can exist) the Guideline 2.5.2 set above stands equally for the financial offer. Therefore precise description of “well built” structure of the financial offer leads to easily comparable financial offers.

The financial offer usually consists of:

- A simple letter, containing the total sum of the financial budget, appropriately signed.
- A suitable number of tables, indicating at minimum:
  - The name / description of each item, service etc offered;
  - The unit price;
  - The quantity offered;
  - The total amount per item;
  - The annual maintenance fee per item (if applicable);

#### Guideline 2.5.3

- Other charges (if applicable)

The format of the tables must be such that cost of any increment (additional products or services) or decrement during contract preparation / execution can be easily calculated.

## 2.6 Submission Information

Detail information as to where and how the hard copies of the tender documents will be submitted. Guidelines have to be given for the seal method of the tender so as all contents will remain unchanged until the evaluation committee will un-seal, open and process them. Finally the proof of the submission acceptance has to be precisely defined here (i.e. postal stamp, contracting authority register stamp, courier receipt etc.)

## 2.7 Evaluation process

This section describes the evaluation process of the submitted tenders.

#### Guideline 2.7

Usually, the evaluation procedure takes the following steps:

- Evaluation of the participation documents;
- Evaluation of the technical offers (Technical Evaluation);
- Financial evaluation and final shortlist formulation;

The more clearer, well defined and structured is the evaluation process, the less probable is for tenderers to appeal on the final results.

### 2.7.1 Evaluation of the participation documents

The evaluation committee unseals the participation documents (envelope 1), checks the contents and determines whether the candidates fulfill the appropriate requirements. After the examination, the evaluation committee submits the results to the contracting authority, which issues the related decision. After the announcement of the decision to the tenderers, they are legitimated to appeal within 5 days.

#### Guideline 2.7.1

The participation rights consist of on/off criteria. This means that if the criteria are not met, the proposal is completely rejected.

### 2.7.2 Technical evaluation

Description of the evaluation process of the Technical Offer of the tender. Here is presented how and in what degree the submitted tender complies with requirements set in Terms of Reference part.

#### Guideline 2.7.2

The evaluation committee unseals the technical offer and proceeds with the evaluation. It is strongly advised that evaluation process is comprised more of quantitative and less of qualitative criteria. Numbers seem and usually are more objective than qualities which are

#### Guideline 2.7.2

more subjective. Therefore Evaluation tables that objectively mark (if possible) each requirement are a common practice that increases the quantitative part along with the transparency of the evaluation process. Example of such table (or Grid) could be found in Annexes, in the Appendix B – Tender Evaluation chapter.

After the evaluation, the evaluation committee submits the results to the contracting authority, which issues the related decision. After the announcement of the decision to the tenderers, they are legitimated to appeal within 5 days.

It is usual and many times convenient to describe part or the total of the technical evaluation in the Term of Reference where technical requirements are described in detail. There alongside the requirements the evaluation can be easily described.

Please refer to Appendix B for a more detailed discussion about the evaluation process.

### 2.7.3 Financial evaluation and final shortlist formulation

This section contains the description of the evaluation process of the Financial Offer and the final shortlist formulation.

#### Guideline 2.7.3

The evaluation committee unseals the financial offer, corrects any obvious mistakes (e.g. total price doesn't match unit price by quantity), and checks if the final price can be safely concluded by the contents of the financial offer. Otherwise, it rejects the offer.

The final result will be based on the combined results of the technical and financial evaluation. Many common practices exist on the "combination" methods, like the following:

- Technical Offers are marked and only those with a total mark above a set baseline pass to the next phase where only the financial are considered. Afterwards no matter what the Technical Evaluation total mark was, the best Financial Offer (which usually is the one with the lowest price) wins the tender.
- Technical and Financial Offered are marked in detail and final marks are weighted, calculated and totaled; offers that pass the set baselines in both the technical and financial offers are evaluated in the next phase. There the final marks are input in a combination formula that outputs the final winner.

Unlimited combinations exist or new can be easily designed that will accommodate the requirements of a specific tender.

After the evaluation, the evaluation committee submits the results to the contracting authority, which issues the related decision. After the announcement of the decision to the tenderers, they are legitimated to appeal within 5 days.

### 2.8 Appeals

This section contains the description of how (timeframe and method) a tenderer may appeal throughout the duration of the tender process.

#### Guideline 2.8

#### Guideline 2.8

Appeals can be submitted against any official decision of the Contracting Authority. More specifically:

- Appeals contesting the legality of the tender document should be filed in writing within the half of the time period between the publication of the tender announcement and the deadline to submit bids. For the definition of the above deadline, both the day of publication of the tender announcement and of bid submission are calculated;
- Appeals contesting the participation documents evaluation are submitted in writing before the Contracting Authority within 5 days from the announcement of the results of the participation documents evaluation;
- Appeals contesting the technical evaluation are submitted in writing before the Contracting Authority within 5 days from the announcement of the results of the technical evaluation.
- Appeals contesting the financial evaluation and the final shortlist are submitted in writing before the Contracting Authority within 5 days from the announcement of the results of the financial evaluation;

Every appeal must be officially copied to all the other participants at the same date. The Administrative Authority rules on the appeals within 10 days. If it has not issued any decision within the said time-limit, the appeal is considered to be rejected.

Appeals submitted for any other reasons shall be considered inadmissible.

There is no official appeal procedure currently in Syria. Please refer to “ICT Detail Regulatory Measures” for more details on the subject.

## 2.9 Contract signing

Describe the procedure of the contract signing.

#### Guideline 2.9

Determine the time frame and the necessary document for contract signing. It usually is as follows:

- The contracting authority announces to the participants the final short list and the winner of the bid. Typical clause:  
*<The successful tenderer will be informed in writing that its tender has been accepted (notification of award). The other candidates will be informed that their tenders were not accepted, by means of a standard letter, which includes an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the ones for the unsuccessful tender. Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the documentary proof or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it does not fall into any of the exclusion situations listed in Article 3. This evidence or these documents or statements must carry a date, which cannot be more than 180 days in relation to the deadline for the submission of the tender. In addition, a sworn statement shall be furnished stating that the situations described in these documents have not changed since then. If the successful tenderer fails to provide this documentary proof within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to another tenderer or cancel*

<b>Guideline 2.9</b>
<i>the tender procedure.&gt;</i>
<ul style="list-style-type: none"> <li>❑ Contract signing clause:  <i>&lt;Within 30 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer shall sign and date the contract and return it to the Contracting Authority. Failure of the selected tenderer to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.&gt;</i> </li> </ul>
Describe the structure and contents of the contract. Refer to “ICT Contract document standards” for a complete presentation of the contract document.

## 2.10 Ways of payment

Describe the way(s) of payment. If more than one possible ways of payment are described, tenderers have the right to choose one among them.

<b>Guideline 2.10</b>
Ways of payment can be usually as follows:
<ul style="list-style-type: none"> <li>❑ Using advanced payment: <ul style="list-style-type: none"> <li>❑ Advance payment up to a percentage of the contractual budget (e.g. 15%)</li> <li>❑ One or more of intermediate payment(s) upon the completion of an important phase (e.g. 30% - 60%).</li> <li>❑ The rest after the final acceptance of the project, after the clearance of any outstanding claims between the parties.</li> </ul> </li> <li>❑ Without advanced payment: <ul style="list-style-type: none"> <li>❑ One or more of intermediate payment(s) upon the completion of an important phase (e.g. 40% - 60%).</li> <li>❑ The rest after the final acceptance of the project, after the clearance of any outstanding claims between the parties.</li> </ul> </li> </ul>

## 2.11 Warranties

Warranties beyond or additional of those included in the General Terms and in the corresponding articles of Law 51 are described here. They might concern warranties for

- ❑ Participating in tender;
- ❑ Good performance of the project;
- ❑ Good performance of the system after the project completion (free maintenance period);

<b>Guideline 2.11</b>
The term <b>good performance of the system</b> should be carefully defined and described in detail along with the <b>length</b> of the free maintenance period. This will leave no doubt to the contractor about its obligation after the formal project completion.
A “wise” and “safe” practice is to require and secure from the contractor for a certain length of time the price list of the support services. Therefore there will not be any “surprises” after the end of the free maintenance period with the beneficiary requiring support services (as it might

#### Guideline 2.11

to the contractor due the system design and technology) and the contractor asking significant high prices for providing them. It is more than often that support services (after the free maintenance period cost higher than project implementation itself!

## 2.12 Other specific conditions

### 2.12.1 Confidentiality

This section contains another paragraph which safeguards the Contracting Authority against potential claims.

#### Guideline 2.12.1

Typical clause could be the following *“The entire evaluation procedure is confidential. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy. The evaluation reports and written records, in particular, are for official use only and may be communicated neither to the tenderers nor to any party other than the Contracting Authority.”*

### 2.12.2 Variations / Amendments to the contract

If the relevant provisions of General Terms are applicable in this contract, the following clause should be used:

“Amendments and variations to the agreement follow the provisions of Article 20 of General Terms”.

Otherwise, specify the amendment / variations procedure and terms.

### 2.12.3 Jurisdiction

Describe the authority which has the jurisdiction for the settlement of disputes.

#### Guideline 2.12.2

This section may be omitted if no different provisions than the ones stated in Article 40 of the General Terms book are applied.

## **ANNEX III**

### **Specific Terms Book**

### **Terms of Reference**

# **1 Introduction**

## **1.1 Overview**

In the present Annex the Terms of Reference structure is presented. Terms of Reference (TOR) contain the specific (technical and managerial) terms of the tender. Although they can vary in content reflecting the specific needs and the scope of the tender (e.g. software system implementation, study elaboration, managerial support etc), the structure should be the same, as follows:

## **1.2 Contents of TOR part of Specific Terms book**

1. List of Abbreviations
2. Overview
3. Objectives
4. Scope
5. Background
  - Stakeholders
  - Historic Information
  - Current Situation
6. Future situation – Expected results
7. Assumptions and Risks
8. Technical Description
  - Overview
  - Phases and Time schedule
  - Work packages – Activities
  - Outputs – deliverables
9. Project Management approach
  - Resource requirements
  - Organization scheme
  - Acceptance procedures
10. Tender Evaluation Criteria
11. Conformity tables (if applicable)

The following section contains the description of each content item.

## 2 Detailed presentation

### 2.1 List of Abbreviations

A comprehensive list of all technical, functional and organizational abbreviations that will be used in document from that point onwards is presented here.

### 2.2 Overview

A short description of the project is presented here. The overview here has the function of an executive summary where the specifics of the project are presented in a very short text.

### 2.3 Background

#### 2.3.1 Stakeholders

Describe the main stakeholders (acquirers) of the project, who are interested in the implementation of the project and their concerns.

#### 2.3.2 Historic Information

Many times for better understanding the current situation it is more convenient to provide historic information that conclude to the as-is present situation. That to say a chapter "Historic Information" can be added to the above covering past related information.

#### 2.3.3 Current Situation

The current situation of the environment, where the project will take place, is described here. All aspects of a business environment should be described in some depth; that to say organization, people and systems altogether. Problems or/and areas of improvement should be outlined so that the need of the project intervention will be accentuated. All principles of the Business Function Analysis (as described in the relevant document of the ICT Standards) should be applied in some depth.

#### Guideline 2.3.3

Precise representation of the current situation will help tenderers to comprehend the business and functional environment and link them with to the requirements of the project.

Minimum set for describing the Current Situation in case of a software development / integrated system implementation are the following:

- Organization chart (O)
- Context diagram (M)
- Data Flow Diagram (M)

where (M) is mandatory and (O) is optional

The minimum set in case of a study / services provision project are as follows:

- Organization chart (M)
- Context diagram (O)
- Data Flow Diagram (O)

where (M) is mandatory and (O) is optional

### Guideline 2.3.3

However all the above is the minimum set of information and it is strongly advised to elaborate as much as possible. Suggested areas that concern the beneficiary and should be covered (if it is possible in separate chapters) are the following :

- ❑ Overall Characteristics;
- ❑ Strategic/ Tactical/ Operational targets;
- ❑ Legal framework for operations;
- ❑ Organizational Structure;
- ❑ Functional Operational Model;
- ❑ Human Resources (Departmental Structure/ Responsibilities / Command and Reporting Lines);
- ❑ Information and Communication Structure;
- ❑ Other related projects/ works/ activities;
- ❑ Financial and Budgetary Specifics/ Constraints/ Guidelines;

The following should be noted for the above “chapters” :

- i. If a set of the above is created in detail for a certain beneficiary (e.g. a ministry) then it can be used multiple times with minimal or no changes.
- ii. Some of the above chapters might be not applicable on certain tender cases. However if a complete set exist certain parts can be easily removed if they are not pertinent.

If the environment of the examined organization contains complex and large Information and / or Communication Systems then the depiction of those systems should be contacted by following and applying all principles and standards contained in document “Systematic Assessment of Existing Systems”.

## 2.4 Objectives

The specific objectives of the tender are presented here. The specific targets of the project should be exclusively described and listed; the question “what we would like to achieve with the implementation of the requested project?” will be answered here. Moreover the benefits that the beneficiary will “enjoy” with the implementation of the project (after or during the implementation) should also be listed and described.

## 2.5 Scope

The project scope will be described here. The “area” and the “space” that the project will take place is precisely defined and as such is limited.

### Guideline 2.5

Often Objectives and Scope are confused and their difference is not very well comprehended by all involved parties. Important determinant is that Objectives **extend** and scope **limits** the range of the project.

Care should be given to the exact determination, comprehension and description of the above two concepts especially where the project deal with services to assist where very often outputs are intangible.

## 2.6 Future Situation – Expected Results

Considering the Current situation, the Objectives and the Scope as described in the above paragraphs the Future Situation (To-Be) is described here.

### Guideline 2.6

The Future Situation is usually linked not only with the previous stated paragraphs but also with the next ones where the implementation that will lead to the Future State is described. The affected areas of the presented Current Situation should also be presented in the Future Situation in the way that they will be modulated by the implementation of the project. That to say if an integrated system will be implemented during the project at least the follow areas should be presented here:

- ❑ Organizational Structure (To Be – Not applicable in case where no organizational changes are foreseen);
- ❑ Functional Operational Model (To Be);
- ❑ Human Resources (Departmental Structure/ Command and Reporting Lines) – (To Be – not applicable in case where the description of the To Be situation is within the project's scope);
- ❑ Information and Communication Structure (To Be);

The implementation of an Integrated Information Technology system will probably affect and change all the above areas forming the Future Situation. If other areas are also affected by the project implementation then their Future state should also be presented here.

The Future Situation – Expected results section is mandatory even in cases of services contracts like Project Management services provision. In this case, the future situation described is the one which derives from the implementation of the ICT system (main contract).

## 2.7 Assumptions and Risks

All assumptions that the tender is based on, are presented along with the evolved risks. Key success factors are defined and limitations are set so as to enable an effective proactive project management.

### Guideline 2.7

In the above paragraph all ground rules for the relation between the beneficiary and the contractor are set and described. Extensive elaboration lessens the possibility of any future dispute between the involved parties. Some times even trivial topics should be clarified as they might lead to misunderstandings and disagreements. The following topics are presented indicatively but not exclusively:

- ❑ Interdependencies with other project/ work of the beneficiary;
- ❑ Access on the required information or/and other resources;
- ❑ Key Success Indicators/ Factors;
- ❑ Working hours and location;
- ❑ Incidental Expenses;

## 2.8 Technical Description

Here all requirements, technical descriptions and implementation approach will be described according to the accepted and set ICT Standards.

#### Guideline 2.8

Here the nature of the project in question will define the set of the ICT Standards that will be used. As already stated we distinguish the following main categories

- ❑ Services to assist where only services are requested and usually the outcome of such projects are the services themselves (i.e. project management) and some textual deliverables/ outcomes (i.e. studies, reports, design, tender document etc);
- ❑ Information Systems which usually are comprised of:
  - ❑ Hardware (PCs, mainframe, telecommunication equipment, etc);
  - ❑ Software/ Application (Custom made or Off-the-self or Customized off-the-self package);
  - ❑ Services to perform and support the above (install the hardware, maintain the installed equipment, train the users, develop or customize the software package, install the ready made application etc);

The Information Systems category might concern any combination or even one of the three subcategories; that to say it might be about purchasing PCs (simple case) or installing a custom made Integrated Information System, replacing a legacy one, in multiple locations along with all accompanying “cookies” (communication set-up, user training, initial maintenance, etc.). The latter case is probably the most complex tender of all ICT projects.

Considering the above distinctions the following project documents should be used selectively for “constructing” and incorporating the set ICT standards into the next paragraphs of the tender document:

- ❑ ICT Security Standards;
- ❑ ICT Planning and Analysis;
- ❑ ICT Software Applications;
- ❑ ICT Data Modelling;
- ❑ ICT Common Codification Schemes;
- ❑ ICT Data Migration;
- ❑ ICT Maintenance;
- ❑ ICT Feasibility Study;
- ❑ ICT Acceptance Procedures;

It is obvious that according to the tender case a selection will occur; i.e. if it is about software development then “ICT Security Standards”, “ICT Planning and Analysis”, “ICT Data Modelling”, etc will be used and the set standards should be indicated in the tender so as to be followed by the tenderers in their proposals.

In the following paragraphs it is intended to present the most complex case (custom made Integrated Information System, in multiple locations) describing the areas that the tender should cover (incorporating the principles and the set standards from all the above documents).

### 2.8.1 Overview

An outline of all technical aspects of the requested project will be presented here. The following dimensions should be described and elaborated:

### **Organizational dimensions**

- ❑ Locations that the system will be installed/ or remotely support;
- ❑ Organizational dimensions. Users, Departments, Entities that will use the project outcome, deliverables and results;

### **Hardware dimensions**

- ❑ Mainframe/ Servers/ PC/ Laptops;
- ❑ Printers/ Support Hardware (i.e. scanners, fax servers etc.);
- ❑ LAN – WAN that will be utilized for the operation of the system;
- ❑ Telecommunication equipment needed to support system operation;

#### **Guideline 2.8.1**

For all the above items, detailed technical specification should be presented and accurately described. If the Hardware dimensions are considerable then the detailed Technical specifications could constitute a separate “bulky” Annex of the tender document (in form of conformity table).

### **System dimensions**

- ❑ Interconnections/ Dependencies with other systems or projects running at present or during the project implementation time;
- ❑ Applications/ Subsystems. A description of the required applications/ subsystems that will function and support in the Future State;
- ❑ Functions of the beneficiary that will be supported by the system. A description of how the system will support those functions should be presented.

### **Other**

- ❑ Security. The Operational, Network, System and Physical required security will be described and presented. The “ICT Security Standard” principles should be referenced and applied.

The following areas have to be covered either in the above descriptions (as sub-paragraphs) or on their own in separate paragraphs.

- ❑ Functions of the beneficiary that the system will support (in the expected Future Situation);
- ❑ System Architecture. The desired system architecture should be described following all set standards;
- ❑ Software Components (Database, Operating Systems, Software Development Tools, programming languages etc.);

It is strongly emphasized here that in the above three areas the principles set by “ICT Software Applications”, “ICT data Modelling” and other relevant documents should be extensively incorporated, applied and requested to the tenderers.

## **2.8.2 Phases and Time schedule**

Describe the phases of the project. Provide a draft time schedule (Gantt chart) for the phases and the project as a whole.

## **2.8.3 Work packages/ Activities / tasks**

All required activities are described here. Project work will be dismantled in Activities and Tasks at a level that will leave no dark area to the tenderers.

Organizing activities and tasks into logical groups (i.e. Work packages) is not necessary at this point. It is better to leave this task to the tenderers, so that the rationale of each proposal could be evaluated.

All above described activities can be “reshaped” in logical phases (see previous section) that are time and material related. The place and the time of each phase will be accordingly described.

#### Guideline 2.8.3

Very often the above two paragraphs 2.8.2 and 2.8.3 are generic, providing broad directions for phases and main activities, leaving the tenderer to further detail them in their proposals. As long as the required deliverables/ outcomes are specified in detail and all project dimensions are covered, the detailed elaboration of the above (beyond the mentioned generic approach) does not play any difference at the tender level.

### 2.8.4 Outputs/ Deliverables

The requested outputs and deliverables are described here. They can correspond to results of any of the above levels of work packages / activities.

#### Guideline 2.8.4

The number and the correspondent level of the output should not “strangle” the project and the tenderer. That to say it is an extreme to require specific deliverable per subtask; if that happens then no space exist for the tenderer to approach the requirements; moreover implementation monitor and control will be “heavy” for the beneficiary (as all deliverables should be reviewed, modified, finally approved and accepted).

Common practice is to link expected deliverables with output per phase at max.

When describing the deliverables, have in mind the related standards. The description of all output and deliverable should be accurate and precise in order to avoid misunderstanding and confusion during the project implementation.

## 2.9 Project Management Approach

The method with which the project will be managed will be described here. Minimum requirements are set here so as the tenderer will further elaborate and present its own approach.

#### Guideline 2.9.1

The “ICT Project Management” document should be considered during the formation of the present paragraph. Although the depth of the Project Management Approach will be limited and only requirements will be set, all principles described in ICT Project Management document should be considered and incorporated to the desired and corresponding level.

### 2.9.1 Resource Requirements

All requirements regarding human and material resources are described in this paragraph. Minimum estimates of the required man effort and the needed expertise will be presented here and will be linked (in a rather loose way) with the tender deliverables/ outcomes and project dimensions.

<b>Guideline 2.9.1</b>
Resource requirements descriptions will be more specific only when for some reason specific expertise is required in certain project component or/and functional area (i.e. Operational System Security Key Expert Security with 10 years experience in Linux OS if the Integrated Information System that the tender is about, will be based on Linux OS)
It has to be emphasized that here, roles can be assigned to “important” resources that will be used in certain phases of the project. That to say if it is figured out that 20 days of highly experienced Security Expert are required for drafting the Security Policies then the role of Key Security Expert is assigned who will (probably) have the responsibility for conducting the corresponding task.
If part or all of the services are needed to be provided in place, this should be clearly stated here.
Although human is one of the most (or the most) important resources, material resources are also important and should be referenced in this paragraph. Typical areas that are usually covered are the following: <ul style="list-style-type: none"> <li>❑ Office accommodation for the project implementation;</li> <li>❑ Required Equipment that will be used by the contractor during project implementation (PCs, LAN, Printers, Fax, Telephones, etc.);</li> <li>❑ Other material facilities that will be provided to the contractor;</li> <li>❑ Incidental Expenses that cover incidental costs and expenditures which are eligibly incur during project implementation.</li> </ul>
The incidental costs and the eligibility to incur during the project implementation should be defined and described in detail so as to frame an Incidental Expense budget (when incidental expenses are considered and covered in the project in question)

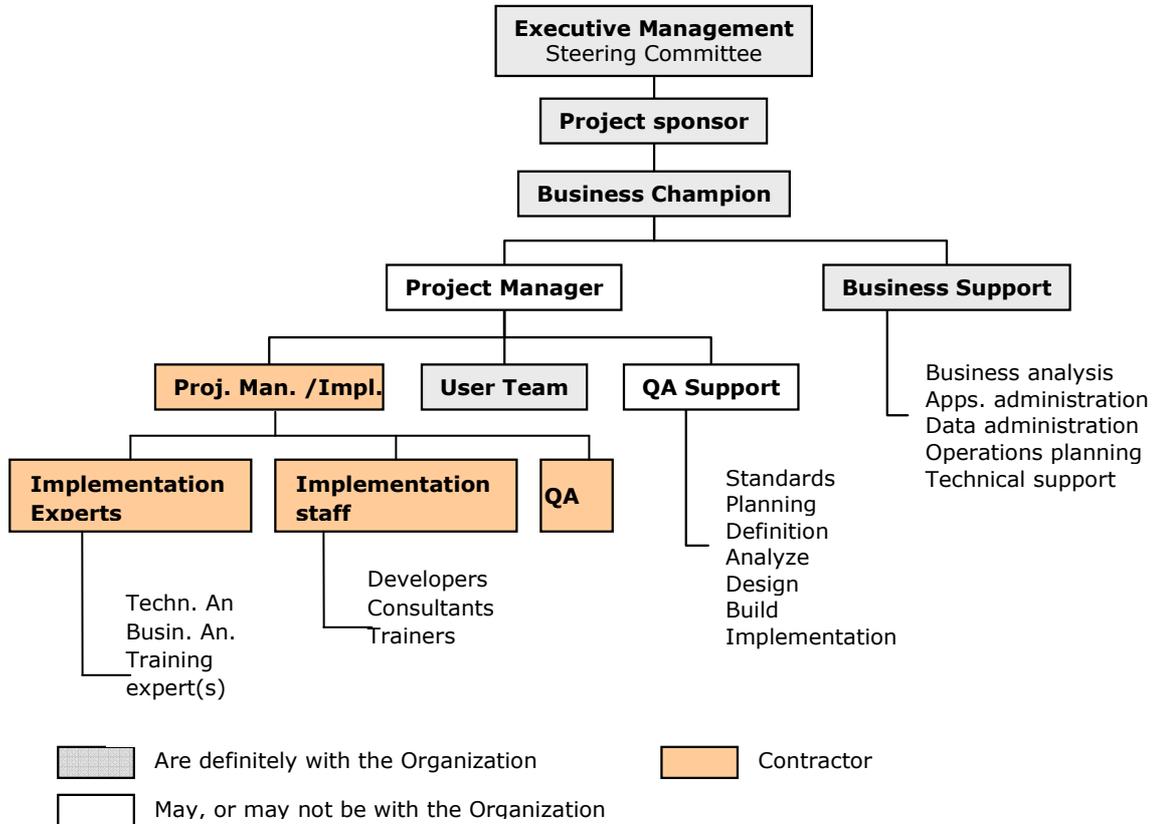
### **2.9.2 Organization scheme**

The Project Management organization will be depicted here; roles will be defined and responsibilities will be assigned to the typical roles.

The beneficiary can present its own counterpart suggested project organization that will follow the tender and the project implementation.

A typical project organization chart, including both the beneficiary side (a public sector entity), and the contractor side is depicted below:

## Typical Project Organization



The Project's Organization chart and structure may vary according to the nature of each specific project. Depending on the size and the nature of the tender the above structure can be reduced or enlarged. For a small and relatively simple project the structure can be reduced, where in a large complex project a large number of involved persons will "fill" all positions and teams. The description and responsibilities will be according to the level and functional area as described in "ICT Project Management" document and "ICT Introductory document"

### Guideline 2.9.2

When a Project Management structure for the beneficiary is presented in the tender document then it is consequently requested that the tenderer should present a counter part Project Management structure which will work together with the beneficiary Project Management team during the implementation of the project. The level and the depth of the requested structure should at least 'match' that of the beneficiary. For all Tenderers Project Management participants the following (minimum) should be included in the final proposal:

- Detailed Curriculum Vitae;
- Areas of Expertise;
- Responsibilities;
- Activities that the he/she will conduct;

Time allocated (distinguish Project Management and Project Implementation allotted time)

## 2.9.3 Table of Responsibilities

It will be presented **who** will do **what** for the tenderers and beneficiary resources. Those “what” and “who” will be linked to (a) Master Plan, (b) Milestone table and the (c) Project Management structure. The responsibilities will be briefly described here (if they have not already been described in above paragraphs – in 2.9.1 Resource Requirements or/and 2.9.2 Organization).

#### 2.9.4 Monitor and Reporting

Monitor and reporting requirements for the project implementation will be analytically described here.

##### Guideline 2.9.4

Usually the requested monitor and reporting items are the following:

- ❑ **Monthly progress report meeting** where the Project Management participates at a high specified level and all project development for the reporting period are presented, discussed, verified, controlled and possibly approved. This meeting could be conducted for longer reporting periods (i.e. for 2 months that to say bi-monthly progress report meeting) depending on the duration and nature of the project.
- ❑ **Monthly progress report** which usually accompanies the above meeting and contains all project developments for the reporting period. Again it might concern longer performance periods with a corresponding altered name (for 2 months will be bi-monthly progress report) depending on the duration and nature of the project.

#### 2.9.5 Acceptance procedures

Here the acceptance procedures of all project deliverables are described. All standards set in document “ICT Acceptance Procedures” should be explicitly followed and incorporated (wholly or partially according to the nature of the project).

Usually the Beneficiary Project Management Committee (or a special Tender or Acceptance Committee formed for the acceptance) following the described procedures of the present paragraph checks for the following principles:

- ❑ consistency of all project outputs and deliverables against the agreed project time plan;
- ❑ completeness;
- ❑ desired quality;
- ❑ expected quantity against the terms set in the tender document and in the final proposal of the contractor.

##### Guideline 2.9.5

Although it sound contracting here it has to be described and the not-acceptance procedure. That to say what is the procedure for returning deliverables back to the contractor as unacceptable, how the contractor can “correct” them and bring them to the desired level that was described in the tender and in the proposal. Finally all consequences for partial or total “failures” have to be clearly described in detail.

#### 2.10 Tender Evaluation Criteria

Although tender Evaluation process is described in high level in the “Instructions to Tenderers” part of Specific terms book, here is the appropriate place to give a detailed description of criteria and their links with the technical offer.

[Guideline 2.10](#)

Please refer to Appendix B for a detailed description of the evaluation criteria.

### 3 Appendix A - Conformity Tables

The tenderer is requested to include, fill, answer and reference with an absolute clarity the conformity tables in his/her proposal. This common practice safeguards that all set standards and specifications are met in the submitted proposals.

Conformity tables usually have four columns:

- Column 1: Describes the requirement;
- Column 2: describes if the requirement is Mandatory / Optional or the desired value;
- Column 3: The tenderer’s answer to the requirement (Yes/ No or a number);
- Column 4: The reference in the tenderer’s offer which justifies the answer (could be part of his/her proposal or a reference to technical manual)

Typical example of Conformity Table follows:

**Conformity Table A - Technical Specifications for System Integration**

SPECIFICATION	MANDATORY/ OPTIONAL	ANSWER	REFERENCE
<b>A.Database Servers</b>			
A.1. Number of database servers.	≥ 2		
A.2. The servers above should be clustered to achieve maximum functionality and availability	M		
A.3. Describe the characteristics of the servers	M		
A.3.1 Number of processors per server	≥ 2		
A.3.2 Type of processor (Intel or AMD)	M		
A3.2 Clock rate	≥ 3 GHz		
.....			

**Guideline 3**

Conformity tables also apply to software specifications. Please refer to “ICT Applications Standards” for a presentation of the most common software requirements.

Usually, conformity tables do not apply to study / project management services tenders.

## 4 Appendix B – Tender Evaluation Criteria

### 4.1 General

The evaluation process should be clearly described somewhere in the Specific Terms Book and most probably as a chapter (or an annex) in the Terms of Reference as it would be specific to the tender in question.

Always in public tenders it is tried to evaluate tenders in an objective way considering the technical and financial aspects of the submitted tenders. Often an evaluation committee is formed (which might be the same with the tender committee) which will conduct the evaluation activities. Such activities will typically include the following:

- ❑ Examine and evaluate all tender documents and their contents for their completeness according to the terms included in the published call for tender. Therefore it will be examined whether the required sureties have been furnished, whether documents have been properly signed and whether the tenders are generally in order according to the published call for tender. It is common practice that failure to respect the published terms and requirements constitute a formal error and thus result in the rejection of the tender as a whole.
- ❑ Evaluate and score the technical proposals for all tenders that have passed the above first step and have initially accepted for further process. The methodological approach must be clearly described (how the technical proposals will be scored) so as the objectivity of the evaluation process will be preserved. A typical and common approach for evaluating tenders using Evaluation Grids is described in the following paragraph.
- ❑ Evaluate the financial offers for all tenders that passed all previous steps. Here “evaluation” means to check that submitted financial offers are within the boundaries (maximum and minimum values) set in the published call for tender. Any financial offer outside the set boundaries is eliminated.
- ❑ Rank all passed tenders. Usually it is tried to rank tenders by combining the financial cost and the technical mark of the tender. Many approaches and variations exist here; a typical “combination formula” follows:

$$M_i = 70 \times (T_i / T_{max}) + 30 \times (C_{min} / C_i)$$

$M_i$	Final ranking score for tender i
$T_i$	Technical score for tender i
$T_{max}$	Maximum technical score set during the evaluation of all technical offers
$C_i$	Financial cost for tender i
$C_{min}$	Minimum financial cost found amongst the valid and passed tenders

The Tender i with the highest  $M_i$  - Final Ranking score will be ranked first and will be finally awarded the contract. It is quite feasible the contracting authority and/or the beneficiary to change or modify the above ranking approach according to the “nature” and requirements of the specific tender. Nevertheless some ranking methodological approach should be chosen and clearly described in order to preserve the objectivity of the evaluation process.

### 4.2 Evaluation Grid

Evaluation grids or tables are included in the tender documents in order to substantiate the objectivity of the evaluation process of the technical proposals of all passed tenders. Tenderers can perceive how the Technical/ Tender Committee will “measure”, mark and weigh the contents of their tender. An Example of an Evaluation Grid follows:

<b>Evaluation Grid</b>	
<b>A. Technical characteristics</b>	
A.1 Hardware and System Software	10
A.2 Application Software	30
A.3 System architecture and integration	5
A.4 Living demonstration of the proposed solution	5
<b>Total score for technical characteristics</b>	<b>50</b>
<b>B. Services</b>	
B.1 Business Process Reengineering	10
B.2 Training	5
B.3 Maintenance and support	5
<b>Total score for Services</b>	<b>20</b>
<b>C. Human Resources and Project Management</b>	
C.1 Project Team	15
C.2 Project Management scheme	5
C.3 Time plan and activities	5
C.4 Methodologies and tools	5
<b>Total score for Human Resources and Project management</b>	<b>30</b>
<b>Overall Total Technical Score</b>	<b>100</b>

The above evaluation grid results to the Total Technical Score which will be used in the “combination” formula for calculating the final ranking score of the tender. However and in order to avoid the subjective and arbitrary technical scoring, evaluation criteria must be described for every row of the above table; the latter evaluation criteria will form the Evaluation Criteria Table. The following have to be noted:

- The number of the criteria for every section should be balanced: not too many (tens) or a few (one!);
- Criteria can be separately scored in a weighted approach totaling to the final score for the section;

- If criteria will be scored separately then certain boundaries can be set (i.e. minimum 50 and maximum 120) or criteria scores can be district (i.e 1, 2 or 3). In any case the scoring rationale must be described resulting to a univocal scoring approach.

All the above are alternatives to the evaluation process methodological approach; the author of the tender should think how to use and match them considering the nature and specifics of the tender in question.



## 5.2 CV template for human resources

This is a suggested format that will be incorporated in the tender document so as all tenderers will present CV information in a similar format and include all vital related information.

### Curriculum vitae

**Proposed role in the project:**

1. **Family name:**
2. **First names:**
3. **Date of birth:**
4. **Nationality:**
5. **Marital status:**
6. **Education:**

Date [From – To]	Institution Name	Degree(s) or Diploma(s) obtained:

7. **Language skills:** Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)

Language	Reading	Speaking	Writing

8. **Membership of professional bodies:**
9. **Other skills:** (e.g. Computer literacy, etc.)
10. **Present position:**
11. **Years within the firm:**
12. **Key qualifications:** (Relevant to the project)
13. **Specific experience in the region:**

Country	Date [From To]

14. **Professional experience**

Date [From-To]	Location	Company	Position	Description

15. **Other relevant information**