

## **TERMS OF REFERENCE (TOR)**

FOR THE IMPLEMENTATION OF CASH RECEIPTING AND INVOICE SYSTEM  
FOR  
SUDAN TAXATION CHAMBER (STC)  
V1.0

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# **PART I: AGREEMENT**

# **PART I: AGREEMENT**

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## 1. INTRODUCTION

### 1.0 Purpose

Sudan Taxation Chamber (STC) is looking for a software system's vendor from Local (Sudanese) or Foreign to develop and deploy, implement, support, and maintain a POS system that is used for Cash Receipting and Invoice management, as per the STC business and technical requirements. The deployment is to include 700 invoice machines, 300 Cash receipting machines and four complete server machines, along with all relevant client and server software programs and databases. This document outlines the objectives, scope, management approach, limitations, and deliverables, instructions to bid, associated with providing POS deployment services to deliver the agreed Scope of Work.

### 1.1 Abbreviations:

STC	Sudan Tax Chamber
POS	Point of Sale
TIN	Tax Identification Number
NIN	National Identification Number

### 1.2 About the Vendor

The mission of the vendor is to deliver a system that meets best international practices in the area of point of sales and invoice creation system as per STC business needs. The vendor should have Knowledge, skills, abilities, and experience and qualifications required to achieve the system delivery outcomes; therefore qualifications will be assessed based on the actual needs of STC to determine suitability of vendor. Vendor Qualifications requirements listed below are the desired qualifications:

- Minimum 5 years of experience in software engineering area.
- Experience with an ability to use a systematic approach to apply appropriate software engineering methodologies for the entire lifecycle of the system development.
- Experience with an Ability to transfer the approved business processes to enterprise solutions.
- Experience with software engineering concepts and techniques associated with a systematic approach process.
- Experience with point of sale and invoice creation systems.
- Excellent understanding of Enterprise and Financial Systems.

### 1.3 Objective

STC is seeking qualified vendor to implement and deploy a point of sale system that handles the cash receipting and invoice creation and tracking process. The objectives of the new system deployment are:

- Validation of STC business and technical requirements for the POS system
- prepare and submit a final system's software and hardware design specifications document for the POS system implementation as per the STC final and validated business and technical requirements.
- The design shall cover performance, reliability, failover, redundancy, and data recovery specification as per the international IT standards.
- Deploy the POS devices, servers, and all other related hardware as per the final design document
- Implement, test, and deploy the new POS software systems
- Train STC key business staff on the POS system
- Train a team of end users, merchants and sellers on the POS system utilization.
- Train the STC technical as well as STC authorized technical team on software and hardware maintenance and support.
- Train STC technical staff on the new system software development, programming, and maintenance.
- Provide hardware and software technical support during the warranty period.
- Continue to provide technical support throughout the system lifetime.
- Provide adequate design, training, user manuals, system administration manuals, and all other necessary documents to STC

## 2 SCOPE OF WORK

The following represents the Scope of Work that will be undertaken to meet the requirements of STC POS deployment:

### 2.1 STC POS business and Technical requirements:

- 2.1.1. The system is to handle cash receipting, Performa invoices, and invoices.
- 2.1.2. The system deployment includes:
  - 700 invoice POS machines
  - 300 Cash receipting machines
  - 4 servers machines
  - All relevant clients and servers software programs and databases
- 2.1.3. The system is to be configured with the seller's information that includes but not limited to:
  - Seller name
  - Address and location
  - Seller Tax identification Number ( TIN)
  - Cashier Name
  - Cashier ID
  - Password
  - Sector
  - Device ID
  - Device type
  - Software version
  - VAT rate
  - BPT rate
  - Stamp
  - POS Server connection information
  - Seller's own POS system connection information
  - Unique number generation seed value
  - Zero number – unanimous user use option flag
  - National number option flag
  - TIN lookup data that include for each tax payer TIN and Name
- 2.1.4. The system is to transmit its receipt and invoice data to the POS server electronically
- 2.1.5. The POS devices are to transmit its transaction data to the seller's own POS system, when the option is turned on
- 2.1.6. The system shall provide the option to communicate with and transmits POS transactions to the seller's own POS system via standard file structure
- 2.1.7. The POS devices are to establish connections and disconnect with POS server and seller own POS system automatically.
- 2.1.8. The POS devices are to transmit its transactions to the seller's own POS automatically.
- 2.1.9. The POS server sends the setup changes and updates to the POS devices electronically online whenever the device connects to it.
- 2.1.10. The POS server uploads the software changes and updates to the POS devices electronically online.
- 2.1.11. The POS devices are to communicate online to the POS server via GSM as well as all other network options.
- 2.1.12. The POS devices are to be able to operate online and offline
- 2.1.13. The POS devices are to store all transactions for 6 years
- 2.1.14. The POS device shall enable the search and location of tax payers using TIN or Tax payer name.
- 2.1.15. All TIN users' information must be read-only.
- 2.1.16. The POS shall process and issue an invoice or receipt for tax payers only if his TIN exist in device own memory.  
i.e was received from the POS server electronically.
- 2.1.17. No tax payer information shall be created or entered to the device manually.
- 2.1.18. The POS devices shall be able search for and locate a transaction by date, transaction ID, customer name, or customer ID.
- 2.1.19. The POS devices are to enable the reprinting of existing transactions.
- 2.1.20. The Cash receipting machine prints at least one of the receipts

- 2.1.21. Invoice machine print one origin and at least two copies of the invoices or Performa invoices
- 2.1.22. The POS devices shall generate unique transaction ( receipt or invoice) ID
- 2.1.23. Invoice devices are to be able to generate Performa invoice as well as final invoices
- 2.1.24. Invoice devices shall be able to produce a final invoice using an existing Performa invoice one and only one time
- 2.1.25. POS devices users shall never be able to edit a receipt or invoice once it is printed.
- 2.1.26. The POS devices users shall never be able to edit any configuration, setup, or program data
- 2.1.27. The POS devices cash receipts and invoices are to include but not limited to :
- Seller name
  - Seller TIN
  - Seller Location
  - Cashier Name and ID
  - Device ID
  - Sector
  - Invoice or receipt unique ID
  - Date and time
  - Customer ID, that is either:
    - ✓ TIN for tax payers ( invoice as well as receipt machines)
    - ✓ National ID number for non-taxpayers ( for invoices and tax receipts machines)
    - ✓ Zero for unanimous , non-tax payers ( cash receipt only)
  - Item name
  - Item code
  - Quantity
  - Unit price
  - Amount
  - VAT rate and amount
  - BPT rate and amount
  - Overall total
  - Any other specifications as outlined by STC invoice template
- 2.1.28. The devices are to submit " I am alive " report to POS server
- 2.1.29. The POS devices shall store the transaction in encrypted format.
- 2.1.30. Invoices and receipts transmission interrupt is to cause the same transaction to be resubmitted.
- 2.1.31. Entire data processing and handling must be fully secure throughout the processing cycle. By utilizing PKI system specifications.
- 2.1.32. The PKI system shall obtain its digital certificate from the national PKI authority online.

## **2.2. Validation of STC POS business and Technical requirements:**

The vendor shall validate STC business and technical requirements as outlined in section 2.1 of this document. The vendor is to review and validate those STC POS business and technical requirements against the best international POS systems devices as well as his own experience in the field. Final recommendations made by the vendor must comply with all STC rules and regulations.

## **2.3 Preparation and submission of final design document**

The vendor is prepare and submit final technical design documents that outlines in detail all hardware and software specifications that represents the system which will fully meet STC business requirements . The design shall include but not limited to:

- Mapping of Process flows
- The hardware and software structure of the new system
- Hardware, server, clients, and communication infrastructure specifications.
- Overall POS system, design, charts, mapping and specifications
- Communication between all system components specifications
- Reliability measures of the new system
- Security measures for the Data and system specifications



- Redundancy specifications
- Failover and data recovery specifications
- Maintenance detailed plan
- Training plan for STC key business staff and end users.
- Technical training plan for STC technical staff and their authorized technical team on programming, advance support, system administration, and hardware maintenance
- Support and maintenance, Short and long term plans.
- STC is to endorse the design document before the deployment starts.

#### **2.4 POS system deployment:**

Using the design and requirements documents above, the vendor is to deploy the hardware, deploy the software. The vendor is to build development, UAT, and production environments. Once the system is ready for UAT, STC staff and selected end users will perform user acceptance testing. In the meantime, the vendor will prepare training manuals, and train end users. Once the system passes the UAT, the system will be released and deployed for production.

#### **2.5 Support and maintenance:**

The vendor is responsible to provide functional and technical support for the entire POS system hardware and software. The vendor is to train STC technical staff to gradually take responsibility for technical and functional support. The training and skill transfer include but not limited to software changes, system and database administration, that covers device, peripherals and the POS server.

### **3. Project management**

#### **3.1. Software Licenses requirements**

Vendor is responsible for supplying all relevant software Licenses.

#### **3.2. Warranty requirements:**

Vendor shall provide at least one year warranty for the POS system software and hardware. During this year, the vendor shall be fully responsible for the entire software and hardware support and maintenance.

#### **3.3. Permanent support and maintenance requirement:**

Vendor is required to submit long term support and maintenance plan.

#### **3.4. Time Frame**

The total time frame for the whole project is expected to be 3 (three) months after signing the contract.

#### **3.5. Project Plan**

The Vendor must prepare a Preliminary Project Plan describing, among other things, the methods and human and material resources that the vendor proposes to employ in the design, implementation, deployment, support and maintenance management, coordination, and execution of all its responsibilities, if awarded the Contract, as well as the estimated duration and completion date for each major activity. The Preliminary Project Plan must also address the topics and points of emphasis specified in the scope of work including any additional items stated in the Bid Data Sheet.

In close cooperation with STC and based on the Preliminary Project Plan, the vendor when hired shall develop a Final Project Plan encompassing the activities specified in the Contract. The approved Project Plan (the Agreed and Finalized Project Plan) shall be contractually binding on STC and the vendor.

#### **3.6. Payment of Vendor**

Vendor payments will be based on each of the project phases as agreed between STC and the vendor. Payments are to be linked to clearly specified outputs (deliverables) of each project phase.

The payment for each phase can be constructed by any of the three contract options mentioned on the Financial Proposal (refer to Form C and F- PART II). The payment terms can be agreed upon on the contract.

#### 4. Agreement and special conditions

##### 4.1. Vendor Information

Name:  
Citizenship:  
Vendor Representative:  
Phone Number:  
E-mail Address:

##### 4.2. Agreement

- 4.2.1. Because the Vendor possesses valuable experience, knowledge, and expertise concerning POS systems , software development, enterprise applications, business plans, and other matters of vital importance to STC, STC desires to ensure its continuous access to that experience, knowledge, and expertise by entering into a system deployment arrangement with the Vendor.
- 4.2.2. The Vendor desires to make himself available as a POS system Vendor to STC.
- 4.2.3. STC and the Vendor desire to set forth in writing the terms and conditions of the system deployment relationship.
- 4.2.4. NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, both parties, through friendly negotiations and abiding by the principle of equality and mutual benefit, hereby both parties agree on the following terms and conditions:

##### 4.3. Job Title

- 4.3.1 STC contracting the Vendor in the capacity of POS supplier.
- 4.3.2 The Vendor is expected to perform all duties which may be required of him in this role

##### 4.4. Scope of Work

- 4.4.1 Contracting Relationship: Effective date.....20XX, the Vendor shall provide POS deployment to STC under the terms of this Agreement.
- 4.4.2 The Vendor shall perform the services set forth in Section 2 attached here (the "Services"). Any additions or modifications of the Services shall be set forth in writing and signed by both parties. The performance of services and compensation therefore necessary for completion of such additions or modifications shall be governed by this Agreement unless otherwise described in the written agreement of the Parties.
- 4.4.3 Both parties agree that subject to the conditions of this Agreement, the Vendor will provide POS deployment as set forth in Exhibit 2 <Scope of work>.
- 4.4.4 As requested by STC, The Vendor, shall use his best efforts to deploy the POS system for STC
- 4.4.5 The Vendor shall serve STC in their business to the best of his ability and perform services and duties as shall be reasonably assigned to, and requested of, him by STC .
- 4.4.6 The Vendor is not an employee of STC and is not authorized to enter into any legal or contractual obligations on behalf of STC.

##### 4.5 Place of Work

- 4.5.1 The Vendor normal place of work is either STC headquarters or the Vendor office based on the work needs and mutual agreement between Parties. STC may require the Vendor however to work at such other locations on a temporary basis as STC may from time to time require.
- 4.5.2 The Vendor may be required to travel throughout the country in order to fulfill the duties of his deployment services.

##### 4.6 Normal Working Hours

- 4.6.1 The Vendor and their team member agree to be available at reasonable times and for reasonable periods of time that will allow the Vendor to execute his duties in proper ways, and, to complete the duties assigned to him.

#### **4.7 Non-Exclusive Engagement**

4.7.1 The Parties expressly acknowledge and agree that the relationship between the Parties under this Agreement shall be non-exclusive, and that each of the Parties may, subject to the obligations hereof pertaining to proprietary or confidential information or the like, enter into substantially similar agreements with other parties with respect to :

- (i) Services similar (or substantially similar) to the Services contemplated hereunder, or part thereof, or
- (ii) as applicable, the Services, or part thereof.

4.7.2 Both Parties agrees that the Vendor will provide the Services non-exclusively to STC.

4.7.3 Subject to the foregoing, the Vendor may from time to time act as a Vendor to, perform professional services for, or enter into agreements similar to this Agreement with other persons or entities without the necessity of obtaining approval from STC as long as the new Agreement does not represent conflict of interest with this Agreement. Any such work product from such activities with other persons or entities shall be the sole and exclusive property of the Vendor .

4.7.4 So long as the Vendor performs services in accordance with this Agreement and complies with the restrictive covenants of this Agreement, nothing shall prevent him from performing services for other businesses or entities.

4.7.5 The Vendor will not enter into any other agreement that is in conflict with the Vendor 's obligations under this Agreement.

4.7.6 The Vendor represents that he is not an employee or a Vendor to any of the companies competing for this project.

4.7.7 The Vendor represents that he is not a party to any existing agreement which would prevent him from entering into and performing this Agreement.

4.7.8 During the terms of this Agreement, the Vendor shall devote his time, attention and energies to the business activities required of the Vendor by STC under this Agreement as mutually agreed by the parties.

#### **4.8 Office and Equipment**

4.8.1 The Vendor shall provide the Services at the premises of STC or other offices designated by STC or remotely as appropriate. Necessary space equipment and materials will be provided by STC at its own expense.

4.8.2 Any equipment provided by STC , or the purchase of which is funded by STC , in connection with this agreement, including all associated licenses, warranties, manuals and documentation shall be and remain with STC. During the Deployment and support Period, all such equipment shall be used solely for purpose of work associated with STC.

4.8.3 Promptly upon the expiration or sooner termination of the term of this Agreement, and earlier if requested by STC at any time, the Vendor shall deliver to STC (and will not keep in the Vendor 's possession or deliver to anyone else) all Confidential Information of STC and all software, documentation devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by the Vendor as part of or in connection with the Services or otherwise belonging to STC.

4.8.4 To enable him to efficiently and effectively perform his duties hereunder, STC shall continue to provide the Vendor with the existing computer support, email, telephone and fax accounts until this Agreement is no longer in effect

#### **4.9 Assignment**

4.9.1 The Vendor may not assign this Agreement or his interest herein, nor delegate any obligations hereunder, without the prior written consent of STC.

#### **4.10 Proprietary Rights**

4.10.1 All work performed under this Agreement, and all Services, Software, materials, products, deliverables developed or prepared for STC by the Vendor under this Agreement, are the property of STC. All such materials shall belong exclusively to STC, with STC having the right to obtain and to hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof.

4.10.2 The Vendor agrees to give STC and any person designated by STC, reasonable assistance required to perfect the rights defined in this section without further payment or compensation.

4.10.3 The Vendor shall promptly make a complete written disclosure to STC of any invention, discovery or improvement which, to the Vendor's knowledge, is unique or novel, whether patentable or not, conceived of or first actually reduced to practice, solely or jointly, by STC's employees during the term of this Agreement and in the performance of services hereunder.

#### **4.11 General Obligations during Vendor**

4.11.1 During and after the term of this Agreement, the Vendor will assist STC in every reasonable way, at STC's expense, to secure, maintain and defend for STC's benefit all copyrights, patent rights, mask work rights, trade secret rights and other proprietary rights in and to the Services and Products. Vendor shall promptly notify STC of any and all inventions conceived or reduced to practice in the performance of any Services under this Agreement.

4.11.2 The Vendor shall not, at any time, use, copy, disclose, communicate and/or publish or enable or cause any person to become aware of and/or use, copy, disclose, communicate and/or publish any confidential information which he receive or obtain during the course of or as a result of his services with STC.

4.11.3 The Vendor shall not, either during his POS deployment or after its termination, make any statement or give any interviews to the media in relation to STC or any of its Vendor s, members or workers without the prior written consent of STC.

4.11.4 The Vendor agrees that he shall, whenever requested by STC and in any event on the termination of this agreement, promptly return to STC all property belonging to STC in his possession, custody or control. He acknowledges and agrees that, on termination of his POS deployment, he shall not be entitled to retain any STC property.

4.11.5 The Vendor is required to inform STC if he is offered and/or receive any gifts or hospitality in connection with his work for STC. STC reserves the right to require the Vendor to refuse any such gifts or hospitality and/or to return them.

4.11.6 The Vendor will not at any time during the term of this Agreement, directly or indirectly, solicit, entice, request, divert, recruit or induce any current employee to leave STC's employ or otherwise terminate that person's relationship with STC.

#### **4.12 Indemnification**

4.12.1 The Vendor agrees to be responsible for his own actions. The Vendor agrees to indemnify and hold harmless STC and its directors, officers, employees and agents from and against all claims and losses of any type, including reasonable attorneys' fees, in connection with, in whole or in part:

(i) any negligent act or omission by, or any willful misconduct on the part of, the Vendor in the performance of this Agreement; or

(ii) the Vendor failure to comply with any applicable Federal, state or local law.

#### **4.13 Cooperation**

4.13.1 The Vendor shall use his all efforts in the performance of his obligations under this Agreement.

4.13.2 The Vendor shall cooperate with STC's personnel, shall not interfere with the conduct of STC's business and shall observe all of STC's rules, regulations and security requirements concerning the safety of persons and property real and intellectual.

#### 4.14 Confidentiality

4.14.1 Both parties acknowledge that disclosure of any Confidential Information by the receiving party will give rise to irreparable injury to the providing party, inadequately compensable in damages. Accordingly, the providing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. Both parties acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests of the providing party and are reasonable in scope and content.

4.14.2 The Vendor acknowledges that, in the course of performing and fulfilling his duties hereunder, he may have access to and be entrusted with confidential information concerning the present and contemplated operations and activities of STC, the disclosure of any of which confidential information to anyone outside of STC would be highly detrimental to the interests of STC. The Vendor further acknowledges and agrees that the right to maintain the confidentiality of such information constitutes a proprietary right which STC is entitled to protect. Accordingly, the Vendor covenants and agrees with STC that he will not, during or after the term of this contract, disclose any of such confidential information to any person, firm corporation, or foreign country nor shall he use same, except as required in the normal course of his engagement hereunder, and thereafter he shall not disclose or make use of the same. Should Vendor reveal or threaten to reveal this information, STC shall be entitled to an injunction restraining the Vendor from disclosing same, or from rendering any services to any entity to whom said information has been or is threatened to be disclosed, the right to secure an injunction is not exclusive, and STC may pursue any other remedies it has against the Vendor for a breach or threatened breach of this condition, including the recovery of damages from the Vendor .

4.14.3 The Vendor acknowledges that "Confidential Information" is of great value to STC. Accordingly, the Vendor agrees not to divulge to any Unauthorized Person, either during or after the term of this Agreement, any Confidential Information obtained or developed by the Vendor during the term of this Agreement. The expression "Unauthorized Person" means anyone who is not an employee, agent, advisor or Vendor of STC or one of its affiliate companies. Upon the expiration or earlier termination of this Agreement, the Vendor agrees to deliver to STC all documents, papers, drawings, tabulations and similar documentation which are furnished by STC to the Vendor or were prepared by the Vendor in performance of the Services for STC. Upon the expiration or termination of this Agreement, the Vendor agrees to make no further use or utilization of the Confidential Information.

4.14.4 Confidential Information are any specifications, drawings, sketches, models, samples, data, computer programs (including all source code and object code) or documentation, technical information, methods of operation, STC client information, finances, or other business information or confidential information of STC or the Vendor (the "Confidential Information") and furnished or disclosed by one party to the other hereunder shall be deemed the property of and, when in tangible form, shall be returned to the providing party upon completion or termination of this Agreement; provided, however, that any Confidential Information created by either party in accordance with or in furtherance of the terms of this Agreement shall be deemed the property of STC, and the Vendor shall be deemed the receiving party. Unless such information was previously known to the receiving party free of any obligation to keep it confidential, or has been or is subsequently made public by the providing party or a third party with a right to disclose such information, it shall be held in confidence by the receiving party, shall not be disclosed to any third party by the receiving party, shall be used only for the purposes hereunder, and may be used for other purposes only upon such terms and conditions as may be mutually agreed upon in writing; provided, however, that the receiving party may disclose the Confidential Information as may be required by law, rule, regulation or court order or decree, or if the receiving party reasonably determines (following advance notice to and opportunity to comment by the other party) that such disclosure is necessary in order to comply with applicable law.

4.14.5 "Confidential Information" shall not include information that (a) is or becomes generally available to the public through avenues not in violation of this Agreement, or (b) was available to the Vendor on a non-confidential basis prior to disclosure to the Vendor by STC.

4.14.6 Notwithstanding anything to the contrary, in the event that the Vendor incorporates any of its Confidential Information into the Services and/or Software, STC shall have the right to use, disclose and sublicense such Confidential Information.

## **4.15 Performance Security**

4.15.1 As Performance Security for the due performance of the Vendor 's obligations under this Agreement, the Vendor shall within project time, furnish STC with the following:

4.15.1.1 A Bank Guarantee in the amount specified in contract from a non-US commercial bank acceptable to STC and valid not less than the time specified in contract and any extension thereof, if any. The Bank Guarantee shall be binding on the guarantor notwithstanding such variation, alterations or extensions of time as may be made, given, conceded or agreed under this Agreement. The expenses of preparing, completing and stamping such instrument shall be borne by the Vendor ; or

4.15.1.2 Notwithstanding anything else in this Agreement, the percentage (specified in contract )of the value of each invoice rendered by the Vendor and approved for payment by STC (net of the VAT) shall be retained by STC until the accumulated retention corresponds to the cap of the Estimated Fees as specified contract]. The same shall be retained by STC until all of the Vendor 's responsibilities under this Agreement have been completed to the reasonable satisfaction of STC and a "contract closure certificate" has been prepared by the Vendor and accepted in writing by STC.

4.15.2 Should the expiry date of the Bank Guarantee required to be furnished pursuant to Article 4.14 .1 occur before the end of the Primary Term and any extension thereof, the Vendor shall furnish at least 14 days before the date of expiry of the Bank Guarantee, a new Bank Guarantee for the same amount as previously provided, except with a revised date of expiry which shall not be earlier than the time specified in Article 4.14 .1. Should the Vendor fail to provide the new Bank Guarantee, STC may invoke the unexpired Bank Guarantee without prejudice to all its other rights under this Agreement or law or equity.

4.15.3 If the Bank Guarantee to be furnished pursuant to this Article, is not duly furnished to STC within the time specified in Article 4.14 .1, STC, may at its own option and without prejudice to any rights or claims it may have against the Vendor by reason of the Vendor 's non-compliance with any of the provisions of this Article, apply the provisions of Article 4.14 .6 hereof.

4.15.4 STC reserves the right to instruct the Vendor to revise the Bank Guarantee amount to correspond to any increase in the Estimated Fees. Failure to revise the Bank Guarantee amounts as required shall be deemed to be a default under this Agreement and STC may invoke the Bank Guarantee without prejudice to all its other rights under this Agreement or law or equity or apply the option as provided for in Article 4.14 .6 hereof.

4.15.5 In addition to any Bank Guarantee, the Vendor shall, if requested by STC, furnish STC with a Parent entity Guarantee duly executed by the ultimate parent entity or entities of the Vendor . Failure to provide a Parent Entity Guarantee, if requested, shall be deemed to be a default under this Agreement and STC may, without prejudice to all its other rights under this Agreement or in law, invoke the Bank Guarantee.

4.15.6 Failure of the Vendor to provide the Bank Guarantee or failure of the Vendor to continue to provide the required Bank Guarantee throughout the term of this Agreement shall entitle STC to withhold any payment due to the Vendor until such time as the equivalent amount required for the Bank Guarantee has been duly withheld by STC. This withheld amount shall not be released until the Vendor furnishes the required Bank Guarantee to STC or until the entire Vendor obligations related to this Agreement are satisfactorily completed.

4.15.7 If the Vendor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons (or the equivalent under local law) each must separately comply with the obligations of Article 4.14.

4.15.8 For the purposes of this and Article 4.14 , "invoke" in respect of the Bank Guarantee shall include making a demand or call upon such Bank Guarantee by STC.

#### **4.16 Entire Agreement**

4.16.1 This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all services undertaken by the Vendor for STC. No modification to any provision of this Agreement shall be binding unless in writing and signed by both STC and the Vendor .

4.16.2 No waiver of any rights under this Agreement will be effective unless in writing signed by the party to be charged.

4.16.3 All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, except that the duties and responsibilities of the Vendor hereunder are of a personal nature and shall not be assignable or delegable in whole or in part by the Vendor .

4.16.4 This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the authorized representative of the party to be charged.

#### **4.17 Force Majeure**

4.17.1 Force majeure as mentioned herein refers to war, fire, earthquake, flood and other natural disasters, or any event which is unforeseeable and unavoidable when both parties sign this Agreement.

4.17.2 Should either party be prevented from or delayed in performing all or part of its obligations under this Agreement owing to force majeure, it shall be exempt from the Liability for Breach of Contract arising there from, but it shall continue to perform this Agreement after the influence of force majeure is removed. If the influence of force majeure makes it impossible to perform this Agreement, both parties may terminate this Agreement and negotiate for a resolution.

#### **4.18 Severability**

4.18.1 If any provision of this Agreement is declared invalid by any tribunal or competent authority, then such provision shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time and as so adjusted, shall be deemed a provision of this Agreement as though originally included.

4.18.2 If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included, in either case, the remaining provisions of this Agreement shall remain in full force and effect

#### **4.19 Governing Law and Resolution of Disputes**

4.19.1 This Agreement shall be governed by and construed in accordance with the laws of Sudan whose courts shall have exclusive jurisdiction over disputes arising between the parties hereto.

4.19.2 All disputes and differences whatsoever arising out of or in connection with this agreement which cannot be resolved by the Parties by mutual discussions, will be referred to arbitration according to the Sudanese Arbitration Act. The number of arbitrators shall be three. The Venue for Arbitration will be Khartoum, Sudan. The Arabic language shall be used through arbitral proceedings. The arbitral award shall be final and binding on the parties.

4.19.3 The Vendor shall observe STC's rules and abide by the pertinent laws of the host country and respect its customs and traditions.

#### **4.20 Assistance in Litigation**

4.20.1 Vendor shall upon reasonable notice, furnish such information and proper assistance to STC as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after POS deployment .

#### **4.21 Liability for Breach of Contract**

4.21.1 Where STC fails to pay service fee to the Vendor as specified in this Agreement, and the failure to pay lasts for fifteen workdays or longer, the Vendor , to the extent being permitted by related laws, has the right to terminate the contract immediately and exercise all its rights under this agreement.



## **4.22 Remuneration**

4.22.1 Nothing in this agreement shall be determined to constitute an employment agreement. Fees payable hereunder in respect of the Services are regarded by STC as freelance earnings and no income tax or so called social security payments will be deducted from the fees payable hereunder.

## **4.23 Payment**

4.23.1 Both parties agree that as a consideration for the technical POS deployment and technical services rendered by the Vendor, STC shall pay Vendor a net total to be paid as per PART II- FORM F-(Financial proposal).

4.23.2 For each Milestone Payment, the Vendor shall provide a request for payment to STC at least 10 working days before the payment due date.

4.23.3 If the Agreement is terminated in the middle of the Implementation period and Vendor not achieved the milestone payment requirement, the Vendor shall be paid a pro-rata portion of the fee owed to the Vendor for such period.

## **4.24 Expenses**

4.24.1 The Vendor may incur reasonable expenses for furthering STC's business, including expenses for travel, and similar items. STC shall reimburse Vendor for all business expenses after the Vendor presents an itemized account of expenditures, pursuant to STC policy.

4.24.2 Expenses, individually or related expenses will be determined in discussing the contract. The Vendor shall provide reasonable documentation relating to all expenses as required by STC.

## **4.25 Deductions**

4.25.1 The Vendor for consent to the deduction of any sums owing by him to STC at any time from his payment or any other payment due from STC to him. The Vendor also agrees to make any payment to STC of any sum owed by him to STC on demand by STC at any time.

## **4.26 Taxes and Duties**

4.26.1 Notwithstanding anything else contained in this Agreement, the Vendor shall be responsible for and shall pay at its own expense when due and payable:

4.26.2 All taxes and charges applied by governments outside Sudan,

4.26.3 Any taxes levied by the Government of Sudan related to any employee of the vendor, and

4.26.4 Any other taxes of whatever nature levied by the government of Sudan in relation to the Services, including but not limited to all excise, storage, consumption and use taxes, licenses, permit and registration fees, income, profit, corporate tax, income tax on the Vendor or their personnel, excess profit, franchise and personal property taxes and all employment taxes and contributions imposed or that may be imposed by any applicable Laws or trade union contracts, including without limitation, taxes and contributions for unemployment and compensation insurance, old age benefits, welfare funds, pensions and annuities, disability insurance and similar items.

#### **4.27 Health and Safety**

4.27.1 STC recognizes that safe working practice is a joint concern for STC and its Vendors. STC is responsible for ensuring that working conditions conform to statutory requirements. To comply with these requirements there must be an acceptance on the Vendor part to act in a responsible manner and not to indulge in unsafe working practices. The Vendor is required at all times to observe and co-operate with safety procedures.

4.27.2 The Vendor is required to familiarize himself with the Health and Safety regulations in force and to ensure that at all times he takes care not to endanger himself or any other person. The Vendor is required at all times to observe the Health and Safety Policy of STC.

4.27.3 The Vendor should be aware that irrespective of any action taken by STC, if he is found contravening safety regulations he could be liable to criminal proceedings under the provisions of the Health and Safety Laws.

#### **4.28 Termination of Contract**

4.28.1 Should either party fail to perform this Agreement within the agreed-upon term and remain so within thirty days thereafter, the other party shall be entitled to terminate this Agreement upon giving a notice to defaulting Party. Notice of termination shall take effect as of the date of arrival

4.28.2 The Vendor may terminate Contract upon thirty (30) calendar days' written notice to STC. STC upon whom no such notice was served may hold the Vendor liable for damages. Vendor may be required to perform his or her duties and will be paid the regular salary to date of termination.

4.28.3 STC may terminate this Agreement upon thirty (30) calendar days' written notice to the Vendor. The Vendor upon whom no such notice was served may hold the terminating STC liable for damages.

4.28.4 Notwithstanding anything to the contrary contained in this agreement, STC may terminate the Vendor's Contract upon thirty (30) calendar days' notice to the Vendor should any of the following events occur:

4.28.5 The sale of substantially all of STC's assets to a single purchaser or group of associated purchasers; or

The sale, exchange, or other disposition, in one transaction of the majority of STC's outstanding corporate shares; or

4.28.6 STC's decision to terminate its business and liquidate its assets;

4.28.7 The merger or consolidation of STC with another company;

4.28.8 Bankruptcy or reorganization

#### **4.29 Termination by STC:**

4.29.1 STC may terminate this Contract on the following just causes:

- Serious misconduct
- Willful disobedience of STC's lawful orders
- Habitual neglect of duties
- Absenteeism
- Insubordination
- Revealing secrets of establishment
- Engaging in trade union activities
- When Vendor violates customs, traditions, and laws of Sudan and/or terms of this Agreement

4.29.2 Should the Approved Vendor terminate this contract without giving the stated notice, the Vendor is liable to a charge equivalent to the period of notice. Should the Approved Vendor suffer from a long-term illness or accident causing early termination then there will be no liability.

#### **4.30 Notice Period**

4.30.1 Subject always to the statutory minimum notice requirements, following the end of this agreement probationary period, this Contract can be terminated by either party giving to the other not less than seven (7) calendar days' written notice.

4.30.2 The Vendor's termination of the Agreement, upon written notice to STC, if STC breaches the terms of this Agreement and, within ten (10) calendar days following written notice by the Vendor to STC of such breach, STC has failed to cure such breach.

4.30.3 STC's termination of the Agreement, upon written notice to the Vendor, if the Vendor breaches the terms of this Agreement and, within ten (10) calendar days following written notice by STC to the Vendor of such breach, the Vendor has failed to cure such breach.

4.30.4 All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered, sent by email, SMS, facsimile or mailed by registered or certified mail, or to such other names or addresses as STC or the Vendor, as the case may be, shall designate by notice to each other person entitled to receive notices in the manner specified in this paragraph.

#### **4.31 Effect of Prior Agreements**

4.31.1 This Agreement supersedes any prior agreement between STC or any predecessor of STC and the Vendor .

#### **4.32 Oral Modifications Not Binding**

4.32.1 This instrument is the entire agreement of STC and the Vendor . Oral changes have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

### **4.33 Amendment and Governing Law**

4.33.1 This Agreement may not be amended or modified except by an express written agreement signed by the Vendor and a duly authorized officer of STC. The terms of this contract and the resolution of any disputes will be governed by Sudan law.

### **4.34 Contract Renewal**

4.34.1 If either of STC or the Vendor do not wish to renew the POS deployment contract after it expires, then a written notice must be served one calendar month before it expires. Failing to do so by either party will deem the POS deployment contract renewed for additional 12 months after it expires.

### **4.35 Duration of Contract**

4.35.1 This agreement shall remain in effect for the period of the POS deployment or two (2) years from its effective date whichever is less.

## **PART II: TENDER DOCUMENT**

## **PART II: TENDER DOCUMENT**

### **INDEX:**

Form A - Instruction and Information to Bidder

Form B - Letter of Confirmation to Bid

Form C - Bid Proposal Form

Form D - Bid Exception

Form E - Technical Proposal Requirement and Forms

Form F - Financial Proposal Requirement and Forms

**FORM A: INSTRUCTION & INFORMATION TO VENDOR**

## **6 FORM A - INSTRUCTION & INFORMATION TO VENDOR**

### **1.0 INTRODUCTION**

1.1 Sudan Taxations Camper (STC) (hereinafter referred to as “STC”) is hereby soliciting a competitive Proposal for the Point Of Sale System , POS, for cash receipting and invoice management for STC.

1.2 Successful Vendor will be required to undertake the scope for the POS system for STC (hereinafter referred to as “Works”) based the requirements specified in the Invitation To Bid Document (ITB). Please study the ITB carefully.

### **2.0 DEFINITIONS**

Unless the context otherwise requires, the following terms and expressions in this ITB shall have the following meaning. Defined terms not contained in this Section 2 of Form A shall be deemed contained in the Articles Of Contract entitled “Definitions”.

2.1 “**Bid Proposal**” or “**Bid**” shall mean the proposal submission by Vendor in response to the ITB.

2.2 “**Vendor**” shall mean the person or persons, partnership consortium firm or company that responds to the ITB.

2.3 “**Bid Period**” shall mean the time between the issuance of this ITB and the Bid Closing Date.

2.4 “**Bid Closing Date**” shall mean the latest time by which Bid Proposal must be submitted by Vendor to STC.

2.5 “**Invitation To Bid Document**” or “**ITB**” shall mean this document including any documents, addenda, written clarification and written communication issued by STC during the Bid Period.

### **3.0 EXAMINATION OF ITB**

3.1 Vendor shall examine and consider all documents issued as part of this ITB prior to preparation of the Bid Proposal.

3.2 In order for STC to fully assess the relative merits of each Bid Proposal, Vendor is requested to furnish STC with any and all relevant and complete information as set forth in this ITB.

3.3 Vendor is urged to comply strictly with each and every one of the provisions of this ITB and must submit Vendor's proposal strictly in accordance with the terms of the ITB which consist of the followings:



Form A - Instruction And Information To Vendor

Form B - Letter Of Confirmation To Bid

Form C - Bid Proposal Form

Form D - Bid Exception

Form E - Technical Proposal Requirement and Forms

Form F - Financial Proposal Requirement and Forms

Articles Of Contract and Specific Conditions

Exhibits

3.4 FAILURE TO STRICTLY COMPLY WITH THE INSTRUCTIONS SET FORTH IN THIS FORM A WILL RESULT IN THE BID PROPOSAL BEING DEEMED TO BE NON - COMPLIANCE, IN WHICH CASE IT WILL BE EXCLUDED FROM FURTHER CONSIDERATION.

#### **4.0 CONFIRMATION TO BID**

4.1 Vendor is requested to check the ITB upon receipt and to advise STC if there is any omission or pages missing.

**4.2 Vendor is advised to confirm within 5 days upon receipt of ITB the followings:**

Vendors intention to submit Bid Proposal by returning a duly completed Form B. •

Name, address and contact information of representative to whom STC shall address all • communications.

4.3 Should Vendor decline to submit a Bid Proposal, Vendor shall state in writing the reasons for declining to submit a Bid Proposal, and Vendor shall promptly return all ITB to STC not later than the Bid Closing Date.

The Bid Documents returned shall be forwarded to the address given in Section 15 of this Form A and the following shall be clearly marked on the cover/envelope:

(a) DECLINE TO BID - DOCUMENT RETURNED

(b) Tender number and title

(c) Vendor's name

## **5.0 JOINT BID PROPOSAL**

5.1 STC will accept Bid Proposals made jointly by two or more Vendor who wish to combine their resources in order to maximize economies of scale for STC. The joint effort could be between local and foreign companies, between few local companies or between foreign companies and made in the form of joint venture, partnership, consortium or any other classifications it may be. **However, STC will not accept and will disqualify any Vendor who submits more than one Bid Proposal.**

5.2 Where Vendor consist of a joint-venture, partnership, consortium or any other form of joint venture, the members of the joint venture shall remain firm and committed throughout the bidding exercise and during the Contract period until Time For Completion. Any change of companies in the joint venture during the Bid Period or after award of Contract, is not allowed and may result in the Bid being disqualified or Contract being terminated or STC taking such remedies available to it under the ITB or Contract as the case may be.

5.3 The members of the joint venture shall nominate a Leading Party who shall act as the focal point with STC, and shall be authorized to act and decide on behalf of other members in all aspects of the Contract. Payment by STC under the Contract shall be made to the Leading Party account only.

5.4 A certified true copy of the Memorandum of Understanding (MOU) or Agreement on the joint venture, consortium or partnership shall be submitted together with the Bid. All members of the joint venture shall execute the Bid Proposal Form and shall be jointly and severally liable under the Bid Proposal.

5.5 If successful, all members of the joint venture shall be required to be signatories to the Contract. In addition, all members of the joint venture must provide evidence satisfactory to STC, of the authority to enter into the Contract and the authority of the signatories to sign the Contract.

## **6.0 ADDENDA**

6.1 STC may, from time to time during the Bid Period, issue addenda to this ITB. Vendor shall acknowledge receipt of addenda in the manner specified in the addenda cover letter.

6.2 Such addenda shall be taken into account by Vendor in the preparation of its Bid Proposal. Addenda are complementary to and form part of the ITB, and shall be incorporated in the Contract.

- 6.3 Where any actual conflict exists between the addenda, the addendum subsequent in time shall govern.
- 6.4 Vendor shall include in its Bid Proposal the cost of all work included in the addenda issued. Bid Closing Date shall not be extended due to issuance of addenda.

## **7.0 INTERPRETATION AND CLARIFICATION OF ITB**

- 7.1 Vendor shall submit all requests for documents clarification or interpretation of any portion of the ITB by using Attachment A1 – ITB Clarification Form attached to this Form A to STC at the address given in Section 15 of this Form A.
- 7.2 In the event Vendor finds discrepancies, errors or omissions in any part of the ITB, Vendor shall immediately request an interpretation. Requests for interpretation must be received by STC not later than [seven (7)] calendar days before the Bid Closing Date.
- 7.3 A copy of all questions of interpretations received from Vendors and the respective answers from STC will be sent to all Vendors in order to keep the Bid on a comparable basis.
- 7.4 STC shall not be bound by any oral interpretation of the ITB, which may be made by STC or any of its representatives. Only interpretations made in writing by STC in accordance with the procedures set forth in this ITB shall be binding upon STC.

## **8.0 BASE BID PROPOSAL**

- 8.1 As a base case, Vendor's shall submit a Base Bid Proposal, which shall be in full conformity with the requirements set out in this ITB. Nothing shall be deemed to change or supplement this basis except revisions to the Bid Documents issued to all Vendors in writing by STC as addenda to Vendors. If Vendor wishes to present Alternative Bid Proposal, Vendor may do so only after having duly complied with the requirements of this ITB as its Base Bid Proposal in the manner specified in Section 10 of this Form A.
- 8.2 Vendor is advised to use positive terms in responding to the ITB. Vague/generic statements may be considered as non-compliance with, or deviations from, the ITB.

## **9.0 BID EXCEPTIONS**

- 9.1 If Vendor has any deviation that is considered of mutual benefit or if there is any exception to the Articles of Contract or any other part of the ITB, Vendor must state the deviations or exceptions proposed by using the format in Form D and giving specific reasons thereof. Vendor

must indicate clearly the effect, if any, these deviations or exceptions may have on Vendor's Bid

Price and time schedule if the deviations or exceptions are rejected by STC.

9.2 STC will not recognize and will totally disregard any deviations/exceptions mentioned elsewhere in the Bid Proposal, but not listed in Form D.

9.3 Vendor shall ensure that Vendor's Base Bid Proposal does not contain any deviation or exception. All deviations and exceptions (including any clarifications, exclusions, conditions, variations, assumptions, and rejections) shall be treated as Vendor Alternative Bid Proposal.

9.4 Deviations or exceptions to the Contract expressed after the Bid Closing Date will not be entertained.

9.5 STC reserves the right to accept or reject any or all of the proposed deviations or exceptions. STC will review each deviation or exception on case-by-case basis.

9.6 Vendor shall quote the firm price by which the Bid Price will be adjusted (either up or down) in Form D should Vendor's proposed deviations or exception be rejected by STC.

9.7 If Vendor cannot accept STC's wording (at any price) , and is willing to take risk having its Bid Proposal rejected on this basis, then Vendor must make the following statement under the "Cost Impact" column in Form D

**"FIRM - Will not accept STC's wording at any price".**

## **10.0 ALTERNATIVE BID**

10.1 In addition to the Base Bid Proposal, Vendor may propose alternatives to the requirements of the ITB that are technically and / or commercially attractive. Vendor should, however, keep the number of proposed alternatives from the ITB to a minimum.

10.2 Where alternatives are proposed, Vendor shall submit Alternative Bid Proposal as follows:

(a) Alternative Technical Bid Proposal, which the following particulars shall be given:

(i) Section number of the ITB.

(ii) Reason for the proposed alternative including effects on operation, maintenance, efficiency, etc.

(iii) Proposed revision of text and

(iv) Detailed specifications

(b) Alternative Financial Bid Proposal, using Financial Proposal Form specified in Form F, reproduced from original forms provided in this ITB.

10.3 Alternative Bid Proposal shall be clearly marked “**ALTERNATIVE BID PROPOSAL**”.

#### **11.0 IMPLIED AGREEMENT**

Where Vendor’s Bid contains no specific mention of exceptions to compliance with ITB or alternative Bid to the ITB in accordance with Section 9 and 10 of this Form A, Vendor shall be deemed to have accepted and complied with all of the terms, conditions and requirements of the ITB.

#### **12.0 BID PRICE**

12.1 Bid Price and rates proposed by Vendor shall be quoted in EURO (EUR)/Sudanese Pounds (SDG) and shall be firmed throughout the duration of the Contract unless otherwise provided for in the Contract. However, for any contract in EUR , STC will pay equivalent EUR in other currency based on guideline specified in the Contract.

12.2 Bid Price and rates quoted shall prevail throughout the duration of this Contract and shall not be subject to revision by reason of cost escalation nor currency fluctuation except as permitted for in the Contract.

12.3 Financial Bid Proposal Form in Form F must be entirely completed by Vendor as required. Every page of the Financial Bid Proposal Form must be stamped by Vendor's official company logo and properly initialed by Vendor's authorized officer.

12.4 Payments under the terms of this Contract shall be in accordance with the Articles of Contract entitled “**Payments**”.

12.5 **12.5 currency**

12.6 **12.6 vendor is responsible for taxes. Bid prices inclusive of all taxes and duties**

#### **13.0 TAXES AND DUTIES**

13.1 Vendor is responsible to seek clarification through their tax advisor on the applicability of those taxes and duties provisions prior to submitting the proposal.

#### **14.0 BID PROPOSAL FORMAT**

14.1 Vendor must submit its proposal in **two (2)** separate sealed packages;

(1) "**TECHNICAL BID PROPOSAL**", and

(2) **"FINANCIAL BID PROPOSAL",**

14.2 Vendor must ensure that the "TECHNICAL BID PROPOSAL" does not contain any pricing or cost quotations. Failure to comply with these instructions will render Vendor's proposal invalid and rejected from further consideration.

14.3 The Bid Proposal format shall be as follows:

14.3.1 TECHNICAL BID PROPOSAL PACKAGE

The Technical Bid Proposal Package shall include, but not be limited to, the followings:

- (1) Section T1: Form C(i) - Technical Bid Proposal Form
- (2) Section T2: Form E - Technical Proposal Form (Base Bid)
- (3) Section T3: Form E - Technical Proposal Form (Alternative Bid, if any)
- (4) Section T4: Form D, Part I - Bid Exception (if any)
- (5) Section C1 to C4 of Financial Bid Proposal Package as defined in Section 14.3.2 of this Form A, **BUT WITHOUT ANY PRICE APPEARING** or risk the Bid being disqualified by STC.

Vendor must have one of the following statements prominently displayed in capital letters under Section T3:

"THIS BID PROPOSAL COMPLIES WITH ALL TERMS AND CONDITIONS OF THIS ToR"  
OR

"THIS BID PROPOSAL INCLUDES EXCEPTIONS TO TERMS AND CONDITIONS OF THIS ToR WHICH ARE LISTED IN THIS SECTION"

14.3.2 FINANCIAL BID PROPOSAL PACKAGE

The Financial Proposal Package shall include the followings:

- (1) Section C1: Form C(ii) - Financial Bid Proposal Form
- (2) Section C2: Form F - Financial Proposal Form (Base Bid)
- (3) Section C3: Form F - Financial Proposal Form (Alternative Bid, if any)
- (4) Section C4: Form D, - Bid Exception (with price, if any)

14.4 All Bid Proposals must be signed and certified by an officer duly authorized by Vendor.

14.5 Any amendments appearing in the Bid Proposal must be signed or initialed by the Vendor's authorized officer.

**15.0 SUBMISSION OF BID PROPOSAL**

15.1 Vendor shall submit their Technical and Financial Bid Proposal Packages mentioned in Section 14 of this Form A in one (1) original set plus three (3) photocopy set of each. In the event of discrepancy between the original set and the copies, the original shall prevail.

15.2 The original sets must be stamped with the words "CONFIDENTIAL - ORIGINAL COMMERCIAL" or "CONFIDENTIAL - ORIGINAL TECHNICAL" on every page of the respective package. Similarly, the photocopy sets must be stamped with the words " CONFIDENTIAL - COPY COMMERCIAL" or "CONFIDENTIAL - COPY TECHNICAL" on every page of the photocopy sets.

15.3 Vendor shall properly wrap and seal the original set plus photocopy set of Technical Bid Proposal Package in one envelope, and the original set plus photocopy set of Financial Bid Proposal Package in another envelope. Each sealed envelope shall also be labeled properly with the words "CONFIDENTIAL - TECHNICAL PROPOSAL" or "CONFIDENTIAL - FINANCIAL PROPOSAL" as appropriate, including the Vendor's name and address, and this Tender number and title.

15.4 Vendor shall ensure Technical Bid Proposal does not contain any price or rates. Technical Bid Proposal with Financial information will be disqualified from further consideration.

15.5 Vendor shall submit the Bid Proposal to the following address:

**SUDAN-KHARTOUM–ALZUBAIR BASHA STREET, SOUTH SUDAN NEWS AGENCY AND  
NORTH BRITISH EMBASSY PREMISES –TAXATION CHAMBER TOWER FLOWER NUMBER 12.**

**Tender Name:** Consultancy for CORE TAX ADMINISTRATION SYSTEM (CTAS)

**NOTE : VENDOR MUST ENSURE EACH ENVELOPE SUBMITTED ARE CLEARLY MARKED  
WITH VENDOR’S NAME AND DETAILS OF THE CONTENT FOR EASY REFERENCE AND  
IDENTIFICATION.**

15.6 Responsibility for timely delivery of the proposal to the correct address rests fully with Vendor. STC does not accept late bids. Delivery to the wrong address shall not be an excuse for late delivery.

- 15.7 Vendor must ensure that the proposal is delivered to the above address given in Section 15.5 above not later than **the time and date specified in the ITB covering letter**.
- 15.8 All communications/correspondence with regard to bid preparation/clarification and submission of all proposals shall be made in writing (English) to the address specified under Section 15.5 above.
- 15.9 All correspondences with regard to bid clarifications shall be in writing and must indicate the tender number and title and sent to the address given in Section 15.5 above.
- 15.10 Vendor is strongly advised to deliver the proposal by hand in order to assure timely receipt by STC. If Vendor elects to mail the proposal, Vendor is advised to use a fast and reliable delivery service (e.g., courier). Vendor should advise STC by fax the date and details of the delivery services.
- 15.11 Failure of Vendor to comply with any of the instructions under this Section 15 shall render Vendor's proposal(s) invalid.

#### **16.0 SUBMISSION OF BID PROPOSAL IN ELECTRONIC FORMAT**

- 16.1 In addition to the Bid Proposal submission as required in Section 15 of this Form A, Vendor shall also submit all the attachments, tables, forms required to be filled in by Vendor as specified in Form E and Form F in electronic format. The electronic files (Soft Copy) shall be submitted together in the appropriate packages (eg: MS office Package).
- 16.2 Electronic files for Technical Bid Proposal shall be submitted together with the Technical Proposal Package.
- 16.3 Electronic files for the Financial Proposal shall ONLY be submitted together with the Financial Proposal Package.
- 16.4 Vendor shall utilize the tables provided without any changes to the format. Vendor shall not create Vendor own attachments, tables or form.

#### **17.0 BID CLOSING DATE**

- 17.1 **Bid Proposal must be received by STC not later than the Bid Closing Date specified in STC ITB covering letter**, unless otherwise specified by STC.
- 17.2 Bid Proposal received by STC after the Bid Closing Date will not be considered. STC will not accept posting as proof of receipt. It is the responsibility of Vendor to ensure that the whole of its Bid Proposal is received by STC at the proper location on or before the Bid Closing Date.



**18.0 BID VALIDITY**

18.1 Vendor's Bid Proposal shall be binding and shall remain valid, irrevocable and remain open for acceptance by STC for ninety (90) days after the Bid Closing Date. Withdrawal of any statement, terms and conditions or prices in the Bid Proposal during this period will result in the Bid being rejected and the Bid Bond (if any) automatically being forfeited.

18.2 VENDORS shall provide quotation for any adjustment required by VENDOR to extend the bid validity for each two (2) consecutive thirty (30) days period up to an additional sixty (60) days beyond the validity period by completing Form C(ii).

**19.0 ACCEPTANCE OF BID**

19.1 STC reserves the right to accept or reject, in whole or in part, any or all of the Bid and to select the Bid of its choice without assigning any reason. STC shall not be bound to accept the lowest cost Bid submitted, or any Bid.

19.2 STC may at its own discretion split the Contract to more than one Vendor at its own discretion and will be under no obligation to explain the reasons thereof.

19.3 STC shall not be deemed to have accepted all or any parts of a Bid Proposal unless and until written acceptance is issued.

19.4 The successful Vendor will be invited to enter into an agreement with STC. Prior to such an invitation, STC may send the successful Vendor a letter of intent/award.

**20.0 DISCLAIMER**

20.1 Specifications, plans, diagrams, sketches, data or other information, or part thereof, whether technical or otherwise, provided by STC in connection with term of reference and ITB which may have been obtained by STC from other parties. STC shall not be liable or responsible whatsoever for any inaccuracy, insufficiency or impracticality of the said specifications, plans, diagrams, sketches, data or other information or part thereof.

20.2 Vendor shall make use of and interpret the said Specifications, plans, diagrams, sketches, data or other information or part thereof entirely at its own risks.

**21.0 CONFIDENTIALITY**

21.1 Vendor shall treat this ITB and its contents therein as confidential. If, at any time during the Bid preparation period, Vendor decides to decline to submit Bid Proposal, all documents (in all forms) must be immediately returned to STC.

**22.0 OTHER CONDITIONS REGARDING THE BID**

22.1 It is the responsibility of Vendor to submit all information, which demonstrates its ability to complete the Works described in this ITB. Any inadequacy or failure to submit the required information and comply with the instruction set forth this ITB may result in the Bid being rejected.

22.2 All expenses incurred by Vendor related to the preparation of the Bid, clarifications, meetings, etc. shall be to Vendor's account. STC shall not compensate for any expenses so incurred by Vendor.

22.3 All correspondence regarding this ITB and the Contract shall be in the English language.

Submission in other language(s) will be deemed as non-compliance to ITB and will be disqualify from further consideration.

22.4 All Bid submitted by Vendor shall become the property of STC.

**23.0 BANK GUARANTEE, RETENTION MONEY AND PARENT COMPANY GUARANTEE**

23.1 Vendor's attention is drawn to Articles Of Contract entitled "Performance Security 4.14" where two (2) options are available and Vendor should select the best option suitable to them and indicate clearly the selected option by completing Part 8 of Form E, Part I and submitted the same in the Technical Bid Proposal.

23.2 In the case Vendor selected option of furnishing Bank Guarantee, the successful Vendor is required to provide an irrevocable and unconditional first call Bank Guarantee issued by International or local Sudan Financial banks acceptable to STC to guarantee performance of Vendor's obligation under the Contract.

23.3 In the case where Vendor is only an agent representing a principal company, STC shall, in addition to the above, have the right to require the Vendor to furnish STC with a Parent Company Guarantee issued by its principal, or parent company.

**24.0 LOCAL CONTENT**

24.1 Vendor is encouraged to maximize Sudan resources personnel and facilities in the execution of the Works.

24.2 If so requested by STC in Form E, Vendor shall identify and propose areas where local joint ventures, sub-contractors, suppliers and personnel can participate in the execution of the Work in accordance with the instruction provided. STC encourages and will assign more weight for Vendor who proposes more local content for the Works.

**ATTACHMENT A1 – ITB CLARIFICATION FORM**

**Vendor shall list all clarification questions regarding this ITB.**

<b>No</b>	<b>ITB Reference</b> (Article No. or Section No.)	<b>Subject</b>	<b>VENDOR's Question</b>
1			
2			
3			

**-END OF FORM A-**

**7 FORM B - LETTER OF CONFIRMATION TO SUBMIT BID**

Date : < \*insert date >  
To : **SUDAN-KHARTOUM--ALZUBAIR BASHA STREET, SOUTH SUDAN NEWS AGENCY AND NORTH  
BRITISH EMBASSY PREMISES --TAXATION CHAMBER TOWER FLOWER NUMBER 12.**  
Attn. : Secretary, Tender Committee,  
Tender No. **(3/2014)**  
**Consultancy for CORE TAX ADMINISTRATION SYSTEM (CTAS)**  
Fax : **00249 183 720070**

Dear Sirs,

**Tender No. (3/2014)**

**Consultancy for CORE TAX ADMINISTRATION SYSTEM (CTAS)**

We, the undersigned, certify that we have received, read and understood the subject Invitation To Bid Document (ITB) for the **Consultancy for CORE TAX ADMINISTRATION SYSTEM (CTAS)**

We acknowledge that we have thoroughly reviewed the ITB and confirmed that we are in receipt of a complete ITB with no missing / incorrect page(s).

We also hereby confirm that we will submit Bid Proposal before the closing date on 12/3/2014 at 12:00 PM by local time and at 9:00 AM by GMT time.

Throughout the tender duration, our contact person is:

Name : < \*insert name of the contact person >  
Position : < \*insert position of the contact person >  
Correspondence address : < \*insert address >  
Telephone : < \*insert direct line of the contact person >  
Facsimile : < \*insert direct fax of the contact person >  
Email : < \*insert email of the contact person >

Thank you.

Yours faithfully,

.....

< \*Vendor representative >

Company stamp:

**-END OF FORM B-**

**8 FORM C - BID PROPOSAL FORM**

**FORM C(i)- TECHNICAL BID PROPOSAL FORM**

Date : <\*>insert date>

To : **SUDAN-KHARTOUM–ALZUBAIR BASHA STREET, SOUTH SUDAN NEWS AGENCY AND NORTH  
BRITISH EMBASSY PREMISES –TAXATION CHAMBER TOWER FLOWER NUMBER 12.**

Attn. : Secretary, Tender Committee,

Tender No. **(3/2014)**

**Consultancy for CORE TAX ADMINISTRATION SYSTEM (CTAS)**

Fax : **00249 183 720070**

Dear Sirs,

**Tender No. (3/2014)**

**Consultancy for CORE TAX ADMINISTRATION SYSTEM (CTAS)**

We, the undersigned, certify that we have read and understood the subject Invitation To Bid Document (ITB) for the **Consultancy for CORE TAX ADMINISTRATION SYSTEM (CTAS)** .

We acknowledge that we have thoroughly reviewed the ITB and hereby submit our Bid Proposal attached hereto, and that we shall be solely responsible for the Works that shall be in accordance with good business practice.

We offer to perform the Works as detailed in the ITB for the prices stated in our proposal attached hereto. This offer is valid for ninety 90 days (**until 10/6/2014 at 12:00 PM by local time and at 9:00 AM by GMT time**) from the date fixed for Bid Closing Date (**12/3/2014 at 12:00 PM by local time and at 9:00 AM by GMT time**) and shall be binding upon us if accepted by STC at any time before expiration of the aforesaid validity date.

If our proposal is accepted, we undertake that, pending the execution of a formal Contract, this Bid Proposal, together with STC's written acceptance shall constitute a binding Contract between us.

Yours faithfully,

.....

<\*>Vendor representative>

Company stamp:

**-END OF FORM C(i)-**

**FORM C(ii) - FINANCIAL BID PROPOSAL FORM**

Date : < \*insert date >

To : **SUDAN-KHARTOUM-ALZUBAIR BASHA STREET, SOUTH SUDAN NEWS AGENCY AND NORTH BRITISH EMBASSY PREMISES -TAXATION CHAMBER TOWER FLOWER NUMBER 12.**

Attn. : Secretary, Tender Committee,  
Tender No. **(3/2014)**

**Consultancy for CORE TAX ADMINISTRATION SYSTEM (CTAS)**

Dear Sirs,

**Tender No. (3/2014)**

**Consultancy for CORE TAX ADMINISTRATION SYSTEM (CTAS)**

We, the undersigned, certify that we have read and understood the subject Invitation To Bid Document (ITB) for the Consultancy for CORE TAX ADMINISTRATION SYSTEM (CTAS)

We acknowledge that we have thoroughly reviewed the ITB and hereby submit our Bid Proposal attached hereto, and that we shall be solely responsible for the Works that shall be in accordance with good business practice.

We offer to perform the Works as detailed in the ITB for the prices stated in our proposal attached hereto. This offer is valid for 90 days (**until 10/6/2014 at 12:00 PM by local time and at 9:00 AM by GMT time**) from the date fixed for Bid Closing Date (**12/3/2014 at 12:00 PM by local time and at 9:00 AM by GMT time**) and shall be binding upon us if accepted by STC at any time before expiration of the aforesaid validity date.

For extension of Bid Validity period beyond the date specified above, the price adjustment, if any, shall be as follows:

	% Increase
For the first 30 days extension of Bid Validity	.....
For the second 30 days extension of Bid Validity	.....

If our proposal is accepted, we undertake that, pending the execution of a formal Contract, this Bid Proposal, together with STC's written acceptance shall constitute a binding Contract between us.

Yours faithfully,

.....

< \*Vendor representative >

Company stamp:

**-END OF FORM C(ii)-**

**9 FORM D-BID EXCEPTION**

(To be submitted In Technical Bid Proposal submission only without revealing any cost impact)

<b>No</b>	<b>ITB Reference (Article No. or Section No.)</b>	<b>Exact New Wording Proposed By Bidder</b>	<b>Reason(s) For Exceptions</b>	<b>Effect On The Works (Time, scope etc.)</b>	<b>Cost Impact</b> (Value to be revealed in Financial Bid Proposal only. For Part I, please indicate with the asterisk [*] sign in the corresponding row the item which has cost impact)
1					*
2					*
3					*
4					*

Note:

STC's wording at any price, and is willing to take risk having its Bid Proposal rejected on this basis, then Bidder must state "FIRM - will not accept STC's wording at any price" in the Cost Impact column.

**-END OF PART I FORM D-**



**PART II - BID EXCEPTIONS**

(To be submitted In Financial Bid Proposal submission with cost impact revealed. The items must be similar to Form D, Part I)

<b>No</b>	<b>ITB Reference</b> (Article No. or Section No.)	<b>Exact New Wording Proposed By Bidder</b>	<b>Reason(s) For Exceptions</b>	<b>Effect On The Works</b> (Time, scope etc.)	<b>Cost Impact</b> (Please state cost addition or reduction if exceptions are to be rejected or accepted by STC.)
1					
2					
3					
4					

Note:

If Bidder cannot accept STC's wording at any price, and is willing to take risk having its Bid Proposal rejected on this basis, then Bidder must state "FIRM - will not accept STC's wording at any price" in the Cost Impact column.

**-END OF PART II FORM D-**

**-END OF FORM E-**

## 10 FORM E - TECHNICAL PROPOSAL REQUIREMENTS AND FORMS

### INDEX

IMPORTANT NOTICE

TECHNICAL PROPOSAL CONFIRMATION FORM

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- 2.0 Detailed Company Profile Questionnaire
- 3.0 Company Organizational Setup
- 4.0 Company Experience In Providing Similar Scope of Works
- 5.0 Other Information About The Company
- 6.0 Company Audited Financial Statement
- 7.0 HSE Questionnaires

PART II - TECHNICAL PROPOSAL FORM (SPECIFIC)

**IMPORTANT NOTICE**

**PLEASE READ THE FOLLOWING INSTRUCTION CAREFULLY BEFORE ATTEMPTING THE QUESTIONS STATED IN THIS FORM E. FORM E CONTAIN TWO (2) PARTS.**

1. BIDDER **MUST** PROVIDE ALL THE INFORMATION REQUIRED ACCORDINGLY AND ADHERE TO THE ESTABLISHED FORMAT WHENEVER REQUIRED.
  
2. BIDDERS ARE STRICTLY PROHIBITED TO SUBMIT PARTIAL OR INCOMPLETE INFORMATION AND LEAVE ANY OF STC'S REQUIREMENT UNANSWERED.
  
3. BIDDERS MUST WHERE REQUIRED, SUBMIT/ENCLOSE ACCORDINGLY ALL THE SUPPORTING DOCUMENTS REQUESTED TO SUBSTANTIATE THE INFORMATION PROVIDED.
  
4. BIDDER IS ENCOURAGE TO SEEK WRITTEN CLARIFICATION PRIOR TO BID CLOSING TO CLARIFY AREAS OF CONCERN IN THIS FORM AS STC WILL NOT ISSUE ANY FURTHER CLARIFICATION SHOULD ANY OF THE QUESTION ARE LEFT UNANSWERED.
  
5. BID SUBMISSION AND SUBSEQUENT CORRESPONDENCE MUST BE IN ENGLISH.
  
6. BIDDERS SUBMISSION SHALL BE CLEARLY TYPED. HAND WRITTEN SUBMISSION WILL BE REJECTED FROM FURTHER CONSIDERATION.
  
7. BIDDER SHALL SUBMIT WITH ITS TECHNICAL PROPOSAL THE "TECHNICAL PROPOSAL CONFIRMATION FORM" AS PER FORMAT SPECIFIED ON THE NEXT PAGE.

**FAILURE TO COMPLY WITH THE ABOVE INSTRUCTION WILL BE DEEMED AS NON-COMPLIANCE TO THE TENDERING EXERCISE AND STC AT IT'S OWN PEROGATIVE WILL REJECT THE BID SUBMISSION FROM FURTHER CONSIDERATION.**

**TECHNICAL PROPOSAL CONFIRMATION FORM**

I, FOR AND BEHALF OF Consultancy for CORE TAX ADMINISTRATION SYSTEM (CTAS) HEREBY CONFIRM AND CERTIFY THAT ALL THE INFORMATION AND DOCUMENTS FURNISHED IN THIS FORM ARE TRUE.

I HEREBY ALSO CONFIRM THAT, I HAVE ANSWERED ALL THE QUESTIONS AND ATTACHED ALL THE RELEVANT SUPPORTING DOCUMENTS.

STC MAY DEEM US UNABLE TO PROVIDE THE REQUIRED WORKS, INFORMATION OR DOCUMENTS, SHOULD THE REQUIRED ANSWER OF A PARTICULAR QUESTION OR THE REQUIRED DOCUMENTS ARE NOT DULY FURNISHED OR ATTACHED, AND NO FURTHER CLARIFICATION IS REQUIRED IN THIS REGARD.

I HEREBY ALSO AUTHORISE STC TO UNDERTAKE A PHYSICAL AUDIT EXERCISE AT OUR OFFICE PREMISES TO VERIFY AND ASCERTAIN THE SUBMISSION WITHOUT ANY PRIOR APPROVAL FROM US.

NAME	
DESIGNATION	
SIGNATURE	
DATE	
COMPANY STAMP	

**PART I - TECHNICAL PROPOSAL FORM (GENERAL)**

**1.0 BIDDER'S PROFILE**

Bidder shall complete and submit the form below. If Bidder is a joint-venture or a consortium, each company comprising the joint-venture/consortium shall complete and submit the same form below:

<b>NO</b>	<b>DESCRIPTION</b>	<b>BIDDER TO SPECIFY</b>
1.1	Company's name	
1.2	Business address	
1.3	Business hours	
1.4	Telephone no.	
1.5	Fax no.	
1.6	Contact person	
1.7	Mobile no.	

## 2.0 DETAILED COMPANY PROFILE QUESTIONNAIRE

Bidder shall complete and submit the form below. If Bidder is a joint-venture or a consortium, each company comprising the joint-venture/consortium shall complete and submit the same form below:

NO	DESCRIPTION	BIDDER TO SPECIFY
2.1	<p>Nature of Company's registration.</p> <p>(Example: private limited, joint-venture, partnership, consortium etc.)</p>	<p>Bidder to attach a duly executed documentary evidence to substantiate the formalization.</p>
2.2	<p>For joint-venture, partnership or consortium, type of proposal, please provide the following information:</p> <ul style="list-style-type: none"> <li>• The parties involved.</li> <li>• Origin of the parties.</li> <li>• Is the new set up have been registered as a company?</li> <li>• If no, what is the basis of set up?</li> <li>• Shareholders and shareholding percentage.</li> <li>• Organization chart.</li> <li>• The single point of reference / leader of the group.</li> <li>• The authorized party to undertake any commitment.</li> <li>• The contribution of each party(s) to the performance of the works.</li> </ul>	<p>Bidder to specify and shall provide documentation evidence where applicable.</p>

NO	DESCRIPTION	BIDDER TO SPECIFY
2.3	Nature of company's business and how long has the company been providing the related works.	Bidder to specify and shall provide documentation evidence where applicable.
2.4	If awarded, will Bidder sub-contract in full or in part to other company(s) the execution of the works required. If yes, please provide detail how you intend to manage this sub-contracting.	Bidder to specify and shall provide documentation evidence where applicable.
2.5	<p>Does bidder have any principle company to support the execution of the Work required. If yes, specify the following:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Principle's name, business address, base of operation, start date of operation, nature of business, principle's client list.</li> <li><input type="checkbox"/> Type of working arrangement with Bidder.</li> <li><input type="checkbox"/> When the working arrangement was formalized.</li> <li><input type="checkbox"/> Where else bidder and principle had work together. Submit detail client listing.</li> <li><input type="checkbox"/> Will the principle company guarantee the performance of works by Bidder.</li> </ul>	Bidder to specify and shall provide documentation evidence where applicable.
2.6	Has this company entered into any form of arrangement with other company(s) and	Bidder to specify and shall provide documentation evidence where applicable.

NO	DESCRIPTION	BIDDER TO SPECIFY
	submitted <b>another</b> bid proposal for this tender?	

**3.0 COMPANY'S ORGANIZATIONAL SET-UP**

NO	DESCRIPTION	BIDDER TO SUBMIT
3.1	Bidder to submit a comprehensive overall organizational chart of the Company.	<b>Attach separately</b>
3.2	Bidder to submit a comprehensive organization chart dedicated to execute the Work required under this tender.	<b>Attach separately</b>



#### 4.0 BIDDERS EXPERIENCE IN PROVIDING SIMILAR SCOPE OF WORKS

Bidder must list down past and present clients whom bidder had provided **similar scope of works to this tender only**. Bidder's submission must strictly follow and adhere to the format set below.

NO	NAME OF CLIENTS	NATURE OF CLIENT'S PERATIONS	LOCATION	NATURE OF WORK	EFFECTIVE		DURATION OF CNTRACT	CONTACT VALUE
					STARTS	ENDS		
1.	ABC	Bidder to specify	Dubai	Bidder to specify	1 Jan 2009	31 Dec 2011	3 years	EUR
2.	XYZ	Bidder to specify	Khartoum	Bidder to specify	1 Jan 2012	31 Dec	2 years	EUR

**NOTE:**

(a) INFORMATION AND DETAILS STATED IN ITEM 1 AND 2 OF THE TABLE BELOW IS ONLY AN EXAMPLE ON HOW TO PROVIDE THE INFORMATION REQUIRED. BIDDER MAY SUBMIT THE INFORMATION REQUIRED IN A SEPARATE ATTACHMENT IF NECESSARY.

(b) BIDDER MUST PROVIDE CONFIRMATION LETTER FROM EACH CLIENT MENTIONED ABOVE TO SUBSTANTIATE THE INFORMATION/DETAILS PROVIDED.

(c) THE CONFIRMATION LETTER SHOULD ALSO CLEARLY INDICATE, NAME, DESIGNATION, TELEPHONE AND FAX NUMBER OF THE CLIENT REFERENCE POINT FOR STC TO SEEK FURTHER CLARIFICATION.

(d) IF BIDDER HAD LISTED 4 DIFFERENT CLIENTS, STC EXPECTS 4 SUPPORTING LETTERS.

(e) LISTING OF CLIENTS WITHOUT SUPPORTING LETTER AND POINT OF REFERENCE MAY BE REJECTED FROM CONSIDERATION.

#### 5.0 OTHER INFORMATION ABOUT THE COMPANY

NO	STC 'S REQUIREMENT	BIDDER TO SUBMIT / SPECIFY
5.1	IF bidder is foreign company, Do bidder have any local representative company in Sudan?	
5.2	If No, do bidder intends to appoint a local representative company in Sudan.	
5.3	Do bidder have an office or plan to open one in Khartoum to support its operations?	
5.4	Do bidder have any support facilities in Sudan to facilitate the operational aspects of	
5.5	Is there any current contract between STC and bidder? If yes, please specify details.	
5.6	Any other information about the company deemed necessary for this tender.	

**6.0 COMPANY'S AUDITED FINANCIAL STATEMENT**

NO	STC 'S REQUIREMENT	BIDDER TO SUBMIT / SPECIFY	
6.1	Gross profit (or loss) for the following financial year.	*20XX/20XX	
		*20XX/20XX	
6.2	Audited financial statement for year 200X/20XX and 20XX/20XX	<p>To submit the required financial statement.</p> <p style="text-align: center;"><b>Attach separately</b></p>	

**7.0 HSE QUESTIONAIRES**

Bidder shall answer all the questions and attach the appropriate supporting documents. Bidder is encouraged to identify where he exceeds STC requirements.

<b>7.1 Leadership</b>	
Senior management involvement in HSE aspects.	<p>Are senior managers actively participating in HSE management?</p> <p>(If Yes, please attach the supporting documents)</p>
Establishment of HSE commitments at all level.	<p>Are HSE objectives and targets established?</p> <p>(If Yes, please attach copy of the document)</p> <p>Are necessary resources, i.e. personnel, equipment and training provided?</p> <p>(If Yes, please provide details)</p>

**8. BIDDERS CONFIRMATION ON BANK GUARANTEE / RETENTION MONEY OPTION**

**Bank Guarantee / Retention Money Options**

Bidder shall select the best options suitable to them

(Please refer to Performance security article 4.14)

Option 1 - Bank Guarantee

Option 2 - Retention Money

Select one option and indicate here.

**-END OF PART I OF FORM E-**

**PART II - TECHNICAL PROPOSAL FORM (SPECIFIC)**

**BIDDER'S TECHNICAL PROPOSAL SHOULD ALSO INCLUDE THE FOLLOWING:**

No	Description	Bidders response	Remarks
1	Bidder should comply with the Scope of Work of ITB.	Yes / No.	Attach Technical Proposal & submit confirmation.
2	Bidder's experience in providing consultancy services for IT Projects	----- Years	Attach Documentary proof (Completion certificate) for similar projects executed so far.
5	Duration required for completing of the Scope of work for:  Phase1: Business Analysis Process  Phase2: RFPS and Selection Process  Phase3: Project Management and Implementation.	----- Days	Submit a Schedule
7	Bidder has all the required experienced and well qualified personnel for the execution of project.	Yes / No	Attach Vendor's Organization (Section 5) along with CV of Key personnel.
9	Bidder shall state on whether its company has been duly registered and obtained the necessary licenses to work in Sudan.	Yes / No	Attach along with Technical proposal
10	Bidder should confirm acceptance of STC's Terms and Conditions of the ITB.	Yes / No	Bidder to confirm acceptance

**-END OF PART II OF FORM E-**

**-END OF FORM E-**

**11 FORM F - FINANCIAL PROPOSAL REQUIREMENTS AND FORMS**

All quotation submitted herein shall be deemed to be inclusive for the satisfactory performance of the Work as detailed in TOR.

**Note**

This part shall comprise as minimum:

- (1) Description of the Financial proposal requirements including the manner Bidder shall submit its bid proposal.
- (2) All the technical proposal forms required to be filled-up and submitted by Bidder as attachment to this Form F.
- (3) Consultancy payments are to be linked to clearly specified outputs (deliverables). The STC project can be divided to three separate main phases:  
 Phase1: Business Analysis Process  
 Phase2: RFPS and Selection Process  
 Phase3: Project Management and Implementation.
- (4) The consultancy fees for each phase can be constructed by any of the contract options mentioned below.
- (5) For lump sum type contract the attached Financial form shall as minimum comprises:  
 1- Breakdown Of Lump Sum Price:

Item No	Description	Total Price (EUR /SDG)
1	Phase1: Business Analysis Process	
2	Phase2: RFPS and Selection Process	
3	Phase3: Project Management & Implementation	

- 2- Payment Schedule:

Refer to below table as example for payment schedule:

Item No	Description	%
1	award of contract	10%

3- Unit Rates for Changes

Refer to below table as example for Unit Rates:

No.	Description	Quantity	Unit Rate (EUR)	Total (EUR)
1.	Charges for Chief Engineer/ Senior Project Manager (per day)			
2.	Charges for Project Manager Engineer (per day)			
3.	Charges for Senior Engineer (per day)			
4.	Charges for Engineer (per day)			
6.	Charges for Project Administrator (per day)			
7.	Charges for Project Business analyzer			

The above rates are based on eight (8) hours per day, forty eight (48) hours per week (unless otherwise agreed by both parties). However, the payment shall be made as per the actual number of working days that was carried out/completed by the Vendor.

- (6) For man-hour reimbursable type contract the attached Financial form shall as minimum comprises:
- i. Man-hour rates
  - ii. Per-diem expenses
  - iii. Out-of-pocket expenses
  - iv. Third party services
  - v. Reproduction cost (if required)

**-END OF FORM F**

