
Specific Procurement Notice – Request for Proposals without Prequalification

Request for Proposal Information Systems (Design, Supply and Installation) (Without Prequalification)

Purchaser:	Ministry of Justice (MOJ) of the Republic of Armenia and the Office of the Prime Minister of the Republic of Armenia
Project:	Fourth Public Sector Modernization Project (PSMP4)
Contract title:	Procurement of the e-Penitentiary System
Country:	Republic of Armenia
Loan No.:	9338-AM
RFP No:	PSMP4-GO-RFP-1.2.2
Issued on:	April 25, 2025

1. The Republic of Armenia has received financing from the World Bank toward the cost of the Fourth Public Sector Modernization Project (PSMP4) and intends to apply part of the proceeds toward payments under the contract for the Procurement of the e-Penitentiary System of the Ministry of Justice (MOJ).
2. The Office of the Prime Minister of the Republic of Armenia now invites sealed Proposals from eligible Proposers for the design, implementation, testing, and localization of the new e-Penitentiary Information System (New Custom Software Solution (CSW)) of the Ministry of Justice (MOJ). The purpose of implementing of the e-Penitentiary Information System of the Ministry of Justice (MOJ) is to design, implement, test, and localize a new operational system (hereinafter referred to as "E-penitentiary 2.0" or the System) based on existing legal regulations, the requirements described in this document, and other related legal norms governing the sector. The System must facilitate the digitization of the internal functions of the Penitentiary Service (PS), ensuring the automation of business processes as much as possible, and in cases where this is not feasible from a functional logic perspective, enable human-machine interoperability.
3. The procurement process will be conducted through international competitive procurement using Request for Proposals (RFP) as specified in the World Bank's "Procurement Regulations for IPF Borrowers" dated November 2020 ("Procurement Regulations"), and is open to all eligible Proposers as defined in the Procurement Regulations.

4. Interested eligible Proposers may obtain further information from the Office of the Prime-Minister of RA and inspect the request for proposals document during office hours 09.00 to 18.00 of Yerevan time at the address given below.
5. The request for proposals document (the hard and/or the soft version) in English may be obtained by interested eligible Proposers upon the submission of a written application to the address below. In addition to the hard copies the document will be sent by e-mail upon request. The document may be downloaded (on a free of charge basis) also from www.gnumner.am website

(https://gnumner.minfin.am/hy/page/bac_mrcuyti_haytararutyun_ev_hraver/).

Moreover, the Office of the Prime Minister of RA shall not be liable for the fault or incomplete downloading from the website, or further in case of missing the Addenda to the request for proposals document. In any case, if there is a discrepancy between a hard copy and electronic one, the hard copy will prevail.

6. Proposals must be delivered to the address below on or before **June 9, 2025 by 12:00 (local time)**. Electronic procurement **will not** be permitted. Late Proposals will be rejected. The outer Proposal envelopes marked “ORIGINAL PROPOSAL”, and the inner envelopes marked “TECHNICAL PART” will be publicly opened in the presence of the Proposers’ designated representatives and anyone who chooses to attend, at the address below on **June 9, 2025, by 12:00 (local time)**. All envelopes marked “FINANCIAL PART” shall remain unopened and will be held in safe custody of the Purchaser until the second public Proposals opening.
7. All Proposals must be accompanied by a **Proposal Security**. The amount of **Proposal Security** required is EURO 25000 or an equivalent amount in freely convertible currency or an equivalent amount in AMD.
8. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Proposer’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the request for proposal document.
9. The address (es) referred to above is (are):

Office of the Prime Minister of RA

Address: Government House 1, Republic Square (1-st Floor, Room 115, 117)

Attn: Mr. Aharon Mkrtchyan, PSMP4 Project Manager

E-mail: info@psmp.am

City: Yerevan

ZIP Code: 0010

Country: Republic of Armenia

Telephone: (+374 10) 515931

Request for Proposals Information Systems

Design, Supply and Installation

(Two-Envelope Procurement Process)

(Without Prequalification)

Procurement of: The e-Penitentiary System

Purchaser:	Ministry of Justice (MOJ) of the Republic of Armenia and the Office of the Prime Minister of the Republic of Armenia
Project:	Fourth Public Sector Modernization Project (PSMP4)
Contract title:	Procurement of the e-Penitentiary System of the Ministry of Justice (MOJ)
Country:	Republic of Armenia
Loan No.:	9338-AM
RFP No:	PSMP4-GO-RFP-1.2.2
Issued on:	April 25, 2025

Table of Contents

Section I - Instructions to Proposers (ITP).....	3
Section II - Proposal Data Sheet (PDS).....	45
Section III - Evaluation and Qualification Criteria (Without Prequalification)	53
Section IV - Proposal Forms	74
Section V - Eligible Countries	131
Section VI - Fraud and Corruption.....	133
Section VII - Requirements of the Information System	136
Section VIII - General Conditions of Contract	367
Section IX - Special Conditions of Contract.....	453
Section X - Contract Forms	465

PART 1 – REQUEST FOR PROPOSALS PROCEDURES

SECTION I - INSTRUCTIONS TO PROPOSERS (ITP)

Contents

A. General.....	5
1.....Scope of Proposal	5
2.....Source of Funds	6
3.....Fraud and Corruption.....	6
4.....Eligible Proposers	7
5.....Eligible Goods and Services	10
B. Contents of the Request for Proposals Document.....	10
6.....Sections of the Request for Proposals Document	10
7.....Clarification of Request for Proposals Document, Site Visit, Pre-Proposal Meeting.....	12
8.....Amendment of Request for Proposals Document.....	13
C. Preparation of Proposals	13
9.....Cost of Proposals	13
10. ...Language of Proposal	13
11. ...Documents Comprising the Proposal.....	13
12. ...Letters of Proposal and Price Schedules	15
13. ...Alternative Proposals	16
14. ...Documents Establishing the Eligibility of the Information System	16
15. ...Documents Establishing the Eligibility and Qualifications of the Proposer.....	16
16. ...Documents Establishing Conformity of the Information System.....	17
17. ...Proposal Prices	19
18. ...Currencies of Proposal and Payment	21
19. ...Period of Validity of Proposals.....	21
20. ...Proposal Security	22
21. ...Format and Signing of Proposal	24
D. Submission of Proposals	25
22. ...Submission, Sealing and Marking of Proposals	25
23. ...Deadline for Submission of Proposals.....	26
24. ...Late Proposals	26
25. ...Withdrawal, Substitution, and Modification of Proposals.....	26
E. Public Opening of Technical Parts of Proposals	27
26. ...Public Opening of Technical Parts of Proposals.....	27
F. Evaluation of Proposals- General Provisions.....	28
27. ...Confidentiality	28
28. ...Clarification of Proposals	29
29. ...Deviations, Reservations, and Omissions.....	29

G. Evaluation of Technical Part of Proposals	30
30. ...Determination of Responsiveness.....	30
31. ...Eligibility and Qualifications of the Proposer	30
32. ...Detailed Evaluation of Technical Part	31
H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts	31
33. ...Notification of Evaluation of Technical Parts and Public Opening of Financial Parts	31
I. Evaluation of Financial Part of Proposals	34
34. ...Adjustments for Non-material Nonconformities	34
35. ...Correction of Arithmetic Errors	34
36. ...Evaluation of Proposals Financial Part	35
37. ...Abnormally Low Proposals	36
38. ...Unbalanced or Front Loaded Proposals	36
J. Evaluation of Combined Technical and Financial Parts, Most Advantageous Proposal And Notification of Intention To Award	37
39. ...Evaluation of combined Technical and Financial Parts, Most Advantageous Proposal	37
40. ...Purchaser's Right to Accept Any Proposal, and to Reject Any or All Proposals.....	38
41. ...Standstill Period	39
42. ...Notification of Intention to Award	39
K. Award of Contract	39
43. ...Award Criteria	39
44. ...Purchaser's Right to Vary Quantities at Time of Award	39
45. ...Notification of Award	40
46. ...Debriefing by the Purchaser.....	40
47. ...Signing of Contract	41
48. ...Performance Security	42
49. ...Adjudicator	42
50. ...Procurement Related Complaint	43

Section I - Instructions to Proposers

A. GENERAL

- 1. Scope of Proposal**
- 1.1. The Purchaser, as indicated in the PDS, or its duly authorized Purchasing Agent if so specified in the PDS (interchangeably referred to as “the Purchaser” issues this request for proposals document for the supply and installation of the Information System as specified in Section VII, Purchaser’s Requirements. The name, identification and number of lots (contracts) of this RFP are specified in the PDS.
- 1.2. Unless otherwise stated, throughout this request for proposals document definitions and interpretations shall be as prescribed in the Section VIII, General Conditions of Contract.

Throughout this request for proposals document:

- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the PDS, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
- (b) if the context so requires, “singular” means “plural” and vice versa; and
- (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (d) “ES” means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));
- (e) “Sexual Exploitation and Abuse” “(SEA)” means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (f) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal

or physical conduct of a sexual nature by the Supplier's Personnel with other Supplier's Personnel or Purchaser's Personnel.

(g) "Supplier's Personnel" is as defined in GCC Clause 1.1; and

(h) "Purchaser's Personnel" is as defined in GCC Clause 1.1.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV

- | | |
|--------------------------------|---|
| 2. Source of Funds | <p>2.1. The Borrower or Recipient (hereinafter called "Borrower") indicated in the PDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in the PDS toward the project named in the PDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this request for proposals document is issued.</p> <p>2.2. Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of equipment, materials or any other goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.</p> |
| 3. Fraud and Corruption | <p>3.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.</p> <p>3.2. In further pursuance of this policy, Proposers shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process,</p> |

prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

- 4. Eligible Proposers**
- 4.1. A Proposer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITP 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the procurement process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the PDS, there is no limit on the number of members in a JV.
- 4.2. A Proposer shall not have a conflict of interest. Any Proposer found to have a conflict of interest shall be disqualified. A Proposer may be considered to have a conflict of interest for the purpose of this procurement process, if the Proposer:
- (a) directly or indirectly controls, is controlled by or is under common control with another Proposer; or
 - (b) receives or has received any direct or indirect subsidy from another Proposer; or
 - (c) has the same legal representative as another Proposer; or
 - (d) has a relationship with another Proposer, directly or through common third parties, that puts it in a position to influence the Proposal of another Proposer, or influence the decisions of the Purchaser regarding this procurement process; or
 - (e) any of its affiliates participates as a consultant in the preparation of the design or technical specifications of the Information System that are the subject of the Proposal; or
 - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower as Contract Manager for the Contract implementation; or
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the

project specified in the PDS ITP 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the request for proposals document or specifications of the Contract, and/or the Proposal evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Contract.

4.3. A firm that is a Proposer (either individually or as a JV member) shall not participate as a Proposer or as JV member in more than one Proposal except for permitted alternative Proposals. Such participation shall result in the disqualification of all Proposals in which the firm is involved. However, this does not limit the participation of a Proposer as subcontractor in another Proposal or of a firm as a subcontractor in more than one Proposal.

4.4. A Proposer may have the nationality of any country, subject to the restrictions pursuant to ITP 4.8. A Proposer shall be deemed to have the nationality of a country if the Proposer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

- 4.5. A Proposer that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be initially selected for, prequalified for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the PDS.
- 4.6. Proposers that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
- 4.7. A Proposer shall not be under suspension from bidding or submitting proposals by the Purchaser as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
- 4.8. Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9. This request for proposal process is open for all eligible Proposers, unless otherwise specified in ITP 15.2.
- 4.10. A Proposer shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.11. A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption,

and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligible Goods and Services

- 5.1. The Information Systems to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2. For the purposes of this request for proposals document, the term “Information System” means all:
- (a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to design, supply and install under the Contract, plus all associated documentation, and all other materials and goods to be designed, supplied, installed, integrated, and made operational; and
 - (b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Proposer and as specified in the Contract.
- 5.3. For purposes of ITP 5.1 above, “origin” means the place where the goods and services making the Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

B. CONTENTS OF THE REQUEST FOR PROPOSALS DOCUMENT

6. Sections of the Request for Proposals Document

- 6.1. The request for proposals document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITP 8:

PART 1 - Request for Proposals Procedures

Section I - Instructions to Proposers (ITP)

Section II - Proposal Data Sheet (PDS)

Section III - Evaluation and Qualification Criteria

Section IV - Proposal Forms

Section V - Eligible Countries

Section VI - Fraud and Corruption

PART 2 - Purchaser's Requirements

Section VII - Requirements of the IS, including:

- Technical Requirements
- Implementation Schedule
- System Inventory Tables
- Background and Informational Materials

PART 3 - Contract

Section VIII - General Conditions of Contract

Section IX -Special Conditions of Contract

Section X - Contract Forms

- 6.2. The Specific Procurement Notice – Request for Proposals (RFP) issued by the Purchaser is not part of this request for proposals document.
- 6.3. Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Proposal meeting (if any), or Addenda to the request for proposals document in accordance with ITP 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4. The Proposer is expected to examine all instructions, forms, terms, and specifications in the request for proposals document and to furnish with its Proposal all information or documentation as is required by the request for proposals document.

7. Clarification of Request for Proposals Document, Site Visit, Pre-Proposal Meeting

- 7.1. A Proposer requiring any clarification of the request for proposals document shall contact the Purchaser in writing at the Purchaser's address specified in the PDS or raise its enquiries during the pre-Proposal meeting if provided for in accordance with ITP 7.4. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Proposals within a period specified in the PDS. The Purchaser's shall forward copies of its response to all Proposers who have acquired the request for proposals document in accordance with ITP 6.3, including a description of the inquiry but without identifying its source. If so specified in the PDS, the Purchaser shall also promptly publish its response at the web page identified in the PDS. Should the Purchaser deem it necessary to amend the request for proposals document as a result of a request for clarification, it shall do so following the procedure under ITP 8 and ITP 23.2.
- 7.2. The Proposer may wish to visit and examine the site where the Information System is to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Proposal and entering into a contract. The costs of visiting the site shall be at the Proposer's own expense.
- 7.3. The Proposer and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Proposer, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4. The Proposer's designated representative is invited to attend a pre-Proposal meeting and/or a site visit, if provided for in the PDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5. The Proposer is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.
- 7.6. Minutes of the pre-Proposal meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Proposers who have acquired the request for proposals document in accordance with ITP 6.3. Any

modification to the request for proposals document that may become necessary as a result of the pre-Proposal meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to ITP 8 and not through the minutes of the pre-Proposal meeting.

7.7. Nonattendance at the pre-Proposal meeting will not be a cause for disqualification of a Proposer.

8. Amendment of Request for Proposals Document

8.1. At any time prior to the deadline for submission of Proposals, the Purchaser may amend the request for proposals document by issuing addenda.

8.2. Any addendum issued shall be part of the request for proposals document and shall be communicated in writing to all who have obtained the request for proposals document from the Purchaser in accordance with ITP 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITP 7.1.

8.3. To give prospective Proposers reasonable time in which to take an addendum into account in preparing their Proposals, the Purchaser may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITP 23.2.

C. PREPARATION OF PROPOSALS

9. Cost of Proposals

9.1. The Proposer shall bear all costs associated with the preparation and submission of its Proposal, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Request for Proposals process.

10. Language of Proposal

10.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Proposer and the Purchaser, shall be written in the language specified in the PDS. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the PDS, in which case, for purposes of interpretation of the Proposal, such translation shall govern.

11. Documents Comprising the Proposal

11.1. The Proposal shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope procurement process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes

shall be enclosed in a separate sealed outer envelope marked “Original Proposal”.

11.2. The Technical Part shall contain the following:

- (a) **Letter of Proposal**-Technical Part, prepared in accordance with ITP 12;
- (b) **Proposal Security or Proposal-Securing Declaration** in accordance with ITP 20;
- (c) **Alternative Proposal**- Technical Part: if permissible, in accordance with ITP 13, the Technical Part of any Alternative Proposal;
- (d) **Authorization**: written confirmation authorizing the signatory of the Proposal to commit the Proposer, in accordance with ITP 21.3;
- (e) **Eligibility of Information System**: documentary evidence established in accordance with ITP 14.1 that the Information System offered by the Proposer in its Proposal or in any alternative Proposal, if permitted, are eligible;
- (f) **Proposer’s Eligibility and qualifications**: documentary evidence in accordance with ITP 15 establishing the Proposer’s eligibility and qualifications to perform the contract if its Proposal is accepted;
- (g) **Conformity**: documentary evidence established in accordance with ITP 16 that the Information System offered by the Proposer conform to the **request for proposals** document;
- (h) **Subcontractors**: list of subcontractors, in accordance with ITP 16.4;
- (i) **Intellectual Property**: a list of: Intellectual Property as defined in GCC Clause 15;
 - (i) all Software included in the Proposal, assigning each item to one of the software categories defined in GCC Clause 1.1 (c):
 - a. System, General Purpose, and Application Software;
or
 - b. Standard and Custom Software;
 - (ii) all Custom Materials, as defined in GCC Clause 1.1 (c), included in the Proposal;

All Materials not identified as Custom Materials shall be deemed Standard Materials, as defined in GCC Clause 1.1 (c);

Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract according to GCC Clause 39 (Changes to the Information System); and

- (j) any other document required **in the PDS**.

11.3. The Financial Part shall contain the following:

- (a) Letter of Proposal – Financial Part: prepared in accordance with ITP 12 and ITP 17;
- (b) Schedule: Price Schedules completed in accordance with ITP 12 and ITP 17;
- (c) Alternative Proposal - Financial Part: if permissible in accordance with ITP 13, the Financial Part of any Alternative Proposal; and
- (d) any other document required in the PDS.

11.4. The Technical Part shall not include any information related to the Proposal price. Where material financial information related to the Proposal price is contained in the Technical Part the Proposal shall be declared non-responsive.

11.5. In addition to the requirements under ITP 11.2, Proposals submitted by a JV shall include in the Technical Part a copy of the Joint Venture Agreement entered into by all members indicating at least the parts of the Information System to be executed by the respective members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Proposal shall be signed by all members and submitted with the Proposal, together with a copy of the proposed Agreement indicating at least the parts of the Information System to be executed by the respective members.

11.6. The Proposer shall furnish in the Letter of Proposal - Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this procurement process.

12. Letters of Proposal and Price Schedules

12.1. The Letter of Proposal - Technical Part, Letter of Proposal-Financial Part and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Proposal Forms. The forms must be completed without any alterations to the text, and no

substitutes shall be accepted except as provided under ITP 21.3. All blank spaces shall be filled in with the information requested.

13. Alternative Proposals

- 13.1. The PDS indicates whether alternative Proposals are allowed. If they are allowed, the PDS will also indicate whether they are permitted in accordance with ITP 13.3, or invited in accordance with ITP 13.2 and/or ITP 13.4.
- 13.2. When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included in the PDS, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 13.3. Except as provided under ITP 13.4 below, Proposers wishing to offer technical alternatives to the Purchaser's requirements as described in the request for proposals document must also provide: (i) a price at which they are prepared to offer an Information System meeting the Purchaser's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Purchaser, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Proposer with the Most Advantageous Proposal conforming to the basic technical requirements shall be considered by the Purchaser.
- 13.4. When Proposers are invited in the PDS to submit alternative technical solutions for specified parts of the system, such parts shall be described in Section VII, Purchaser's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Information System shall be considered by the Purchaser on their own merits, pursuant to ITP 32.

14. Documents Establishing the Eligibility of the Information System

- 14.1. To establish the eligibility of the Information System in accordance with ITP 5, Proposers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Proposal Forms.

15. Documents Establishing the Eligibility and Qualifications of the Proposer

- 15.1. To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Proposer shall provide the information requested in the corresponding information sheets included in Section IV, Proposal Forms.
- 15.2. In the event that prequalification of potential Proposers has been undertaken as stated in the PDS, only Proposals from prequalified

Proposers shall be considered for award of Contract. These qualified Proposers should submit with their Proposals any information updating their original prequalification applications or, alternatively, confirm in their Proposals that the originally submitted prequalification information remains essentially correct as of the date of Proposal submission.

- 15.3. Any change in the structure or formation of a Proposer after being prequalified and invited to submit Proposals, if applicable, (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor whose qualifications were considered to prequalify the Applicant) shall be subject to the written approval of the Purchaser prior to the deadline for submission of Proposals. Such approval shall be denied if (i) a Proposer proposes to associate with a disqualified Proposer or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Proposer no longer substantially meets the qualification criteria; or (iii) in the opinion of the Purchaser, the change may result in a substantial reduction in competition. Any such change should be submitted to the Purchaser not later than fourteen (14) days after the date of the notice for RFP sent to the prequalified Proposers.

**16. Documents
Establishing
Conformity of
the
Information
System**

- 16.1. Pursuant to ITP 11.2 (g), the Proposer shall furnish, as part of its Proposal, documents establishing the conformity to the request for proposals documents of the Information System that the Proposer proposes to design, supply and install under the Contract.
- 16.2. The documentary evidence of conformity of the Information System to the request for proposals documents including:
- (a) Preliminary Project Plan describing, among other things, the methods by which the Proposer will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Proposer proposes to use. The Preliminary Project Plan must also address any other topics specified in the PDS. In addition, the Preliminary Project Plan should state the Proposer's assessment of what it expects the Purchaser and any other party involved in the implementation of the Information System to provide during implementation and how the Proposer proposes to coordinate the activities of all involved parties;
 - (b) written confirmation that the Proposer accepts responsibility for the successful integration and inter-operability of all

components of the Information System as required by the request for proposals documents;

- (c) an item-by-item commentary on the Purchaser's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the Proposer should use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Proposal Forms (Section IV). The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the Proposal. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the Proposal, the item-by-item commentary shall prevail;
 - (d) support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and
 - (e) any separate and enforceable contract(s) for Recurrent Cost items which the PDS ITP 17.2 requires Proposers to propose.
- 16.3. References to brand names or model numbers or national or proprietary standards designated by the Purchaser in the request for proposals documents are intended to be descriptive and not restrictive. Except as specified in the PDS for specific items or standards, the Proposer may substitute alternative brand/model names or standards in its Proposal, provided that it demonstrates to the Purchaser's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.
- 16.4. For major items of the Information System as listed by the Purchaser in Section III, Evaluation and Qualification Criteria, which the Proposer intends to purchase or subcontract, the Proposer shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Proposer shall include in its Proposal information establishing compliance with the requirements specified by the Purchaser for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
- 16.5. The Proposer shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITP 4, and that any goods or services to be provided by the subcontractor comply with the requirements of ITP 5 and ITP 16.1.

- 17. Proposal Prices**
- 17.1. All Goods and Services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables in Section VII, and all other Goods and Services proposed by the Proposer to fulfill the requirements of the Information System, must be priced separately and summarized in the corresponding cost tables in the Sample Proposal Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below.
- 17.2. Unless otherwise specified in the PDS, the Proposer must also propose Recurrent Cost Items specified in the Technical Requirements, Recurrent Cost Sub-Table of the System Inventory Tables in Section VII (if any). These must be priced separately and summarized in the corresponding cost tables in the Sample Proposal Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below:
- (a) if specified **in the PDS**, the Proposer must also propose separate enforceable contracts for the Recurrent Cost Items not included in the main Contract;
 - (b) prices for Recurrent Costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the Information System and, if appropriate, of the Proposer's own allowance for price increases;
 - (c) prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xiii), shall be quoted as Service prices on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals.
- 17.3. Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VII), and with GCC and SCC Clause 12 – Terms of Payment. Proposers may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables
- 17.4. The price of items that the Proposer has left blank in the cost tables provided in the Sample Proposal Forms (Section IV) shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the Proposal and, provided that the Proposal is substantially

responsive, an adjustment to the Proposal price will be made during Proposal evaluation in accordance with ITP 34.1.

- 17.5. The prices for Goods components of the Information System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of Incoterms specified in the PDS, as follows:

- (a) Goods supplied from outside the Purchaser's country:

Unless otherwise specified **in the PDS**, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in the Purchaser's country. The named place of destination and special instructions for the contract of carriage are as specified in the SCC for GCC 1.1 (e) (iii). In quoting the price, the Proposer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Proposer may obtain insurance services from any eligible source country;

- (b) Locally supplied Goods:

Unit prices of Goods offered from within the Purchaser's Country, shall be quoted on an EXW (ex factory, ex works, ex warehouse or off-the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods, but excluding all VAT or sales and other taxes and duties/fees incurred for the Goods at the time of invoicing or sales transaction, if the Contract is awarded;

- (c) Inland transportation.

- 17.6. Unless otherwise stated in the PDS, inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITP 17.5, whether the Goods are to be supplied locally or from outside the Purchaser's country, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITP 17.5 (a) specifies CIP, and the named places of destination are the Project Sites.

- 17.7. The price of Services shall be separated into their local and foreign currency components and where appropriate, broken down into unit prices. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/or apply in the Purchaser's country on/to the price of the Services invoiced to the Purchaser, if the Contract is awarded.

- 17.8. Unless otherwise specified in the PDS, the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the Purchaser or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these request for proposals documents (as, e.g., a requirement for the Proposer to include the travel and subsistence costs of trainees).
- 17.9. Unless otherwise specified in the PDS, prices quoted by the Proposer shall be fixed during the Proposer's performance of the Contract and not subject to increases on any account. Proposals submitted that are subject to price adjustment will be rejected.
- 18. Currencies of Proposal and Payment**
- 18.1. The currency(ies) of the Proposal and currencies of payment shall be the same. The Proposer shall quote in the currency of the Purchaser's Country the portion of the Proposal price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise specified in the PDS.
- 18.2. The Proposer may express the Proposal price in any currency. If the Proposer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.
- 19. Period of Validity of Proposals**
- 19.1. Proposals shall remain valid until the date specified in the PDS or any extended date if amended by the Purchaser in accordance with ITP 8. A Proposal that is not valid until the date specified in the PDS, or any extended date if amended by the Purchaser in accordance with ITP 8, shall be rejected by the Purchaser as nonresponsive.
- 19.2. In exceptional circumstances, prior to the date of expiry of the Proposal validity, the Purchaser may request Proposers to extend the date of validity until a specified date. The request and the responses shall be made in writing. If a Proposal Security is requested in accordance with ITP 20, it shall also be extended for twenty-eight days (28) beyond the deadline of the extended validity period. A Proposer may refuse the request without forfeiting its Proposal Security. A Proposer granting the request shall not be required or permitted to modify its Proposal, except as provided in ITP 19.3.
- 19.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Proposal validity specified in

accordance with ITP 19.1, the Contract price shall be determined as follows:

- (a) in case of fixed price contracts, the contract price shall be the Proposal price adjusted by a factor or factors specified **in the PDS**;
- (b) in the case of an adjustable price contracts, no adjustments shall be made;
- (c) in any case, Proposal evaluation shall be based on the Proposal Price without taking into consideration the applicable correction from those indicated above.

20. Proposal Security

- 20.1. The Proposer shall furnish as part of the Technical Part of its Proposal, either a Proposal-Securing Declaration or a Proposal Security as specified in the PDS, in original form and, in the case of a Proposal Security, in the amount and currency specified in the PDS.
- 20.2. A Proposal-Securing Declaration shall use the form included in Section IV, Proposal Forms.
- 20.3. If a Proposal Security is specified pursuant to ITP 20.1, the Proposal security shall be a demand guarantee in any of the following forms at the Proposer's option:
 - (a) an unconditional guarantee issued by a non-bank financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security indicated **in the PDS**,

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Proposal submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Proposal Security shall be submitted either using the Proposal Security Form included in Section IV, Proposal Forms or in another substantially similar format approved by the Purchaser prior to Proposal submission. In either case, the form must include the complete name of the Proposer. The Proposal Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Proposal validity, or beyond any extended date if requested under ITP 19.2.

- 20.4. If a Proposal Security or a Proposal-Securing Declaration is specified pursuant to ITP 20.1, any Proposal not accompanied by a substantially responsive Proposal Security or Proposal-Securing Declaration shall be rejected by the Purchaser as non-responsive.
- 20.5. If a Proposal Security is specified pursuant to ITP 20.1, the Proposal Security of unsuccessful Proposers shall be returned as promptly as possible upon the successful Proposer's furnishing of the Performance Security pursuant to ITP 48.
- 20.6. The Proposal Security of the successful Proposer shall be returned as promptly as possible once the successful Proposer has signed the Contract and furnished the required Performance Security.
- 20.7. The Proposal Security may be forfeited:
 - (a) if a Proposer withdraws its Proposal prior to the expiry date of Proposal validity specified by the Proposer on the Letter of Proposal or any extended date provided by the Proposer; or
 - (b) if the successful Proposer fails to:
 - (i) sign the Contract in accordance with ITP 47; or
 - (ii) furnish a performance security in accordance with ITP 48.

20.8. The Proposal Security or the Proposal-Securing Declaration of a JV shall be in the name of the JV that submits the Proposal. If the JV has not been legally constituted into a legally enforceable JV at the time of submission of Proposals, the Proposal Security or the Proposal-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITP 4.1 and ITP 11.5.

20.9. If a Proposal Security is not required in the PDS, and;

- (a) if a Proposer withdraws its Proposal prior to the expiry date of the Proposal validity specified by the Proposer on the Letter of Proposal, or any extended date provided by the Proposer; or
- (b) if the successful Proposer fails to: sign the Contract in accordance with ITP 47; or furnish a Performance Security in accordance with ITP 48;

the Purchaser may, if provided for **in the PDS**, declare the Proposer disqualified to be awarded a contract by the Purchaser for a period of time as stated **in the PDS**.

21. Format and Signing of Proposal

21.1. The Proposer shall prepare one original and copies/sets of the documents comprising the Proposal as described in ITP 11 and Proposer22.

21.2. Proposers shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

21.3. The original and all copies of the Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Proposer. This authorization shall consist of a written confirmation as specified in the PDS and shall be attached to the Proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal where entries or amendments have been made shall be signed or initialed by the person signing the Proposal.

- 21.4. In case the Proposer is a JV, the Proposal shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 21.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

D. SUBMISSION OF PROPOSALS

22. Submission, Sealing and Marking of Proposals

- 22.1. The Proposer shall deliver the Proposal in two separate, sealed envelopes (the Technical Part and the Financial Part). These two envelopes shall be enclosed in a separate sealed outer envelope marked “Original PROPOSAL”. In addition, the Proposer shall submit copies of the Proposal in the number specified in the PDS. Copies of the Technical Part shall be placed in a separate sealed envelope marked “COPIES: TECHNICAL PART”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “COPIES: FINANCIAL PART”. The Proposer shall place both of these envelopes in a separate, sealed outer envelope marked “PROPOSAL COPIES”. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2. If alternative Proposals are permitted in accordance with ITP 14, the alternative Proposals shall be submitted as follows: the original of the alternative Proposal Technical Part shall be placed in a sealed envelope marked “ALTERNATIVE PROPOSAL – TECHNICAL PART” and the Financial Part shall be placed in a sealed envelope marked “ALTERNATIVE PROPOSAL – FINANCIAL PART” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “ALTERNATIVE PROPOSAL – ORIGINAL”, the copies of the alternative Proposal will be placed in separate sealed envelopes marked “ALTERNATIVE PROPOSAL – COPIES OF TECHNICAL PART”, and “ALTERNATIVE PROPOSAL – COPIES OF FINANCIAL PART” and enclosed in a separate sealed outer envelope marked “ALTERNATIVE PROPOSAL - COPIES.
- 22.3. The envelopes marked “ORIGINAL PROPOSAL” and “PROPOSAL COPIES” (and, if appropriate, a third envelope marked “ALTERNATIVE PROPOSAL”) shall be enclosed in a separate sealed outer envelope for submission to the Purchaser.
- 22.4. The inner and outer envelopes shall:
 - (a) bear the name and address of the Proposer;
 - (b) be addressed to the Purchaser in accordance with ITP 23.1;

- (c) bear the specific identification of this request for proposals process indicated in accordance with ITP 1.1; and
 - (d) bear a warning not to open before the time and date for Proposal opening.
- 22.5. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Proposal.
- 23. Deadline for Submission of Proposals**
 - 23.1. Proposals must be received by the Purchaser at the address and no later than the date and time indicated in the PDS. When so specified in the PDS, Proposers shall have the option of submitting their Proposals electronically. Proposers submitting Proposals electronically shall follow the electronic Proposal submission procedures specified in the PDS.
 - 23.2. The Purchaser may, at its discretion, extend this deadline for submission of Proposals by amending the request for proposals documents in accordance with ITP 8, in which case all rights and obligations of the Purchaser and Proposers will thereafter be subject to the deadline as extended.
- 24. Late Proposals**
 - 24.1. The Purchaser shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with ITP 23. Any Proposal received by the Purchaser after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.
- 25. Withdrawal, Substitution, and Modification of Proposals**
 - 25.1. A Proposer may withdraw, substitute, or modify its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITP 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:
 - (a) prepared and submitted in accordance with ITP 21 and ITP 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of Proposals, in accordance with ITP 23.

- 25.2. Proposals requested to be withdrawn in accordance with ITP 25.1 shall be returned unopened to the Proposers.

No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the date of expiry of the Proposal validity specified by the Proposer on the Letter of Proposal or any extended date thereof.

E. PUBLIC OPENING OF TECHNICAL PARTS OF PROPOSALS

26. Public Opening of Technical Parts of Proposals

- 26.1. Except as in the cases specified in ITP 24 and ITP 25.2, the Purchaser shall conduct the Proposal opening in public, in the presence of Proposers` designated representatives and anyone who chooses to attend, and at the address, date and time specified in the PDS. Any specific electronic Proposal opening procedures required if electronic submission of proposals is permitted in accordance with ITP 23.1, shall be as specified in the PDS.
- 26.2. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened but returned to the Proposer. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening.
- 26.3. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Proposal being substituted, and the substituted Proposal shall not be opened, but returned to the Proposer. No Proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Proposal opening.
- 26.4. Envelopes marked “Modification” shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening. Only Proposals that are opened and read out at Proposal opening shall be considered further.
- 26.5. Next, all other envelopes marked “Technical Part” shall be opened one at a time. All envelopes marked “Second Envelope: Financial Part” shall remain sealed and kept by the Purchaser in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part parts of the Proposals. On opening the envelopes marked “Technical Part” the Purchaser shall read out: the name of the Proposer, the presence or the absence of a Proposal Security, or Proposal-Securing Declaration,

if required, and whether there is a modification; and Alternative Proposal - Technical Part; and any other details as the Purchaser may consider appropriate.

- 26.6. Only Technical Parts of Proposals and Alternative Proposal - Technical Parts that are read out at Proposal opening shall be considered further for evaluation. The Letter of Proposal-Technical Part and the separate sealed envelope marked “Second Envelope: Financial Part” are to be initialed by representatives of the Purchaser attending Proposal opening in the manner specified in the PDS.
- 26.7. The Purchaser shall neither discuss the merits of any Proposal nor reject any Proposal (except for late Proposals, in accordance with ITP 24.1).
- 26.8. The Purchaser shall prepare a record of the Proposal opening that shall include, as a minimum:
 - (a) the name of the Proposer and whether there is a withdrawal, substitution, or modification;
 - (b) any alternative Proposals; and
 - (c) the presence or absence of a Proposal Security or a Proposal-Securing Declaration.
- 26.9. The Proposers’ representatives who are present shall be requested to sign the record. The omission of a Proposer’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Proposers.

F. EVALUATION OF PROPOSALS- GENERAL PROVISIONS

27. Confidentiality

- 27.1. Information relating to the evaluation of the Technical Part shall not be disclosed to Proposers or any other persons not officially concerned with the procurement process until the notification of evaluation of the Technical Part in accordance with ITP 33. Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part, and recommendation of contract award shall not be disclosed to Proposers or any other persons not officially concerned with the RFP process until the Notification of Intention to Award the Contract is transmitted to Proposers in accordance with ITP 42ProposerProposer.
- 27.2. Any effort by a Proposer to influence the Purchaser in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

- 27.3. Notwithstanding ITP 27.2, from the time of Proposal opening to the time of Contract award, if any Proposer wishes to contact the Purchaser on any matter related to the procurement process, it should do so in writing.

28. Clarification of Proposals

- 28.1. To assist in the examination, evaluation, and comparison of the Proposals, and qualification of the Proposers, the Purchaser may, at its discretion, ask any Proposer for a clarification of its Proposal. Any clarification submitted by a Proposer that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Proposals, in accordance with ITP 35.
- 28.2. If a Proposer does not provide clarifications of its Proposal by the date and time set in the Purchaser's request for clarification, its Proposal may be rejected.

29. Deviations, Reservations, and Omissions

- 29.1. During the evaluation of Proposals, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the request for proposals document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the request for proposals document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the request for proposals document.
- 29.2. Provided that a Proposal is substantially responsive, the Purchaser may waive any nonmaterial nonconformities in the Proposal.
- Provided that a Proposal is substantially responsive, the Purchaser may request that the Proposer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

G. EVALUATION OF TECHNICAL PART OF PROPOSALS

30. Determination of Responsiveness

- 30.1. The Purchaser's determination of the Technical Part's responsiveness shall be based on the contents of the Proposal, as specified in ITP 11.
- 30.2. Preliminary examination of the Technical Part shall be carried out to identify proposals that are incomplete, invalid or substantially nonresponsive to the requirements of the request for proposals documents. A substantially responsive Proposal is one that materially confirms to the requirements of the request for proposals document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the request for proposals document, the Purchaser's rights or the Proposer's obligations under the proposed Contract; or
 - (iii) limit in any substantial way, inconsistent with the request for proposals document, the Purchaser's rights or the Proposer's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Proposers presenting substantially responsive Proposals.
- 30.3. If the Technical Part is not substantially responsive to the requirements of the request for proposals document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

31. Eligibility and Qualifications of the Proposer

- 31.1. The Purchaser shall determine to its satisfaction whether the Proposers that have been assessed to have submitted substantially responsive Proposals are eligible, and either continue to meet (if prequalification applies) or meet (if prequalification has not been carried out), the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 31.2. The determination shall be based upon an examination of the documentary evidence of the Proposer's eligibility and

qualifications submitted by the Proposer, pursuant to ITP 15. The determination shall not take into consideration the qualifications of other firms such as the Proposer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the request for proposals document), or any other firm.

- 31.3. Prior to Contract award, the Purchaser will verify that the successful Proposer (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Proposer. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Proposer to propose a replacement subcontractor.
- 31.4. Only substantially responsive Proposals submitted by eligible and qualified Proposers shall proceed to the detailed technical evaluation specified in ITP 32.
- 31.5. The Purchaser's evaluation of Technical Part will be carried out as specified in Section III, Evaluation and Qualification Criteria.

**32. Detailed
Evaluation of
Technical Part**

- 32.1. The scores to be given to technical factors and sub factors are specified in the PDS.

H. NOTIFICATION OF EVALUATION OF TECHNICAL PARTS AND PUBLIC OPENING OF FINANCIAL PARTS

**33. Notification of
Evaluation of
Technical Parts
and Public
Opening of
Financial Parts**

- 33.1. Following the completion of the evaluation of the Technical Parts of the Proposals, the Purchaser shall notify in writing those Proposers whose Proposals were considered substantially non-responsive to the request for proposals document or failed to meet the eligibility and qualification requirements, advising them of the following information:
 - (a) the grounds on which their Technical Part of Proposal failed to meet the requirements of the request for proposals document;
 - (b) their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" will be returned to them unopened after the completion of the selection process and the signing of the Contract; and

- (c) Option 1: when BAFO or negotiations is not to be applied notify them of the date, time and location of the public opening of the envelopes marked ‘Financial Part’, or;

Option 2: when BAFO or negotiations apply as specified in the PDS, notify them that: (i) the envelopes marked ‘Financial Part’ will not be opened in public, but in the presence of a probity auditor appointed by the Purchaser, and that (ii) the announcement of the names of the Proposers whose Financial Parts will be opened and the total Proposal prices will be deferred to the time that the Notification of Intention to Award the contract is issued.

- 33.2. The Purchaser shall, simultaneously, notify in writing those Proposers whose Technical Part have been evaluated as substantially responsive to the request for proposals document and met the eligibility and qualification requirements, advising them of the following information:
- 33.3. their Proposal has been evaluated as substantially responsive to the request for proposals document and met the eligibility and qualification requirements;
- 33.4. Option 1: when BAFO or negotiations is not to be applied notify them of the date, time and location of the public opening of the envelopes marked ‘Financial Part’, or;

Option 2: when BAFO or negotiations apply as specified in the PDS, notify them that: (i) the envelopes marked ‘Financial Part’ will not be opened in public, but in the presence of a probity auditor appointed by the Purchaser, and that (ii) the announcement of the names of the Proposers whose Financial Parts will be opened and the total Proposal prices will be deferred to the time that the Notification of Intention to Award the contract is issued.

- 33.5. When BAFO or negotiations do not apply as specified in the PDS, the Financial Part of the Proposal shall be opened publicly in the presence of Proposers’ designated representatives and anyone who chooses to attend.
- 33.6. The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITP 33.1 and 33.2. However, if the Purchaser receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITP 50.1.

- 33.7. At this public opening, the Financial Parts will be opened by the Purchaser in the presence of Proposers, or their designated representatives and anyone else who chooses to attend. Proposers who met the eligibility and qualification requirements and whose Proposals were evaluated as substantially responsive will have their envelopes marked “SECOND ENVELOPE: FINANCIAL PART” opened at the second public opening. Each of these envelopes marked “SECOND ENVELOPE: FINANCIAL PART” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Purchaser. The Purchaser shall read out the names of each Proposer, the technical score and the total Proposal prices, per lot (contract) if applicable, including any discounts and Alternative Proposal - Financial Part, and any other details as the Purchaser may consider appropriate.
- 33.8. Only envelopes of Financial Part of Proposals, Financial Parts of Alternative Proposals and discounts that are opened and read out at Proposal opening shall be considered further for evaluation. The Letter of Proposal – Financial Part and the Price Schedules are to be initialed by a representative of the Purchaser attending the Proposal opening in the manner specified in the PDS.
- 33.9. The Purchaser shall neither discuss the merits of any Proposal nor reject any envelopes marked “SECOND ENVELOPE: FINANCIAL PART” at this public opening.
- 33.10. The Purchaser shall prepare a record of the Financial Part of the Proposal opening that shall include, as a minimum: (a) the name of the Proposer whose Financial Part was opened; (b) the Proposal price, per lot (contract) if applicable, including any discounts; and (c) if applicable, any Alternative Proposal – Financial Part.
- 33.11. The Proposers whose envelopes marked “SECOND ENVELOPE: FINANCIAL PART” have been opened or their representatives who are present shall be requested to sign the record. The omission of a Proposer’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Proposers.
- 33.12. When, as specified in the PDS, BAFO or negotiations apply the Financial Parts will not be opened in public and will be opened in the presence of a probity auditor appointed by the Purchaser.
- 33.13. At the opening each of the envelopes marked “Financial Part” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Purchaser. The Purchaser shall record the names of each Proposer, and the total Proposal prices and any other details as the Purchaser may consider appropriate. The Letter of Proposal - Financial Part and

the Price Schedules are to be initialed by a representative of the Purchaser attending the opening and by the probity auditor.

- 33.14. The Purchaser shall prepare a record of the opening of the Financial Part envelopes that shall include, as a minimum:
- (a) the name of the Proposers whose Financial Part was opened;
 - (b) the Proposal prices including any discounts. and
 - (c) The Probity Auditor's report of the opening of the Financial Part.
- 33.15. The probity auditor shall sign the record. The contents of the envelopes marked 'Financial Part' and the record of the opening shall be kept in safe custody by the Purchaser and not disclosed to anyone until the time of the transmission of the Notification of Intention to Award the contract.

I. EVALUATION OF FINANCIAL PART OF PROPOSALS

- | | |
|---|--|
| 34. Adjustments for
Non-material
Nonconformities | <p>34.1. Provided that a Proposal is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Proposal Price. To this effect, the Proposal Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Proposers. If the price of the item or component cannot be derived from the price of other substantially responsive Proposers, the Purchaser shall use its best estimate.</p> |
| 35. Correction of
Arithmetic
Errors | <p>35.1. In evaluating the Financial Part of each Proposal, the Purchaser shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly; (b) where there are errors between the total of the amounts of Schedule Nos. 1 to 5 and the amount given in Schedule No. 6 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. |

**36. Evaluation of
Proposals
Financial Part**

- 35.2. Proposers shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITP 35.1, shall result in the rejection of the Proposal.
- 36.1. To evaluate the Financial Part, the Purchaser shall consider the following:
- (a) the Proposal price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITP 35.1;
 - (c) price adjustment due to discounts offered in accordance with ITP 26;
 - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITP 34.1;
 - (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITP 36.2; and
 - (f) the evaluation factors indicated in the PDS and detailed in Section III, Evaluation and Qualification Criteria.
- 36.2. For evaluation and comparison purposes, the currency(ies) of the **Proposal** shall be converted into a single currency **as specified in the PDS**.
- 36.3. No margin of domestic preference shall apply.
- 36.4. If price adjustment is allowed in accordance with ITP 17.7, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Proposal evaluation.
- 36.5. If this request for proposals document allows Proposers to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Proposal using the methodology specified in Section III, Evaluation and Qualification Criteria. Discounts that are conditional on the award of more than one lot or slice shall not be considered for Proposal evaluation.
- 36.6. The Purchaser will evaluate and compare the Proposals. The evaluation will be performed assuming either that:

- (a) the Contract will be awarded to the Most Advantageous Proposal for the entire Information System; or
- (b) if specified **in the PDS**, Contracts will be awarded to the Proposers for each individual Subsystem, lot, or slice defined in the Technical Requirements whose Proposals result in the Most Advantageous Proposal/Proposals for the entire System.

In the latter case, discounts that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Proposals. Such discounts will be considered in the evaluation of Proposals as specified **in the PDS**.

37. Abnormally Low Proposals

- 37.1. An Abnormally Low Proposal is one where the Proposal price in combination with other constituent elements of the Proposal appears unreasonably low to the extent that the Proposal price raises material concerns as to the capability of the Proposer to perform the Contract for the offered Proposal Price.
- 37.2. In the event of identification of a potentially Abnormally Low Proposal, the Purchaser shall seek written clarifications from the Proposer, including detailed price analyses of its Proposal price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the request for proposals document.
- 37.3. After evaluation of the price analyses, in the event that the Purchaser determines that the Proposer has failed to demonstrate its capability to perform the Contract for the offered Proposal Price, the Purchaser shall reject the Proposal.

38. Unbalanced or Front Loaded Proposals

- 38.1. If the Proposal that is evaluated as the lowest evaluated cost is, in the Purchaser's opinion, seriously unbalanced or front loaded the Purchaser may require the Proposer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Proposal prices with the scope of information systems, installations, proposed methodology, schedule and any other requirements of the request for proposals document.
- 38.2. After the evaluation of the information and detailed price analyses presented by the Proposer, the Purchaser may:
 - (a) accept the Proposal; or

- (b) if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Proposer, to a level not exceeding twenty percent (20%) of the Contract Price; or
- (c) reject the Proposal.

J. EVALUATION OF COMBINED TECHNICAL AND FINANCIAL PARTS, MOST ADVANTAGEOUS PROPOSAL AND NOTIFICATION OF INTENTION TO AWARD

39. Evaluation of combined Technical and Financial Parts, Most Advantageous Proposal

- 39.1. The Purchaser's evaluation of responsive Proposals will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified in the PDS. The Purchaser will rank the Proposals based on the evaluated Proposal score (B).
- 39.2. Best and Final Offer (BAFO): After completion of the combined technical and financial evaluation of proposals, If specified in the PDS, the Purchaser may invite those Proposers to submit their BAFOs. The procedure for submitting BAFOs will be specified in the PDS. BAFO is a final opportunity for Proposers to improve their Proposals without changing the specified business function and performance requirements in accordance with the invitation to Submit Second Stage Combined Technical and Financial Proposals, Proposers are not obliged to submit a BAFO. Where BAFO is used there will be no negotiation after BAFO.
- 39.3. BAFO will apply a two envelope procurement process. The submission of BAFOs, opening of the Technical Parts and Financial Parts and the evaluation of Proposals will follow the procedures described for the Technical, Financial and Combined evaluation above, as appropriate.
- 39.4. The Purchaser shall determine the Most Advantageous Proposal. The Most Advantageous Proposal is the Proposal of the Proposer that meets the Qualification Criteria and whose Proposal has been determined to be substantially responsive to the request for proposals document and is the Proposal with the highest combined technical and financial score.
- 39.5. If specified in the PDS, the Purchaser may conduct negotiations following the evaluation of the proposals and before the final

contract award. The procedure of the negotiations will be specified in the PDS.

- 39.6. Negotiations shall be held in the presence of probity auditor appointed by the Purchaser.
- 39.7. Negotiations may address any aspect of the contract so long as they do not materially change the specified business function and performance requirements.
- 39.8. The Purchaser may negotiate first with the Proposer that has the Most Advantageous Proposal. If the negotiations are unsuccessful the Purchaser may negotiate with the Proposer that has the next best Most Advantageous Proposal, and so on down the list until a successful negotiated outcome is achieved.
- 39.9. Unless otherwise specified in the PDS, the Purchaser will NOT carry out tests prior to Contract award, to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements. However, if so specified in the PDS the Purchaser may carry out such tests as detailed in the PDS.
- 39.10. Proposer.
- 39.11. Prior to Contract award, the Purchaser may carry out visits or interviews with the Proposer's clients referenced in its Proposal and site inspections.
- 39.12. The capabilities of the manufacturers and subcontractors proposed by the Proposer that is determined to have offered the Most Advantageous Proposal for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Proposal will not be rejected, but the Proposer will be required to substitute an acceptable manufacturer or subcontractor without any change to the Proposal price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

**40. Purchaser's
Right to Accept
Any Proposal,
and to Reject
Any or All
Proposals**

- 40.1. The Purchaser reserves the right to accept or reject any Proposal, and to annul the procurement process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Proposers. In case of annulment, all Proposals submitted and specifically, Proposal securities, shall be promptly returned to the Proposers.

- 41. Standstill Period** 41.1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITP 46. The Standstill Period commences the day after the date the Purchaser has transmitted to each Proposer the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 42. Notification of Intention to Award** 42.1. The Purchaser shall send to each Proposer the Notification of Intention to Award the Contract to the successful Proposer. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Proposer submitting the successful Proposal;
 - (b) the Contract price of the successful Proposal;
 - (c) the total combined score of the successful Proposal;
 - (d) the names of all Proposers who submitted Proposals, and their Proposal prices as readout and as evaluated prices and technical scores;
 - (e) a statement of the reason(s) the Proposal (of the unsuccessful Proposer to whom the notification is addressed) was unsuccessful;
 - (f) the expiry date of the Standstill Period; and
 - (g) instructions on how to request a debriefing or submit a complaint during the standstill period;

K. AWARD OF CONTRACT

- 43. Award Criteria** 43.1. Subject to ITP 40, the Purchaser shall award the Contract to the successful Proposer. This is the Proposer whose Proposal has been determined to be the Most Advantageous Proposal..
Proposer.
- 44. Purchaser's Right to Vary Quantities at Time of Award** 44.1. The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage(s) for items as indicated in the PDS.

45. Notification of Award

- 45.1. Prior to the date of expiry of the Proposal validity and upon expiry of the Standstill Period, specified in ITP 41.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Proposer, in writing, that its Proposal has been accepted. The notification letter (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 45.2. Within ten (10) Business days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Purchaser;
 - (b) name and reference number of the contract being awarded, and the selection method used;
 - (c) names of all Proposers that submitted Proposals, and their Proposal prices as read out at Proposal opening, and as evaluated;
 - (d) name of Proposers whose Proposals were rejected and the reasons for their rejection;
 - (e) the name of the successful Proposer, the final total contract price, the contract duration and a summary of its scope; and
 - (f) successful Proposer’s Beneficial Ownership Disclosure Form.
- 45.3. The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at least one newspaper of national circulation in the Purchaser’s Country, or in the official gazette. The Purchaser shall also publish the Contract Award Notice in UNDB online.
- 45.4. Until a formal contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

46. Debriefing by the Purchaser

- 46.1. On receipt of the Purchaser’s Notification of Intention to Award referred to in ITP 42, an unsuccessful Proposer has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a

debriefing to all unsuccessful Proposers whose request is received within this deadline.

- 46.2. Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Proposers of the extended standstill period.
- 46.3. Where a request for debriefing is received by the Purchaser later than the three (3) Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 46.4. Debriefings of unsuccessful Proposers may be done in writing or verbally. The Proposer shall bear their own costs of attending such a debriefing meeting.

47. Signing of Contract

- 47.1. The Purchaser shall send to the successful Proposer the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.
- 47.2. The successful Proposer shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.
- 47.3. Notwithstanding ITP 47.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the Information System to be supplied, where such export restrictions arise from trade regulations from a country supplying those Information System, the Proposer shall not be bound by its Proposal, always provided, however, that the Proposer can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on

the part of the Proposer in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Information System under the terms of the Contract.

48. Performance Security

- 48.1. Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Proposer shall furnish the performance security in accordance with the General Conditions, subject to ITP 38.2 (b), using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Purchaser. If the Performance Security furnished by the successful Proposer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Proposer to be acceptable to the Purchaser. A foreign institution providing a Performance Security shall have a correspondent financial institution located in the Purchaser's Country.
- 48.2. Failure of the successful Proposer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal Security. In that event the Purchaser may award the Contract to the Proposer offering the next Most Advantageous Proposal.

49. Adjudicator

- 49.1. Unless the PDS states otherwise, the Purchaser proposes that the person named in the PDS be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GCC Clause 43.1. In this case, a résumé of the named person is attached to the PDS. The proposed hourly fee for the Adjudicator is specified in the PDS. The expenses that would be considered reimbursable to the Adjudicator are also specified in the PDS. If a Proposer does not accept the Adjudicator proposed by the Purchaser, it should state its non-acceptance in its Proposal Form and make a counterproposal of an Adjudicator and an hourly fee, attaching a résumé of the alternative. If the successful Proposer and the Adjudicator nominated in the PDS happen to be from the same country, and this is not the country of the Purchaser too, the Purchaser reserves the right to cancel the Adjudicator nominated in the PDS and propose a new one. If by the day the Contract is signed, the Purchaser and the successful Proposer have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the

SCC clause relating to GCC Clause 43.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.

**50. Procurement
Related
Complaint**

- 50.1. The procedures for making a Procurement-related Complaint are as specified in the PDS.

SECTION II - PROPOSAL DATA SHEET (PDS)

The following specific data for the Information System to be procured shall complement, supplement, or amend the provisions in the Instructions to Proposers (ITP). Whenever there is a conflict, the provisions in the PDS shall prevail over those in ITP.

ITP Reference	A. General
ITP 1.1	<p>The reference number of the Request for Proposals is: PSMP4-GO-RFP-1.2.2</p> <p>The Purchaser is: Ministry of Justice (MOJ) of the Republic of Armenia and the Office of the Prime Minister of the Republic of Armenia</p> <p>The name of the RFP is: Procurement of the e-Penitentiary System</p> <p>The Purchaser shall not accept Proposal for multiple lots under this request for proposals document.</p> <p>The lots are: Not applicable.</p>
ITP 1.3 (a)	<p>Electronic Procurement shall not be applicable to this procurement.</p> <p>The Purchaser shall use the following electronic-procurement system to manage this procurement process: not applicable.</p> <p>The electronic-procurement system shall be used to manage the following aspects of the Procurement process: not applicable.</p>
ITP 2.1	<p>The Borrower is: Republic of Armenia</p> <p>Loan or Financing Agreement amount: EUR 26.5 million</p> <p>The name of the Project is: Fourth Public Sector Modernization Project (PSMP4)</p>
ITP 4.1	Maximum number of members in the JV shall be: 3
ITP 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
B. Request for proposals Document	
ITP 7.1	<p>For <u>Clarification of Proposal purposes</u> only, the Purchaser's address is:</p> <p>Office of the Prime Minister of RA</p> <p>Address: Government House 1, Republic Square</p>

	<p>Floor/ Room number: 1-st Floor, Room 115, 117 Attention: Mr. Aharon Mkrtchyan, PSMP4 Project Manager E-mail : info@psmp.am City : Yerevan ZIP Code : 0010 Country: Republic of Armenia Telephone: (+374 10) 515931</p> <p>Requests for clarification should be received by the Purchaser no later than: 14 days prior to the Proposals submission deadline.</p>
ITP 7.1	Web page: www.gnumner.am website
ITP 7.4	<p>An online Pre-Proposal meeting shall take place at the following date, time:</p> <p>Date: May 12, 2025</p> <p>Time: 11:00 (local time)</p> <p>A Pre-Proposal meeting will be conducted online, and attendance is optional. If you wish to attend the online meeting, please request the meeting link by contacting info@psmp.am.</p> <p>As per ITP 7.5, the Proposer is requested, as far as possible, to submit written questions to the Purchaser within one week prior to the meeting.</p> <p>A site visit conducted by the Purchaser <i>shall not be</i> organized.</p>
C. Preparation of Proposals	
ITP 10.1	<p>The language of the Proposal is: English.</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
ITP 11.2 (j)	<p>The Proposer shall submit with its Technical Part of the Proposal the following additional documents:</p> <p>1. Code of Conduct for Supplier's Personnel (ES)</p> <p>The Proposer shall submit its Code of Conduct that will apply to the Supplier's Personnel (as defined in GCC Clause 1.1) employed in the execution of the Contract at the Project Site/s to ensure compliance with the Supplier's Environmental and/or Social obligations under the Contract, as applicable. The Proposer shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Proposer may introduce</p>

	<p>additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p>2. Cybersecurity Management and Implementation Plan</p> <p>The Proposer shall submit a comprehensive Cybersecurity Management and Implementation Plan detailing the measures that will be taken to ensure the security and protection of data and information systems involved in the execution of the Contract. This plan should include risk assessment, preventive measures, response strategies, and recovery protocols to address potential cyber threats and vulnerabilities. The Proposer must ensure that all personnel are trained in cybersecurity best practices and that regular audits and updates to the cybersecurity measures are conducted throughout the duration of the Contract.</p>
ITP 11.3(d)	The Proposer shall submit the following additional documents in the Financial Part of its Proposal: Not applicable
ITP 13.1	Alternative Proposals are not permitted.
ITP 13.2	Alternatives to the Time Schedule are not permitted.
ITP 13.4	Alternative technical solutions shall be permitted for the following parts of the Information System: none as further detailed in the Section VII – Purchaser’s Requirements not applicable .
ITP 15.2	Prequalification has not been undertaken.
ITP 16.2 (a)	<p>In addition to the topics described in ITP Clause 16.2 (a), the Preliminary Project Plan must address the following topics:</p> <ul style="list-style-type: none"> (i) <i>Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);</i> (ii) <i>Implementation Sub-Plan;</i> (iii) <i>Integration and Data Migration Sub-Plan;</i> (iv) <i>Training Sub-Plan;</i> (v) <i>Quality Management Sub-Plan; (QMP)</i> (vi) <i>Testing Sub-Plan;</i> (vii) <i>Warranty Defect Repair and Technical Support Service Sub-Plan</i>
ITP 16.3	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Proposers shall offer the following items: N/A

ITP 17.2	The Proposer must not propose Recurrent Cost Items
ITP 17.2	The Proposer must not propose for contracts for Recurrent Cost Items not included in the main Contract.
ITP 17.5	The Incoterms edition is: <i>Incoterms® 2020</i> .
ITP 17.5 (a)	Named place of destination is: CIP Armenian border.
ITP 17.6	Named place of final destination (or Project site) is: the Sites of entities specified in “Site Table” in Section VII
ITP 17.8	There are no modifications to ITP 17.8
ITP 17.9	The prices quoted by the Proposer shall not be subject to adjustment during the performance of the Contract.
ITP 18.1	<p>The Proposer is not required to quote in the currency of the Purchaser’s Country the portion of the Proposal price that corresponds to expenditures incurred in that currency.</p> <p>The local proposers are reminded that the requirements of the Law “On the currency regulation and currency control” of November 24, 2004, should be respected.</p>
ITP 19.1	The Proposal shall be valid until: October 07, 2025
ITP 19.3 (a)	<p>The Proposal price shall be adjusted by the following factor(s):</p> <p>The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.</p>
ITP 20.1	<p>A Proposal Security shall be required.</p> <p>The Proposal Security shall be included exclusively in the envelope containing the TECHNICAL PART of the Proposal.</p> <p>A Proposal-Securing Declaration shall not be required.</p> <p>The amount and currency of the Proposal Security shall be EURO 25000 or an equivalent amount in freely convertible currency or equivalent amount in AMD.</p> <p>The date for the exchange rate for the Proposal Security shall be: June 2, 2025</p>

ITP 20.3 (d)	Other types of acceptable securities: only an unconditional Bank Guarantee issued by a bank.
ITP 20.9	Not applicable
ITP 21.3	The written confirmation of authorization to sign on behalf of the Proposer shall consist of: Either a document that certifies the signer's authorization or a power of attorney if such a document is not available.
D. Submission and Opening of Proposals	
ITP 22.1	In addition to the original of the Proposal (printed original (hard copy)), the number of copies is: Four (4) soft copy on Flash Memory card. In case of any discrepancy between the hard copy and electronic, the hard original copy will prevail.
ITP 23.1	For Proposal submission purposes only, the Purchaser's address is: Office of the Prime Minister of RA Address: Government House 1, Republic Square Floor/Room number: 1-st Floor, Room 115, 117 Attention: Mr. Aharon Mkrtchyan, PSMP4 Project Manager City: Yerevan ZIP Code: 0010 Country: Republic of Armenia Telephone: (+374 10) 515931 The deadline for Proposal submission is: Date: June 9, 2025 Time: 12:00 (local time)
ITP 23.1	Proposers shall not have the option of submitting their Proposals electronically.
E. Public Opening of Technical Parts of Proposals	
ITP 26.1	The Proposal opening shall take place at: Office of the Prime Minister of RA Street Address: Government House 1, Republic Square Floor/Room number: 1-st Floor, Room 115, 117

	<p>Attention: Mr. Aharon Mkrtchyan, PSMP4 Project Manager</p> <p>City : Yerevan</p> <p>ZIP Code: 0010</p> <p>Country: Republic of Armenia</p> <p>Date: June 9, 2025</p> <p>Time: 12:00 (local time)</p>																				
ITP 26.1	The electronic Proposal opening procedures shall be: not applicable.																				
G. Evaluation of Technical Part of Proposals																					
ITP 32.2	<p>The technical factors (sub-factors) and the corresponding weight out of 100% are:</p> <table border="1"> <tr> <td colspan="2">1. Supplier Qualification & Experience</td></tr> <tr> <td>1.1 At least 3 years of experience in the development or maintenance of large-scale e-government systems or other high-availability and mission-critical systems.</td><td>(up to 30)</td></tr> <tr> <td>1.2 The proposal must provide a comprehensive explanation of the system's modular structure, workflow management, user portal, and reporting & analytics capabilities. It should detail how these features facilitate efficient service delivery, enable the generation of meaningful insights from data, and offer user-friendly workflow management. Additionally, it should cover the customization options, report formats, and advanced data visualization tools available, highlighting their benefits and practicality.</td><td>(up to 35)</td></tr> <tr> <td>1.3 The proposal should clearly articulate the methods for project implementation, emphasizing effective stakeholder interaction and maintaining close proximity to the Purchaser's location. This includes a detailed plan for delegating the main technical team to the Purchaser's country and/or involving national experts. The Preliminary Project Plan should outline how these strategies will support seamless collaboration, timely communication, and efficient project execution.</td><td>(up to 35)</td></tr> <tr> <td colspan="2">Subtotal being 100 points, is 30% of total technical score</td></tr> <tr> <td colspan="2">2. Qualification of Key Personnel</td></tr> <tr> <td>2.1 Team Lead</td><td>(up to 20)</td></tr> <tr> <td>2.2 Senior Business Process Analyst</td><td>(up to 15)</td></tr> <tr> <td>2.3 Systems Architect</td><td>(up to 13)</td></tr> <tr> <td>2.4 Database Administrator</td><td>(up to 13)</td></tr> </table>	1. Supplier Qualification & Experience		1.1 At least 3 years of experience in the development or maintenance of large-scale e-government systems or other high-availability and mission-critical systems.	(up to 30)	1.2 The proposal must provide a comprehensive explanation of the system's modular structure, workflow management, user portal, and reporting & analytics capabilities. It should detail how these features facilitate efficient service delivery, enable the generation of meaningful insights from data, and offer user-friendly workflow management. Additionally, it should cover the customization options, report formats, and advanced data visualization tools available, highlighting their benefits and practicality.	(up to 35)	1.3 The proposal should clearly articulate the methods for project implementation, emphasizing effective stakeholder interaction and maintaining close proximity to the Purchaser's location. This includes a detailed plan for delegating the main technical team to the Purchaser's country and/or involving national experts. The Preliminary Project Plan should outline how these strategies will support seamless collaboration, timely communication, and efficient project execution.	(up to 35)	Subtotal being 100 points, is 30% of total technical score		2. Qualification of Key Personnel		2.1 Team Lead	(up to 20)	2.2 Senior Business Process Analyst	(up to 15)	2.3 Systems Architect	(up to 13)	2.4 Database Administrator	(up to 13)
1. Supplier Qualification & Experience																					
1.1 At least 3 years of experience in the development or maintenance of large-scale e-government systems or other high-availability and mission-critical systems.	(up to 30)																				
1.2 The proposal must provide a comprehensive explanation of the system's modular structure, workflow management, user portal, and reporting & analytics capabilities. It should detail how these features facilitate efficient service delivery, enable the generation of meaningful insights from data, and offer user-friendly workflow management. Additionally, it should cover the customization options, report formats, and advanced data visualization tools available, highlighting their benefits and practicality.	(up to 35)																				
1.3 The proposal should clearly articulate the methods for project implementation, emphasizing effective stakeholder interaction and maintaining close proximity to the Purchaser's location. This includes a detailed plan for delegating the main technical team to the Purchaser's country and/or involving national experts. The Preliminary Project Plan should outline how these strategies will support seamless collaboration, timely communication, and efficient project execution.	(up to 35)																				
Subtotal being 100 points, is 30% of total technical score																					
2. Qualification of Key Personnel																					
2.1 Team Lead	(up to 20)																				
2.2 Senior Business Process Analyst	(up to 15)																				
2.3 Systems Architect	(up to 13)																				
2.4 Database Administrator	(up to 13)																				

	2.5 Lead Full Stack Developer	(up to 13)
	2.6 Technical Writer	(up to 13)
	2.7 Penitentiary System Expert	(up to 13)
	Subtotal being 100 points, is 70% of total technical score	
The technical proposal scoring methodology is specified in Section III- Evaluation and Qualification Criteria		
H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts		
ITP 33.8	The Letter of Proposal – Financial Part and the Price Schedules shall be initialed by the members of the Evaluation committee conducting Proposal opening.	
I. Evaluation of Financial Part of Proposals		
ITP 36.1(f)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Time for Completion: No. (b) Present value of Recurrent Costs: No. (c) Functional Guarantees of the Facilities: No. (d) Work, services, facilities, etc., to be provided by the Purchaser: No.	
ITP 36.2	The currency(ies) of the Proposal shall be converted into a single currency as follows: The currency that shall be used for comparison purposes to convert the offered prices expressed in various currencies into a single currency is: Armenian Drams (AMD) The source of exchange rate shall be: Central Bank of the Republic of Armenia (www.cba.am). The date for the exchange rate shall be: June 9, 2025	
J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Proposal		
ITP 39.1	The weight to be given for cost is: 60%	
ITP 39.2	BAFO does not apply.	
ITP 39.5	Negotiation does not apply.	
ITP 39.9	As additional qualification measures, the Information System (or components/parts of it) offered by the Proposer with the Most	

	Advantageous Proposal may be subjected to the following tests and performance benchmarks prior to Contract award: none .
K. AWARD OF CONTRACT	
ITP 44	The maximum percentage by which quantities may be increased is: N/A The maximum percentage by which quantities may be decreased is: N/A
ITP 49	The proposed Adjudicator is: There will be no Adjudicator under this Contract.
ITP 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” A Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. The terms of the request for proposals document; 2. the Purchaser’s decision to exclude a Proposer from the procurement process prior to the award of contract; and 3. The Purchaser’s decision to award the contract. <p>If a Proposer wishes to make a Procurement-related Complaint, the Proposer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: Mr. Aharon Mkrtchyan, Title/position: PSMP4 Project Manager Purchaser: Office of the Prime Minister of RA Email address: info@psmp.am</p>

SECTION III - EVALUATION AND QUALIFICATION CRITERIA (WITHOUT PREQUALIFICATION)

This Section contains all the criteria that the Purchaser shall use to evaluate Proposals and qualify Proposers. No other factors, methods or criteria shall be used. The Proposer shall provide all the information requested in the forms included in Section IV, Proposal Forms.

1. Qualification

1.1 Qualification Requirements

The Proposer's qualification shall be assessed in accordance with Annex1, the "Qualification Requirements table" included in this section (see pages 66-73).

1.2 Financial Resources

Using the relevant Form, FIN 1.3.3 in Section IV, Proposal Forms, the Proposer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

(i) the following cash-flow requirement: EURO 200,000

and

(ii) the overall cash flow requirements for this contract and its current supply and services' commitment.

1.3 Key Personnel

The Proposer must demonstrate that it will have suitably qualified key personnel. The Proposer shall complete the relevant Forms in Section IV, Proposal Forms.

No.	Position	Relevant Expected Experience
Key Personnel		
1	Team Lead	1. At least 5 years of relevant experience in managing projects of a similar nature (the similarity shall be based on the complexity, methods and technology comparable to the Technical Requirements specified in Section VI). 2. Extensive experience in managing large-scale e-government systems or other high-availability, mission-critical systems with large number of concurrent users. 3. At least 3 years of experience working with multiple stakeholders, including government agencies, international experts, and other stakeholder groups. 4. At least a university degree in Business Management, Computer Science, Software Engineering, or a related field, along with relevant certifications (such as PMP, CSM, PMI-ACP, CSDP, PRINCE2 Practitioner, etc.).

2	Senior Business Process Analyst	<ol style="list-style-type: none"> 1. At least 5 years of experience in business process analysis, including expertise in identifying inefficiencies, proposing solutions, optimizing processes, and writing user stories to effectively communicate business requirements to technical teams for the successful implementation of process improvements. 2. Experience as a Business Process Analyst on at least 2 projects focused on large-scale e-government systems or other high-availability, mission-critical systems with a large number of concurrent users, ensuring alignment with government regulations and user requirements through the analysis of technical systems and business processes. 3. At least 3 years of experience in process automation or digital transformation initiatives. 4. At least a university degree in Business Administration, Computer Science, Software Engineering, or a related field, along with relevant certifications (such as CBAP, CCBA, Certified Six Sigma, CBPP, CSM, etc.)
3	System Architect	<ol style="list-style-type: none"> 1. At least 5 years of experience in designing and implementing complex system architectures. 2. At least 3 years of experience in designing scalable and high-performance systems across multiple platforms and environments (e.g., cloud, on-premise, hybrid). 3. Minimum of 3 years of hands-on experience in leveraging a diverse range of architecture frameworks and methodologies (such as TOGAF, Zachman, and Microservices) to design, implement, and optimize complex, scalable, and business-aligned information systems architectures. 4. At least a university degree in Computer Science, Software Engineering, or a related field, along with relevant certifications (certifications will be considered relevant if they are in system architecture, enterprise design, or cloud solutions, demonstrating advanced expertise in designing scalable and secure systems.)
4	Database Administrator	<ol style="list-style-type: none"> 1. At least 5 years of experience in database administration, including installation, configuration, tuning, and optimization of both relational (e.g., MySQL, PostgreSQL, Oracle, SQL Server) and NoSQL databases (e.g., MongoDB, Cassandra, Redis). 2. At least 3 years of experience in managing high-availability database systems, ensuring data security, backup, disaster recovery, and compliance with data privacy regulations. 3. At least 3 years of experience in database performance monitoring, troubleshooting, and implementing best practices for scalability, efficiency, and data integrity across both relational and NoSQL platforms. 4. At least a university degree in Computer Science, Software Engineering, or a related field, along with relevant certifications (certifications will be considered relevant if they are in database management, cloud database technologies, or data engineering, demonstrating proficiency in database optimization, administration, and management).
5	Lead Full Stack Developer	<ol style="list-style-type: none"> 1. At least 5 years of experience in leading the development and maintenance of web applications using both front-end technologies (e.g., React, Angular, Vue.js, HTML5, CSS3, JavaScript, TypeScript) and back-end technologies (e.g., Node.js, Java, Python, Ruby, PHP). 2. At least 3 years of experience in designing and implementing APIs (e.g., RESTful, RPC), ensuring seamless integration between front-end and back-end systems, with a focus on performance, scalability, and security. 3. At least 3 years of experience working with cloud platforms (e.g., AWS, Azure, Google Cloud), and using containerization technologies such as Docker and container orchestration tools like Kubernetes to deploy and scale full-stack applications. 4. At least a university degree in Computer Science, Software Engineering, or a related field, along with relevant certifications (certifications will be considered relevant if they are in full-stack development, cloud platforms, containerization, or software architecture, demonstrating comprehensive knowledge of both front-end and back-end technologies).
6	Technical Writer	<ol style="list-style-type: none"> 1. At least 5 years of experience in creating and maintaining technical documentation, including user manuals, system specifications, API documentation, and product guides for complex software applications. 2. At least 3 years of experience working closely with cross-functional teams (e.g., developers, product managers, and QA engineers) to gather information and ensure the accuracy and clarity of technical content. 3. At least 3 years of experience in creating and maintaining documentation workflows, including version control, document templates, and collaborative review processes, to ensure efficiency and consistency in documentation production. 4. At least a university degree in Communications, Computer Science, Software Engineering, Linguistics, or a related field, along with relevant certifications (certifications will be considered relevant if they are in technical writing, documentation standards, or content management systems, demonstrating expertise in producing clear, concise, and effective technical documentation).

7	Penitentiary System Expert	<p>1. At least 3 years of work experience in policy-making roles related to the penitentiary system sector of the Republic of Armenia or in decision-making roles within the Penitentiary System under the Ministry of Justice of the Republic of Armenia.</p> <p>2. At least a university degree in Law, Social Sciences, Psychology, or a related field, along with relevant certifications (certifications will be considered relevant if they result from the completion of specialized training courses in areas such as Penitentiary Systems, Re-socialization of Inmates, Human Rights Law, Criminal Justice Policy, or similar fields, demonstrating expertise in managing and reforming penitentiary systems).</p>
---	-----------------------------------	---

1.4 Subcontractors/vendors/manufacturers

For the purposes of establishing a Proposer's qualifications the experience and / or resources of any Subcontractor will not contribute to the Proposer's qualifications.

1.5 Manufacturer's authorization

For all powered (active) hardware and/or software components of the Information System which the Proposer does not itself produce, by submission of documentary evidence in its Proposal, the Proposer must establish to the Purchaser's satisfaction that it is not prohibited to supply those components in the Purchaser's country under the Contract(s) that may result from this procurement.

- (i) In the case of powered (active) hardware and other powered equipment, this must be documented by including Manufacturer's Authorizations in the Proposal (based on the sample found in the Sample Proposal Forms in Section IV);
- (ii) In the case of proprietary commercial software (i.e., excluding open source or "freeware" software) that the Proposer does not manufacture itself and for which the Proposer has or will establish an Original Equipment Manufacturer (OEM) relationship with the manufacturer, the Proposer must provide Manufacturer's Authorizations;
- (iii) In the case of proprietary commercial software (i.e., excluding open source or "freeware" software) that the Proposer does not manufacture itself and for which the Proposer does not or will not establish an OEM relationship with the manufacturer, the Proposer must document to the Purchaser's satisfaction that the Proposer is not excluded from sourcing these items from the manufacturer's distribution channels and proposing offering these items for supply in the Borrower's Country.
- (iv) In the case of open source software, the Proposer must identify the software item as open source and provide copies of the relevant open source license(s).

The Proposer is responsible for ensuring that the manufacturer or producer complies with the requirements of ITP 4 and ITP 5 and meets the minimum criteria listed above for that item.

1.6 Local Representative

In the case of a Proposer not doing business within the Purchaser's country, the Proposer shall submit documentary evidence in its Proposal to establish to the Purchaser's satisfaction that it is or will be (if awarded the Contract) represented by an agent in that country who is equipped and able to carry out / manage the Proposer's maintenance, technical support, training, and warranty repair obligations specified in the Purchaser's

Requirements (including any response time, problem-resolution norms or other aspects that may be specified in the Contract).

2. Technical Evaluation

2.1 Assessment of adequacy of Technical Proposal with Requirements in accordance with ITP 32.1

2.2 Technical Evaluation (ITP 32.2)

The technical features to be evaluated are generally defined below and specifically identified in the PDS:

2.2.1 Technical Quality Evaluation Factors/Parameters

- (a) The technical features to be evaluated are generally defined below and specifically identified in the PDS¹:

The Proposal evaluation will take into account technical factors in addition to cost factors. The weight of the Price (“X” multiplied by 100 in the Evaluated Proposal Score formula) = 60 percent

1. Supplier Qualification & Experience	
1.1 At least 3 years of experience in the development or maintenance of large-scale e-government systems or other high-availability and mission-critical systems.	(up to 30)
1.2 The proposal must provide a comprehensive explanation of the system's modular structure, workflow management, user portal, and reporting & analytics capabilities. It should detail how these features facilitate efficient service delivery, enable the generation of meaningful insights from data, and offer user-friendly workflow management. Additionally, it should cover the customization options, report formats, and advanced data visualization tools available, highlighting their benefits and practicality.	(up to 35)
1.3 The proposal should clearly articulate the methods for project implementation, emphasizing effective stakeholder interaction and maintaining close proximity to the Purchaser's location. This includes a detailed plan for delegating the main technical team to the Purchaser's country and/or involving national experts. The Preliminary Project Plan should outline how these strategies will support seamless collaboration, timely communication, and efficient project execution.	(up to 35)
Subtotal being 100 points, is 30% of total technical score	

¹ **Note:** In the case of a Joint Venture (JV), all members combined must collectively meet the mentioned requirements (i.e. Each individual member does not have to meet all the criteria on their own, but together, they must collectively satisfy all the requirements).

2. Qualification of Key Personnel	
2.1 Team Lead	(up to 20)
2.2 Senior Business Process Analyst	(up to 15)
2.3 Systems Architect	(up to 13)
2.4 Database Administrator	(up to 13)
2.5 Lead Full Stack Developer	(up to 13)
2.6 Technical Writer	(up to 13)
2.7 Penitentiary System Expert	(up to 13)
Subtotal being 100 points, is 70% of total technical score	

No.	Category	Score from Table	Category Weight	Category Score	Category Total
1	Supplier Qualification & Experience	Table A	0.30	<i>Score from Table A</i>	<i>Score from Table A * 0.30</i>
2	Qualification of Key Personnel	Table B	0.70	<i>Score from Table B</i>	<i>Score from Table B * 0.70</i>
TOTAL					

1.1.1. Supplier Qualification & Experience Category

Within this Category, the Proposer will be evaluated based on the following features:

Table A – Category 1: Supplier Qualification & Experience					
No	Sub Category	Scoring	Feature Scores Assigned	Feature Weight	Total
1.1	At least 3 years of experience in the development or maintenance of large-scale e-government systems or other high-availability and mission-critical systems.	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3 6 yrs. and more = 4		7.5	Feature Scores Assigned X Feature Weight

1.2	The proposal must provide a comprehensive explanation of the system's modular structure, workflow management, user portal, and reporting & analytics capabilities. It should detail how these features facilitate efficient service delivery, enable the generation of meaningful insights from data, and offer user-friendly workflow management. Additionally, it should cover the customization options, report formats, and advanced data visualization tools available, highlighting their benefits and practicality.	Partially defined = 1 Moderately defined = 2 Sufficiently defined = 3 Properly defined = 4		8.75	Feature Scores Assigned X Feature Weight
1.3	The proposal should clearly articulate the methods for project implementation, emphasizing effective stakeholder interaction and maintaining close proximity to the Purchaser's location. This includes a detailed plan for delegating the main technical team to the Purchaser's country and/or involving national experts. The Preliminary Project Plan should outline how these strategies will support seamless collaboration, timely communication, and efficient project execution.	Partially articulated = 1 Moderately articulated = 2 Sufficiently articulated = 3 Properly articulated = 4		8.75	Feature Scores Assigned X Feature Weight
TOTAL					

1.1.2. Qualification of Key Personnel

Within this Category, Key Personnel proposed by the Proposer will be evaluated based on the following features:

Table B– Category 2: Qualification of Key Personnel			
No	Sub Category	Score from Table	Category 2 Score
2.1	Team Lead	B1 2.1	Total Score from Table B1 2.1
2.2	Senior Business Process Analyst	B1 2.2	Total Score from Table B1 2.2
2.3	System Architect	B1 2.3	Total Score from Table B1 2.3
2.4	Database Administrator	B1 2.4	Total Score from Table B1 2.4
2.5	Lead Full Stack Developer	B1 2.5	Total Score from Table B1 2.5
2.6	Technical Writer	B1 2.6	Total Score from Table B1 2.6
2.7	Penitentiary System Expert	B1 2.7	Total Score from Table B1 2.7
TOTAL			

Table B1 2.1

No	Sub Category	Scoring	Feature Scores Assigned	Feature Weight	Total
2.1	Team Lead				
2.1.1	At least 5 years of relevant experience in managing projects of a similar nature (the similarity shall be based on the complexity, methods and technology comparable to the Technical Requirements specified in Section VI).	5 yrs. = 1 6 yrs. = 2 7 yrs. = 3 8 yrs. and more = 4		1.75	Feature Scores Assigned X Feature Weight
2.1.2	Extensive experience in managing large-scale e-government systems or other high-availability, mission-critical systems with large number of concurrent users.	2 proj. = 1 3 proj. = 2 4 proj. = 3 5 proj. and more = 4		1.75	Feature Scores Assigned X Feature Weight
2.1.3	At least 3 years of experience working with multiple stakeholders, including government agencies, international experts, and other stakeholder groups.	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3 6 yrs. and more = 4		0.75	Feature Scores Assigned X Feature Weight
2.1.4	At least a university degree in Business Management, Computer Science, Software Engineering, or a related field, along with relevant certifications (such as PMP, CSM, PMI-ACP, CSDP, PRINCE2 Practitioner, etc.).	Bachelor's Degree = 1 Bachelor's Degree + Relevant Certification = 2 Master's Degree = 3 Master's Degree + Relevant Certification = 4		0.75	Feature Scores Assigned X Feature Weight
TOTAL					

Table B1 2.2

No	Sub Category	Score from Criteria	Feature Scores Assigned	Feature Weight	Total
2.2	Senior Business Process Analyst				
2.2.1	At least 5 years of experience in business process analysis, including expertise in identifying inefficiencies, proposing solutions, optimizing processes, and writing user stories to effectively communicate business requirements to technical teams for the successful implementation of process improvements.	5 yrs. = 1 6 yrs. = 2 7 yrs. = 3 8 yrs. and more = 4		1.50	Feature Scores Assigned X Feature Weight
2.2.2	Experience as a Business Process Analyst on at least 2 projects focused on large-scale e-government systems or other high-availability, mission-critical systems with a large number of concurrent users, ensuring alignment with government regulations and user requirements through the analysis of technical systems and business processes.	2 proj. = 1 3 proj. = 2 4 proj. = 3 5 proj. and more = 4		0.75	Feature Scores Assigned X Feature Weight

2.2.3	At least 3 years of experience in process automation or digital transformation initiatives.	3 yrs = 1 4 yrs = 2 5 yrs = 3 6 yrs. and more = 4		0.75	Feature Scores Assigned X Feature Weight
2.2.4	At least a university degree in Business Administration, Computer Science, Software Engineering, or a related field, along with relevant certifications (such as CBAP, CCBA, Certified Six Sigma, CBPP, CSM, etc.)	Bachelor's Degree = 1 Bachelor's Degree + Relevant Certification = 2 Master's Degree or above = 3 Master's Degree or above + Relevant Certification = 4		0.75	Feature Scores Assigned X Feature Weight
TOTAL					

Table B1 2.3					
No	Sub Category	Score from Criteria	Feature Scores Assigned	Feature Weight	Total
2.3	System Architect				
2.3.1	At least 5 years of experience in designing and implementing complex system architectures.	5 yrs. = 1 6 yrs. = 2 7 yrs. = 3 8 yrs. and more = 4		1.00	Feature Scores Assigned X Feature Weight
2.3.2	At least 3 years of experience in designing scalable and high-performance systems across multiple platforms and environments (e.g., cloud, on-premise, hybrid).	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3 6 yrs. and more = 4		0.75	Feature Scores Assigned X Feature Weight
2.3.3	Minimum of 3 years of hands-on experience in leveraging a diverse range of architecture frameworks and methodologies (such as TOGAF, Zachman, and Microservices) to design, implement, and optimize complex, scalable, and business-aligned information systems architectures.	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3 6 yrs. and more = 4		0.75	Feature Scores Assigned X Feature Weight
2.3.4	At least a university degree in Computer Science, Software Engineering, or a related field, along with relevant certifications (certifications will be considered relevant if they are in system architecture, enterprise design, or cloud solutions, demonstrating advanced expertise in designing scalable and secure systems.)	Bachelor's Degree = 1 Bachelor's Degree + Relevant Certification = 2 Master's Degree or above = 3 Master's Degree or above + Relevant Certification = 4		0.75	Feature Scores Assigned X Feature Weight
TOTAL					

Table B1 2.4					
No	Sub Category	Score from Criteria	Feature Scores Assigned	Feature Weight	Total
2.4	Database Administrator				

2.4.1	At least 5 years of experience in database administration, including installation, configuration, tuning, and optimization of both relational (e.g., MySQL, PostgreSQL, Oracle, SQL Server) and NoSQL databases (e.g., MongoDB, Cassandra, Redis).	5 yrs. = 1 6 yrs. = 2 7 yrs. = 3 8 yrs. and more = 4		1.00	Feature Scores Assigned X Feature Weight
2.4.2	At least 3 years of experience in managing high-availability database systems, ensuring data security, backup, disaster recovery, and compliance with data privacy regulations.	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3 6 yrs. and more = 4		0.75	Feature Scores Assigned X Feature Weight
2.4.3	At least 3 years of experience in database performance monitoring, troubleshooting, and implementing best practices for scalability, efficiency, and data integrity across both relational and NoSQL platforms.	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3 6 yrs. and more = 4		0.75	Feature Scores Assigned X Feature Weight
2.4.4	At least a university degree in Computer Science, Software Engineering, or a related field, along with relevant certifications (certifications will be considered relevant if they are in database management, cloud database technologies, or data engineering, demonstrating proficiency in database optimization, administration, and management).	Bachelor's Degree = 1 Bachelor's Degree + Relevant Certification = 2 Master's Degree or above = 3 Master's Degree or above + Relevant Certification = 4		0.75	Feature Scores Assigned X Feature Weight
TOTAL					

Table B1 2.5					
No	Sub Category	Score Criteria	from	Feature Scores Assigned	Feature Weight
2.5	Lead Full Stack Developer				
2.5.1	At least 5 years of experience in leading the development and maintenance of web applications using both front-end technologies (e.g., React, Angular, Vue.js, HTML5, CSS3, JavaScript, TypeScript) and back-end technologies (e.g., Node.js, Java, Python, Ruby, PHP).	5 yrs. = 1 6 yrs. = 2 7 yrs. = 3 8 yrs. and more = 4		1.00	Feature Scores Assigned X Feature Weight
2.5.2	At least 3 years of experience in designing and implementing APIs (e.g., RESTful, RPC), ensuring seamless integration between front-end and back-end systems, with a focus on performance, scalability, and security.	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3 6 yrs. and more = 4		0.75	Feature Scores Assigned X Feature Weight
2.5.3	At least 3 years of experience working with cloud platforms (e.g., AWS, Azure, Google Cloud), and using containerization technologies such as Docker and container orchestration tools like Kubernetes to deploy and scale full-stack applications.	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3 6 yrs. and more = 4		0.75	Feature Scores Assigned X Feature Weight

2.5.4	At least a university degree in Computer Science, Software Engineering, or a related field, along with relevant certifications (certifications will be considered relevant if they are in full-stack development, cloud platforms, containerization, or software architecture, demonstrating comprehensive knowledge of both front-end and back-end technologies).	Bachelor's Degree = 1 Bachelor's Degree + Relevant Certification = 2 Master's Degree or above = 3 Master's Degree or above + Relevant Certification = 4		0.75	Feature Scores Assigned X Feature Weight
TOTAL					

Table B1 2.6					
No	Sub Category	Score Criteria from	Feature Scores Assigned	Feature Weight	Total
2.6	Technical Writer				
2.6.1	At least 5 years of experience in creating and maintaining technical documentation, including user manuals, system specifications, API documentation, and product guides for complex software applications.	5 yrs. = 1 6 yrs. = 2 7 yrs. = 3 8 yrs. and more = 4		1.00	Feature Scores Assigned X Feature Weight
2.6.2	At least 3 years of experience working closely with cross-functional teams (e.g., developers, product managers, and QA engineers) to gather information and ensure the accuracy and clarity of technical content.	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3 6 yrs. and more = 4		0.75	Feature Scores Assigned X Feature Weight
2.6.3	At least 3 years of experience in creating and maintaining documentation workflows, including version control, document templates, and collaborative review processes, to ensure efficiency and consistency in documentation production.	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3 6 yrs. and more = 4		0.75	Feature Scores Assigned X Feature Weight
2.6.4	At least a university degree in Communications, Computer Science, Software Engineering, Linguistics, or a related field, along with relevant certifications (certifications will be considered relevant if they are in technical writing, documentation standards, or content management systems, demonstrating expertise in producing clear, concise, and effective technical documentation).	Bachelor's Degree = 1 Bachelor's Degree + Relevant Certification = 2 Master's Degree or above = 3 Master's Degree or above + Relevant Certification = 4		0.75	Feature Scores Assigned X Feature Weight
TOTAL					

Table B1 2.7					
No	Sub Category	Score Criteria from	Feature Scores Assigned	Feature Weight	Total
2.7	Penitentiary System Expert				
2.7.1	At least 3 years of work experience in policy-making roles related to the penitentiary system sector of the	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3		1.75	Feature Scores Assigned X

	Republic of Armenia or in decision-making roles within the Penitentiary System under the Ministry of Justice of the Republic of Armenia.	6 yrs. and more = 4			Feature Weight
2.7.2	At least a university degree in Law, Social Sciences, Psychology, or a related field, along with relevant certifications (certifications will be considered relevant if they result from the completion of specialized training courses in areas such as Penitentiary Systems, Re-socialization of Inmates, Human Rights Law, Criminal Justice Policy, or similar fields, demonstrating expertise in managing and reforming penitentiary systems).	Bachelor's Degree = 1 Bachelor's Degree + Relevant Certification = 2 Master's Degree or above = 3 Master's Degree or above + Relevant Certification = 4		1.50	Feature Scores Assigned X Feature Weight
TOTAL					

- (b) The total technical points assigned to each Proposal in the Evaluated Proposal Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the Proposal in accordance with the PDS and the scoring methodology below:

Technical proposal scoring methodology

- (a) During the evaluation process, the evaluation committee will assign each feature a whole number score from 0 to 4, where 0 means that the feature is absent, and 1 to 4 either represent predefined values for desirable features amenable to an objective way of rating (as is the case for, e.g., extra memory, or extra mass storage capacity, etc., if these extras would be conducive for the utility of the system), or if the feature represents a desirable functionality (e.g., of a software package) or a quality improving the prospects for a successful implementation (such as the strengths of the proposed project staff, the methodology, the elaboration of the project plan, etc., in the proposal), the scoring will be 1 for the feature being present but showing deficiencies; 2 for meeting the requirements; 3 for marginally exceeding the requirements; and 4 for significantly exceeding the requirements.
- (b) The score for each feature (i) within a category (j) will be combined with the scores of features in the same category as a weighted sum to form the Category Technical Score using the following formula:

$$S_j \equiv \sum_{i=1}^k t_{ji} * w_{ji}$$

where:

t_{ji} = the technical score for feature “i” in category “j”

w_{ji} = the weight of feature “i” in category “j”

k = the number of scored features in category “j”

and $\sum_{i=1}^k w_{ji} = 1$

- (c) The Category Technical Scores will be combined in a weighted sum to form the total Technical Proposal Score using the following formula:

$$T \equiv \sum_{j=1}^n S_j * W_j$$

where:

S_j = the Category Technical Score of category “j”

W_j = the weight of category “j” as specified in the PDS

n = the number of categories

and $\sum_{j=1}^n W_j = 1$

In addition to the above Evaluation Factors/Parameters specified under sub-point (a) of 2.2 - Technical Evaluation, the evaluation will be conducted on a pass/fail basis for the following factors of the Proposals. A pass indicates that the proposal meets the specified criteria, while a fail indicates that it does not meet the criteria.

- (i) quality of the Proposer’s Preliminary Project Plan as evidenced by the thoroughness, reasonableness, and responsiveness of: (a) the task and resource schedules, both general and specific, and (b) the proposed arrangements for management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified by the Purchaser or proposed by the Proposer based on the Proposer’s experience.

3. Technical alternatives

If invited in accordance with ITP 13.4, will be evaluated as follows: ***none***

4. Financial Evaluation

The following factors and methods will apply:

(a) Time Schedule:

The number of weeks, from the effective date specified in Article 3 of the Contract Agreement, to achieve Operational Acceptance must be no more than: 104 ***weeks, as per the Implementation Schedule.***

A Proposal offering to achieve Operational Acceptance earlier than the maximum number of weeks ***shall not*** be given credit for proposal evaluation purposes.

(b) Recurrent Costs

none

(c) Specific additional criteria

The relevant evaluation method, if any, shall be as follows:

Not Applicable

5. Combined Evaluation

The Purchaser will evaluate and compare the Proposals that have been determined to be substantially responsive.

An Evaluated Proposal Score (B) will be calculated for each responsive Proposal using the following formula, which permits a comprehensive assessment of the evaluated cost and the technical merits of each Proposal:

$$B \equiv \frac{C_{low}}{C} * X * 100 + \frac{T}{T_{high}} * (1 - X) * 100$$

where

C = Evaluated Proposal Price

C_{low} = the lowest of all Evaluated Proposal Prices among responsive Proposals

T = the total Technical Score awarded to the Proposal

T_{high} = the Technical Score achieved by the Proposal that was scored best among all responsive Proposals

X = weight for the Cost as specified in the PDS (60%)

The Proposal with the best evaluated Proposal Score (B) among responsive Proposals shall be the Most Advantageous Proposal provided the Proposer was prequalified and/or it was found to be qualified to perform the Contract

ANNEX 1 to Point 1.1, “Qualification Requirements”, under Section III**Qualification Requirements table**

Factor	1.1 ELIGIBILITY					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
1.1.1 Nationality	Nationality in accordance with ITP 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –1.1.1 and 1.1.2, with attachments
1.1.2 Conflict of Interest	No- conflicts of interests as described in ITP 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Proposal
1.1.3 Bank Ineligibility	Not having been declared ineligible by the Bank as described in ITP 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Proposal
1.1.4 State owned Entity of the Borrower country	Compliance with conditions of ITP 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –1.1.1 and 1.1.2, with attachments

Factor	1.1 ELIGIBILITY					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
1.1.5 United Nations resolution or Borrower’s country law	Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Proposer’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITP 4.8	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Proposal

Factor	1.2 HISTORICAL CONTRACT NON-PERFORMANCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
1.2.1 History of non-performing contracts	Non-performance of a contract ¹ did not occur as a result of Proposer’s default since 1 st January 2018.	Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement ²	N / A	Form CON - 2
1.2.2 Suspension	Not under suspension based on execution of a Proposal Securing Declaration or Proposal Securing Declaration pursuant to ITP 4.7 and ITP 20.10	Must meet requirement	N / A	Must meet requirement	N / A	Letter of Proposal

¹ Nonperformance, as decided by the Purchaser, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Purchaser decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.

² This requirement also applies to contracts executed by the Applicant as JV member.

1.2.3 Pending Litigation	Proposer's financial position and prospective long term profitability still sound according to criteria established in 1.3.1 below and assuming that all pending litigation will be resolved against the Proposer.	Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement	N / A	Form CON – 2
1.2.4 Litigation History	No consistent history of court/arbitral award decisions against the Proposer ³ since 1 st January 2018.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
1.2.5 Bank's SEA and/or SH Disqualification ⁴	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Proposer)	N/A	Must meet requirement (including each subcontractor proposed by the Proposer)	N/A	Letter of Proposal, Form CON-3

³ The Proposer shall provide accurate information on the related Letter of Proposal about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Proposer or any member of a joint venture may result in failure of the Proposal.

Factor	1.3 FINANCIAL SITUATION					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
1.3.1 Historical Financial Performance	Submission of audited balance sheets/ independent financial auditor’s reports or other financial statements/tax reports (e.g. profit/income calculation forms issued to State Revenue committee) acceptable to the Purchaser, for the last three (3) (i.e. 2022, 2023, and 2024) years.	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN – 1.3.1 with attachments
1.3.2 Average Annual Turnover	Minimum average annual turnover of EURO 1,500,000, in any 2 out of the last three (3) (i.e. 2022, 2023, and 2024) years.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –1.3.2

Factor	1.3 FINANCIAL SITUATION					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
	All members combined		Each member	At least one member		
1.3.3 Financial Resources	<p>The Proposer MUST demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the following cash-flow requirement: EURO 200,000</p> <p>To prove access to sufficient financial resources the Proposer is required to provide evidence. This could include, for instance, e.g. (i) confirmation of lines of credit or the availability of financial instruments issued by a Bank, or (ii) Bank statements or financial institution verification affirming the availability of liquid assets.</p>	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –1.3.3

Factor	1.4 EXPERIENCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
1.4.1 General Experience	Experience under Software Development contracts in the role of prime supplier, management contractor, JV member, or subcontractor, totaling at least 5 years (whether continuous or cumulative) within the past 10 (ten) years (2014-2024).	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP-1.4.1
1.4.2 Specific Experience	The Proposer MUST have participated in at least three separate contracts within the past 5 (five) years (2020-2024) as a prime supplier, management contractor, JV member, or subcontractor. Each contract must have been either successfully completed or substantially completed (as defined below) and must be of a similar nature to the proposed Information System in terms of complexity, methods, and technology. (In this context, substantially completed means that the main objectives or substantial portions of the services/works outlined in the contract have been achieved or	Must meet requirement	Must meet requirements	N / A	Must meet the following requirement: <i>MUST have participated in at least two separate contracts within the past 5 (five) years (2020-2024) as a prime supplier, management contractor, JV member, or subcontractor. Each contract must have been</i>	Form EXP 1.4.2

Factor	1.4 EXPERIENCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
	All members combined		Each member	At least one member		
	<p>fulfilled. While minor details or tasks may still be outstanding, the overall scope of the contract has been accomplished to a significant extent.)</p> <p>The presented contract(s) must be supported by:</p> <p>(a) a brief project description,</p> <p>(b) a list of technologies used,</p> <p>(c) the scope and scale of the project, and</p> <p>(d) a reference from the client/purchaser to verify project details, such as a reference letter or equivalent documentation.</p> <p>The Proposer MUST provide a copy of the successfully or substantially completed similar contract(s) and demonstrate their completion status. This shall be documented by an Operational Acceptance Certificate or any equivalent documentation satisfactory to the Purchaser, issued by the purchaser(s).</p>				<i>either successfully completed or substantially completed (as defined below) and must be of a similar nature to the proposed Information System in terms of complexity, methods, and technology.</i>	

SECTION IV - PROPOSAL FORMS

Table of Forms

Letter of Proposal- Technical Part.....	75
FORM ELI 1.1.1- PROPOSER INFORMATION FORM	78
FORM ELI 1.1.2- PROPOSER’S JV MEMBERS INFORMATION FORM.....	80
FORM CON – 2- HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY	82
FORM CON – 3	84
SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT PERFORMANCE DECLARATION	84
FORM EXP 1.4.1- GENERAL EXPERIENCE	85
FORM EXP 1.4.2- SPECIFIC EXPERIENCE	87
FORM EXP 1.4.2 (CONT.)- SPECIFIC EXPERIENCE (CONT.)	88
FORM CCC- SUMMARY SHEET: CURRENT CONTRACT COMMITMENTS / WORK IN PROGRESS	89
FORM FIN 1.3.1- FINANCIAL SITUATION: HISTORICAL FINANCIAL PERFORMANCE.....	90
FORM FIN 1.3.2- AVERAGE ANNUAL TURNOVER	92
FORM FIN 1.3.3- FINANCIAL RESOURCES.....	93
PERSONNEL CAPABILITIES- KEY PERSONNEL	94
CODE OF CONDUCT FOR SUPPLIER’S PERSONNEL FORM	98
TECHNICAL CAPABILITIES.....	102
MANUFACTURER’S AUTHORIZATION	103
SUBCONTRACTOR’S AGREEMENT.....	104
INTELLECTUAL PROPERTY FORMS.....	106
CONFORMANCE OF INFORMATION SYSTEM MATERIALS	109
FORM OF PROPOSAL SECURITY (BANK GUARANTEE)	113
FORM OF PROPOSAL SECURITY (PROPOSAL BOND)	Error! Bookmark not defined.
FORM OF PROPOSAL-SECURING DECLARATION	Error! Bookmark not defined.
PRICE SCHEDULE FORMS.....	118

Letter of Proposal- Technical Part

INSTRUCTIONS TO PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Proposer must prepare this Letter of Proposal on stationery with its letterhead clearly showing the Proposer's complete name and business address.

Note: All italicized text is to help Proposers in preparing this form.

Date of this Proposal submission: *[insert date (as day, month and year) of Proposal submission]*

RFP No.: *[insert number of RFP process]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative, otherwise state "not applicable"]*

We, the undersigned, declare that:

To: *[insert complete name of Purchaser]*

- (a) **No reservations:** We have examined and have no reservations to the request for proposals document, including Addenda issued in accordance with Instructions to Proposers (ITP 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITP 4;
- (c) **Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Proposal-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITP 4.7;
- (d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (v) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor].*

We, including any of our subcontractors:

- (i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]

- (e) **Conformity:** We offer to provide design, supply and installation services in conformity with the request for proposals document of the following: *[insert a brief description of the IS Design, Supply and Installation Services]*;
- (f) **Proposal Validity:** Our Proposal shall be valid until *[insert day, month and year in accordance with ITP 19.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) **Performance Security:** If our Proposal is accepted, we commit to obtain a Performance Security in accordance with the request for proposals document;
- (h) **One Proposal Per Proposer:** We are not submitting any other Proposal(s) as an individual Proposer, and we are not participating in any other Proposal(s) as a Joint Venture member, and meet the requirements of ITP 4.3, other than alternative Proposals submitted in accordance with ITP 13;
- (i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (j) **State-owned enterprise or institution:** *[select the appropriate option and delete the other: We are not a state-owned enterprise or institution / We are a state-owned enterprise or institution but meet the requirements of ITP 4.6]*;
- (k) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the procurement process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

[If none has been paid or is to be paid, indicate "none."]

- (l) **Binding Contract:** We understand that this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

- (m) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Proposal, the Most Advantageous Proposal or any other Proposal that you may receive; and
- (n) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Proposer: **[insert complete name of the Proposer]*

Name of the person duly authorized to sign the Proposal on behalf of the Proposer: ***[insert complete name of person duly authorized to sign the Proposal]*

Title of the person signing the Proposal: *[insert complete title of the person signing the Proposal]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert number]* day of *[insert month]*, *[insert year]*

*: In the case of the Proposal submitted by joint venture specify the name of the Joint Venture as Proposer

**: Person signing the Proposal shall have the power of attorney given by the Proposer to be attached with the Proposal

FORM ELI 1.1.1- PROPOSER INFORMATION FORM

[Note: The Proposer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert **date** (as day, month and year) of Proposal submission]*

RFP No.: *[insert **number of Request for Proposals process**]*

Alternative No.: *[insert **identification No** if this is a Proposal for an alternative]
otherwise state “not applicable”*

Page _____ of _____ pages

1. Proposer's Name <i>[insert Proposer's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Proposer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Proposer's year of registration: <i>[insert Proposer's year of registration]</i>
5. Proposer's Address in country of registration: <i>[insert Proposer's legal address in country of registration]</i>
6. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITP 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITP 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITP 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy

- Operation under commercial law
 - Establishing that the Proposer is not under the supervision of the Purchaser
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[The successful Proposer shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

FORM ELI 1.1.2- PROPOSER’S JV MEMBERS INFORMATION FORM

[The Proposer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Proposer and for each member of a Joint Venture].

Date: *[insert **date** (as day, month and year) of Proposal submission]*

RFP No.: *[insert **number of Request for Proposals process**]*

Alternative No.: *[insert **identification No** if this is a Proposal for an alternative, otherwise state “not applicable”]*

Page _____ of _____ pages

1. Proposer’s Name: <i>[insert Proposer’s legal name]</i>
2. Proposer’s JV Member’s name: <i>[insert JV’s Member legal name]</i>
3. Proposer’s JV Member’s country of registration: <i>[insert JV’s Member country of registration]</i>
4. Proposer’s JV Member’s year of registration: <i>[insert JV’s Member year of registration]</i>
5. Proposer’s JV Member’s legal address in country of registration: <i>[insert JV’s Member legal address in country of registration]</i>
6. Proposer’s JV Member’s authorized representative information Name: <i>[insert name of JV’s Member authorized representative]</i> Address: <i>[insert address of JV’s Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV’s Member authorized representative]</i> Email Address: <i>[insert email address of JV’s Member authorized representative]</i>

7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*
- ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITP 4.4.
 - ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Purchaser in accordance with ITP 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[The successful Proposer shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]*

FORM CON – 2- HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY

In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating

Proposer's Legal Name: *[insert Proposer's Legal Name]*

Date: _____ *[insert date]*

JV member Legal Name: *[insert JV Member Legal Name]*

RFP No.: *[insert RFP number]*

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January 2018 specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 1.2.1. <input type="checkbox"/> Contract(s) not performed since 1 st January 2018 specified in Section III, Evaluation and Qualification Criteria, requirement 1.2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Sub-Factor 1.2.3. <input type="checkbox"/> Pending litigation in accordance with Sub-Factor 1.2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[specify year]</i>	<i>[specify amount and currency]</i>	Contract Identification: <i>[insert Contract ID]</i> Name of Employer: <i>[insert Name of Employer]</i> Address of Employer: <i>[insert Address of Employer]</i> Matter in dispute: <i>[describe Matter of dispute]</i> Party who initiated the dispute: <i>[specify Initiator of dispute]</i> Status of dispute: <i>[specify Status of dispute]</i>	<i>[specify total contract amount and currency, USD equivalent and exchange rate]</i>
<i>[specify year]</i>	<i>[specify amount and currency]</i>	Contract Identification: <i>[insert Contract ID]</i> Name of Employer: <i>[insert Name of Employer]</i> Address of Employer: <i>[insert Address of Employer]</i> Matter in dispute: <i>[describe Matter of dispute]</i> Party who initiated the dispute: <i>[specify Initiator of dispute]</i> Status of dispute: <i>[specify Status of dispute]</i>	<i>[specify total contract amount and currency, USD equivalent and exchange rate]</i>
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Sub-Factor 1.2.4. <input type="checkbox"/> Litigation History in accordance with Sub-Factor 1.2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[specify year]</i>	<i>[specify percentage of net worth]</i>	Contract Identification: <i>[insert Contract ID]</i> Name of Employer: <i>[insert Name of Employer]</i> Address of Employer: <i>[insert Address of Employer]</i>	<i>[specify total contract amount and currency, USD equivalent and exchange rate]</i>

FORM CON – 3

SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT PERFORMANCE DECLARATION

[The following table shall be filled in by the Proposer, each member of a Joint Venture and each subcontractor proposed by the Proposer]

Proposer's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration in accordance with Section III, Qualification Criteria, and Requirements
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>

FORM EXP 1.4.1- GENERAL EXPERIENCE

Proposer's Legal Name: *[insert Proposer's Legal Name]*

Date: *[insert Date]*

JV Member Legal Name: *[insert JV Member Legal Name]*

RFP No.: *[insert RFP number]*

Page _____ of _____ pages

Starting Month / Year	Ending Month / Year	Contract Identification	Role of Proposer
<i>[insert month / year]</i>	<i>[insert month / year]</i>	Contract name: <i>[insert Name of Contract]</i> Brief Description of the Information System performed by the Proposer: <i>[describe Information System]</i> Name of Purchaser: <i>[insert Name of Purchaser]</i> Address: <i>[insert Address of Purchaser]</i>	<i>[describe role of Proposer under the contract]</i> [insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]
<i>[insert month / year]</i>	<i>[insert month / year]</i>	Contract name: <i>[insert Name of Contract]</i> Brief Description of the Information System performed by the Proposer: <i>[describe Information System]</i> Name of Purchaser: <i>[insert Name of Purchaser]</i> Address: <i>[insert Address of Purchaser]</i>	<i>[describe role of Proposer under the contract]</i> [insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]

Starting Month / Year	Ending Month / Year	Contract Identification	Role of Proposer
<i>[insert month / year]</i>	<i>[insert month / year]</i>	Contract name: <i>[insert Name of Contract]</i> Brief Description of the Information System performed by the Proposer: <i>[describe Information System]</i> Name of Purchaser: <i>[insert Name of Purchaser]</i> Address: <i>[insert Address of Purchaser]</i>	<i>[describe role of Proposer under the contract]</i> [insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]
<i>[insert month / year]</i>	<i>[insert month / year]</i>	Contract name: <i>[insert Name of Contract]</i> Brief Description of the Information System performed by the Proposer: <i>[describe Information System]</i> Name of Purchaser: <i>[insert Name of Purchaser]</i> Address: <i>[insert Address of Purchaser]</i>	<i>[describe role of Proposer under the contract]</i> [insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

FORM EXP 1.4.2- SPECIFIC EXPERIENCE

Proposer's Legal Name: *[insert Proposer's Legal Name]*

Date: *[insert Date]*

JV Member Legal Name: *[insert JV Member Legal Name]*

RFP No.: *[insert RFP number]*

Page _____ of _____ pages

Similar Contract Number: ____ of ____ required.	Information		
Contract Identification	<i>[insert Contract ID]</i>		
Award date	<i>[insert Date of Award]</i>		
Completion date	<i>[insert Date of Completion]</i>		
Role in Contract	<input type="checkbox"/> Prime Supplier	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount			
If member in a JV or subcontractor, specify participation of total contract amount			
Purchaser's Name:	_____		
Address:	_____		
Telephone/fax number:	_____		
E-mail:	_____		

FORM EXP 1.4.2 (CONT.)- SPECIFIC EXPERIENCE (CONT.)

Proposer's Legal Name: *[insert Proposer's Legal Name]*

Date: *[insert Date]*

JV Member Legal Name: *[insert JV Member Legal Name]*

RFP No.: *[insert RFP number]*

Page _____ of _____ pages

Similar Contract No. <i>[insert specific number]</i> of <i>[insert total number of contracts]</i> required	Information
Description of the similarity in accordance with Sub-Factor 1.4.2 of Section III:	
Amount	<i>[insert contract amount and currency and USD equivalent and exchange rate]</i>
Geographical Scope	<i>[describe geographic scope of the users of the information system]</i>
Functional Scope	<i>[describe the functionalities provided by the information system]</i>
Methods/Technology	<i>[describe methodologies and technologies used to implement the information system]</i>
Key Activities	<i>[describe the key activities of the Proposer under the contract]</i>

FORM CCC- SUMMARY SHEET: CURRENT CONTRACT COMMITMENTS / WORK IN PROGRESS

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

Proposer's Legal Name: *[insert **Proposer's Legal Name**]*

Date: *[insert **Date**]*

JV Member Legal Name: *[insert **JV Member Legal Name**]*

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

Page _____ of _____ pages

Name of contract	Purchaser, contact address/tel./fax	Value of outstanding Information System (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US\$ equivalent/month)
1. <i>[insert Name of Contract]</i>	<i>[insert Name of Purchaser, contact address, telephone / fax number]</i>	<i>[insert Total Outstanding Contract Value of the information system in USD equivalent and exchange rate]</i>	<i>[insert Estimated completion date]</i>	<i>[insert Average monthly invoices in USD equivalent and exchange rate]</i>
2. <i>[insert Name of Contract]</i>	<i>[insert Name of Purchaser, contact address, telephone / fax number]</i>	<i>[insert Total Outstanding Contract Value of the information system in USD equivalent and exchange rate]</i>	<i>[insert Estimated completion date]</i>	<i>[insert Average monthly invoices in USD equivalent and exchange rate]</i>
3. <i>[insert Name of Contract]</i>	<i>[insert Name of Purchaser, contact address, telephone / fax number]</i>	<i>[insert Total Outstanding Contract Value of the information system in USD equivalent and exchange rate]</i>	<i>[insert Estimated completion date]</i>	<i>[insert Average monthly invoices in USD equivalent and exchange rate]</i>
...				

FORM FIN 1.3.1- FINANCIAL SITUATION: HISTORICAL FINANCIAL PERFORMANCE

To be completed by the Proposer and, if JV, by each member

Proposer's Legal Name: *[insert Proposer's Legal Name]*

Date: *[insert Date]*

JV Member Legal Name: *[insert JV Member Legal Name]*

RFP No.: *[insert RFP number]*

Page _____ of _____ pages

Financial information in US\$ equivalent	Historic information for previous <i>[insert number]</i> years (US\$ equivalent in 000s)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- (a) Must reflect the financial situation of the Proposer or member to a JV, and not sister or parent companies
- (b) Historic financial statements must be audited by a certified accountant
- (c) Historic financial statements must be complete, including all notes to the financial statements

- (d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

FORM FIN 1.3.2- AVERAGE ANNUAL TURNOVER

[To be completed by the Proposer and, if JV, by each member]

Proposer's Legal Name: *[insert Proposer's Legal Name]*

Date: *[insert Date]*

JV Member Legal Name: *[insert JV Member Legal Name]*

RFP No.: *[insert RFP number]*

Page _____ of _____ pages

Annual turnover data (applicable activities only)		
Year	Amount and Currency	US\$ equivalent
<i>[insert year]</i>	<i>[insert amount and currency]</i>	<i>[insert amount in USD equivalent and exchange rate]</i>
<i>[insert year]</i>	<i>[insert amount and currency]</i>	<i>[insert amount in USD equivalent and exchange rate]</i>
<i>[insert year]</i>	<i>[insert amount and currency]</i>	<i>[insert amount in USD equivalent and exchange rate]</i>
<i>[insert year]</i>	<i>[insert amount and currency]</i>	<i>[insert amount in USD equivalent and exchange rate]</i>
<i>[insert year]</i>	<i>[insert amount and currency]</i>	<i>[insert amount in USD equivalent and exchange rate]</i>
<i>[insert year]</i>	<i>[insert amount and currency]</i>	<i>[insert amount in USD equivalent and exchange rate]</i>
*Average Annual Turnover	<i>[insert amount and currency]</i>	<i>[insert amount in USD equivalent and exchange rate]</i>

*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 1.3.2.

FORM FIN 1.3.3- FINANCIAL RESOURCES

To be completed by the Proposer and, if JV, by each member

Proposer's Legal Name: *[insert Proposer's Legal Name]*

Date: *[insert Date]*

JV Member Legal Name: *[insert JV Member Legal Name]*

RFP No.: *[insert RFP number]*

Page _____ of _____ pages

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria

Source of financing	Amount (US\$ equivalent)
1. <i>[describe type and source of available financing]</i>	<i>[insert amount of available financing in USD equivalent and exchange rate]</i>
2. <i>[describe type and source of available financing]</i>	<i>[insert amount of available financing in USD equivalent and exchange rate]</i>
3. <i>[describe type and source of available financing]</i>	<i>[insert amount of available financing in USD equivalent and exchange rate]</i>
4. <i>[describe type and source of available financing]</i>	<i>[insert amount of available financing in USD equivalent and exchange rate]</i>

PERSONNEL CAPABILITIES- KEY PERSONNEL

To be completed by the Proposer and, if JV, by each member

Proposer's Legal Name: *[insert Proposer's Legal Name]*

Date: *[insert Date]*

JV Member Legal Name: *[insert JV Member Legal Name]*

RFP No.: *[insert RFP number]*

Page _____ of _____ pages

Proposers should provide the names and details of the suitably qualified Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Key Personnel

1.	Title of position: <i>Team Lead</i>	
	Name of candidate: <i>[insert Name of Candidate]</i>	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: Senior Business Process Analyst	
	Name of candidate: <i>[insert Name of Candidate]</i>	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

3.	Title of position: Systems Architect	
	Name of candidate: <i>[insert Name of Candidate]</i>	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: Database Administrator	
	Name of candidate: <i>[insert Name of Candidate]</i>	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: Lead Full Stack Developer	
	Name of candidate: <i>[insert Name of Candidate]</i>	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
6.	Title of position: Technical Writer	
	Name of candidate: <i>[insert Name of Candidate]</i>	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>

	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
7.	Title of position: Penitentiary System Expert	
	Name of candidate: <i>[insert Name of Candidate]</i>	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

Candidate Summary

To be completed by the Proposer and, if JV, by each member

Proposer's Legal Name: *[insert Proposer's Legal Name]*

Date: *[insert Date]*

JV Member Legal Name: *[insert JV Member Legal Name]*

RFP No.: *[insert RFP number]*

Page _____ of _____ pages

Position; <i>[insert Title of Position]</i>		Prime <input type="checkbox"/> Alternate
Candidate information	Name of candidate <i>[insert Name Candidate]</i>	Date of birth <i>[insert Date of Birth]</i>
Professional qualifications <i>[describe Professional qualifications]</i>		
Present employment	Name of Employer <i>[insert Name of Present Employer]</i>	
Address of Employer <i>[insert Address of Present Employer]</i>		
Telephone <i>[insert Telephone of Contact]</i>		Contact (manager / personnel officer) <i>[insert Name]</i>
Fax <i>[insert fax of Contact]</i>		email <i>[insert email of Contact]</i>
Job title of candidate <i>[insert Job Title Candidate]</i>		Years with present Employer <i>[insert Number of years]</i>

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

From	To	Company/Project/ Position/Relevant technical and management experience
<i>[insert year]</i>	<i>[insert year]</i>	<i>[describe experience relevant to the proposed Contract under the RFP]</i>
<i>[insert year]</i>	<i>[insert year]</i>	<i>[describe experience relevant to the proposed Contract under the RFP]</i>
<i>[insert year]</i>	<i>[insert year]</i>	<i>[describe experience relevant to the proposed Contract under the RFP]</i>
<i>[insert year]</i>	<i>[insert year]</i>	<i>[describe experience relevant to the proposed Contract under the RFP]</i>

CODE OF CONDUCT FOR SUPPLIER’S PERSONNEL FORM

Note to the Purchaser:

The following minimum requirements shall not be modified. The Purchaser may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

Delete this Box prior to issuance of the Request for Proposals document.

Note to the Proposer:

The minimum content of the Code of Conduct form as set out by the Purchaser shall not be substantially modified. However, the Proposer may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Proposer shall initial and submit the Code of Conduct form as part of its proposal.

CODE OF CONDUCT FOR SUPPLIER’S PERSONNEL

We are the Supplier, [enter name of Supplier]. We have signed a contract with [enter name of Purchaser] for [enter description of the Information System]. The Information System will be supplied to and installed at [enter the Project Site/s]. Our contract requires us to implement measures to address environmental and social risks.

This Code of Conduct identifies the behavior that we require from Supplier’s Personnel employed in the execution of the Contract at the Project Site/s.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Supplier’s Personnel employed in the execution of the Contract at the Project Site/s shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Supplier’s Personnel and any other person;
3. maintain a safe working environment including by:

- a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
 5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
 6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier's or Purchaser's Personnel;
 7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
 8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
 9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
 10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse, and Sexual Harassment (SH);
 11. report violations of this Code of Conduct; and
 12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Purchaser, or who makes use of the grievance mechanism for Supplier's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Supplier's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Supplier to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or

2. Call [] to reach the Supplier's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by the Supplier's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR SUPPLIER'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Supplier's contact person(s) with relevant experience*] requesting an explanation.

Name of Supplier's Personnel: [*insert name*]

Signature: _____

Date: (day month year): [*insert date*]

Countersignature of authorized representative of the Supplier:

Signature: _____

Date: (day month year): [*insert date*]

ATTACHMENT 1: Behaviors constituting SEA and behaviors constituting SH

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

(1) Examples of sexual exploitation and abuse include, but are not limited to:

- A Supplier's Personnel tells a member of the community that he/she can get them jobs related to the project site in exchange for sex.
- A Supplier's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Supplier's Personnel denies a person access to the Project Site/s unless he/she performs a sexual favor.
- A Supplier's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) Examples of sexual harassment in a work context

- A Supplier's Personnel comment on the appearance of another Supplier's Personnel (either positive or negative) and sexual desirability.
- When a Supplier's Personnel complains about comments made by another Supplier's Personnel on his/her appearance, the other Supplier's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Supplier's Personnel or Purchaser's Personnel by another Supplier's Personnel.
- A Supplier's Personnel tells another Supplier's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

TECHNICAL CAPABILITIES

[Note: To be completed by the Proposer and, if JV, by each member]

Proposer's Legal Name: *[insert **Proposer's Legal Name**]*

Date: *[insert **Date**]*

JV Member Legal Name: *[insert **JV Member Legal Name**]*

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

Page _____ of _____ pages

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

MANUFACTURER’S AUTHORIZATION

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

Invitation for Proposals Title and No.: *[Purchaser insert: **RFP Title and Number**]*

To: *[Purchaser insert: **Purchaser’s Officer to receive the Manufacture’s Authorization**]*

WHEREAS *[insert: **Name of Manufacturer**]* who are official producers of *[insert: **items of supply by Manufacturer**]* and having production facilities at *[insert: **address of Manufacturer**]* do hereby authorize *[insert: **name of Proposer or Joint Venture**]* located at *[insert: **address of Proposer or Joint Venture**]* (hereinafter, the “Proposer”) to submit a proposal and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

We hereby confirm that, in case the request for proposals process results in a Contract between you and the Proposer, the above-listed products will come with our full standard warranty.

Name *[insert: **Name of Officer**]* in the capacity of *[insert: **Title of Officer**]*

Signed _____

Duly authorized to sign the authorization for and on behalf of: *[insert: **Name of Manufacturer**]*

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

[add Corporate Seal (where appropriate)]

SUBCONTRACTOR'S AGREEMENT

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

Invitation for Proposals Title and No.: *[Purchaser insert: **RFP Title and Number**]*

To: *[Purchaser insert: **Purchaser's Officer to receive the Subcontractor's Agreement**]*

WHEREAS *[insert: **Name of Subcontractor**]*, having head offices at *[insert: **address of Subcontractor**]*, have been informed by *[insert: **name of Proposer or Joint Venture**]* located at *[insert: **address of Proposer or Joint Venture**]* (hereinafter, the "Proposer") that it will submit a proposal in which *[insert: **Name of Subcontractor**]* will provide *[insert: **items of supply or services provided by the Subcontractor**]*. We hereby commit to provide the above named items, in the instance that the Proposal is awarded the Contract.

Name *[insert: **Name of Officer**]* in the capacity of *[insert: **Title of Officer**]*

Signed _____

Duly authorized to sign the authorization for and on behalf of: *[insert: **Name of Subcontractor**]*

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

[add Corporate Seal (where appropriate)]

INTELLECTUAL PROPERTY FORMS

Notes to Proposers on working with the Intellectual Property Forms

In accordance with ITP 11.1(j), Proposers must submit, as part of their proposals, lists of all the Software included in the proposal assigned to one of the following categories: (a) System, General-Purpose, or Application Software; (b) Standard or Custom Software; (c) Proprietary or Open Source. Proposers must also submit a list of all Custom Materials. These categorizations are needed to support the Intellectual Property in the GCC and SCC. The Proposer must also include the text of the software licenses for the software titles proposed.

Software List

	(select one per title)			(select one per title)		(select one per title)	
Title	System	General-Purpose	Application	Standard	Custom	Proprietary	Open Source
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							

Attachments: Proposed Software Licenses

List of Custom Materials

Custom Materials
<i>[insert Title and description]</i>
<i>[insert Title and description]</i>
<i>[insert Title and description]</i>
<i>[insert Title and description]</i>
<i>[insert Title and description]</i>

CONFORMANCE OF INFORMATION SYSTEM MATERIALS

Format of the Technical Proposal

In accordance with ITP 16.2, the documentary evidence of conformity of the Information System to the request for proposals documents includes (but is not restricted to):

- (a). The Proposer's Preliminary Project Plan, including, but not restricted, to the topics specified in the PDS ITP 16.2. The Preliminary Project Plan should also state the Proposer's assessment of the major responsibilities of the Purchaser and any other involved third parties in System supply and installation, as well as the Proposer's proposed means for coordinating activities by each of the involved parties to avoid delays or interference.
- (b). A written confirmation by the Proposer that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Technical Requirements.
- (c). Item-by-Item Commentary on the Technical Requirements demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Technical Requirements.

In demonstrating the responsiveness of its proposal, the Proposer must use the Technical Responsiveness Checklist (Format). Failure to do so increases significantly the risk that the Proposer's Technical Proposal will be declared technically non-responsive. Among other things, the checklist should contain explicit cross-references to the relevant pages in supporting materials included the Proposer's Technical Proposal.

- (d). As a Part of the technical bid the Bidder MUST present a detailed description of the Bidder's proposed technical solution conforming in all material aspects with the Technical Requirements (Section VII) and other parts of these Bidding Documents, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed Information System.

Note: The Technical Requirements are voiced as requirements of the *Supplier* and/or the *System*. The Proposer's response must provide clear evidence for the evaluation team to assess the credibility of the response. A response of "yes" or "will do" is unlikely to convey the credibility of the response. The Proposer should indicate *that* – and to the greatest extent practical – *how* the Proposer would comply with the requirements if awarded the contract. Whenever the technical requirements relate to feature(s) of existing products (e.g., hardware or software), the features should be described and the relevant product literature referenced. When the technical requirements relate to professional services (e.g., analysis, configuration, integration, training, etc.) some effort should be expended to describe how they would be rendered – not just a commitment to perform the [cut-and-paste] requirement. Whenever a technical

requirement is for the Supplier to provide certifications (e.g., ISO 9001), copies of these certifications must be included in the Technical Proposal.

Note: As required in PDS 11.2 (j), include method statement, management strategies and implementation plans and innovations, to manage cyber security risks.

Note: The Manufacturer's Authorizations (and any Subcontractor Agreements) are to be included in Attachment 2 (Proposer Qualifications), in accordance with and ITP 15.

Note: As a matter of practice, the contract cannot be awarded to a Proposer whose Technical Proposal deviates (materially) from the Technical Requirements – *on any Technical Requirement*. Such deviations include omissions (e.g., non-responses) and responses that do not meet or exceed the requirement. Extreme care must be exercised in the preparation and presentation of the responses to all the Technical Requirements.

(d). Supporting materials to underpin the Item-by-item Commentary on the Technical Requirements (e.g., product literature, white-papers, narrative descriptions of technical approaches to be employed, etc.). In the interest of timely proposal evaluation and contract award, Proposers are encouraged not to overload the supporting materials with documents that do not directly address the Purchaser's requirements.

(e). As a Part of the technical bid/proposal the Proposer **MUST** present a detailed description of the Proposer's proposed technical solution conforming in all material aspects with the Technical Requirements (Section VII) and other parts of these RFP Documents, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed Information System.

Note: To facilitate proposal evaluation and contract award, Proposers encouraged to provide electronic copies of their Technical Proposal – preferably in a format that the evaluation team can extract text from to facilitate the proposal clarification process and to facilitate the preparation of the Proposal Evaluation Report.

Technical Responsiveness Checklist (Format)

Tech. Require. No. _	Technical Requirement: [insert: abbreviated description of Requirement]
Proposer's technical reasons supporting compliance:	
Proposer's cross references to supporting information in Technical Proposal:	

[Note to the Purchaser: The Technical Responsiveness tables submitted by each Proposer can help structure the Purchaser's technical evaluation. In particular, the Purchaser can append rows to each of the Proposer's submitted responsiveness tables to record the Purchaser's assessment of the compliance, partial compliance, and non-compliance of the Proposer's response to the specific Technical Requirement – including the Purchaser's rationale for its conclusion (including, as appropriate, clear indications of the gaps in the Proposer's response/supporting documentation). These assessments can provide a standardized presentation of the detailed underlying logic of the Purchaser's final assessment of the responsiveness / non-responsiveness of the Proposer's technical proposal. Typically, the detailed response/assessment tables would appear as an attachment to the Proposal Evaluation Report].

FORM OF PROPOSAL SECURITY (BANK GUARANTEE)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its **name and address**]*

RFP No.: *[Purchaser to insert reference **number for the RFP**]*

Alternative No.: *[Insert identification No if this is a Proposal for an alternative]*

Date: *[Insert **date of issue**]*

PROPOSAL GUARANTEE No.: *[Insert **guarantee reference number**]*

We have been informed that *[insert **name of the Proposer**, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called “the Applicant”) has submitted or will submit the Beneficiary its proposal (hereinafter called “the Proposal”) for the execution of *[insert **Name of Contract**]* under Request for Proposals No. *[insert **number**]* (“the RFP”).

Furthermore, we understand that, according to the Beneficiary’s, Proposals must be supported by a Proposal guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert **amount in figures** (**insert amount in words**)]* upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying the demand, stating that either the Applicant:

- (a) has withdrawn its Proposal prior to the Proposal validity expiry date set forth in the Applicant’s Letter of Proposal, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Proposal by the Beneficiary prior to the expiry date of the Proposal validity or any extension thereof provided by the Applicant has failed to: (i) execute the Contract Agreement, if required, or (ii) furnish the performance security, in accordance with the Instructions to Proposers (“ITP”) of the Beneficiary’s request for proposals document.

This guarantee will expire: (a) if the Applicant is the successful Proposer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such Contract Agreement; or (b) if the Applicant is not the successful Proposer, upon the earlier of (i) our receipt of a copy of the Beneficiary’s

notification to the Applicant of the results of the request for proposals process; or (ii) twenty-eight days after the expiry date of the Proposal validity.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s)]

Letter of Proposal - Financial Part

INSTRUCTIONS TO PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Proposer must prepare this Letter of Proposal on stationery with its letterhead clearly showing the Proposer's complete name and business address.

Note: All italicized text is to help Proposers in preparing this form.

Date of this Proposal submission: *[insert date (as day, month and year) of Proposal submission]*

Request for Proposal No.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, hereby submit the second part of our Proposal, the Proposal Price and Priced Activity Schedule. This accompanies the Letter of Proposal- Technical Part.

In submitting our Proposal, we make the following additional declarations:

- (a) **Proposal Validity:** Our Proposal shall be valid until *[insert day, month and year in accordance with ITP 19.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;
- (b) **Total Price:** The total price of our Proposal, excluding any discounts offered in item (c) below is: *[Insert one of the options below as appropriate]*

[Option 1, in case of one lot:] Total price is: [insert the total price of the Proposal in words and figures, indicating the various amounts and the respective currencies];

Or

[Option 2, in case of multiple lots:] (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

(c) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: *[Specify in detail each discount offered]*

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;

(d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the procurement process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

Name of the Proposer: **[insert complete name of the Proposer]*

Name of the person duly authorized to sign the Proposal on behalf of the Proposer: ******
[insert complete name of person duly authorized to sign the Proposal]

Title of the person signing the Proposal: *[insert complete title of the person signing the Proposal]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer.

**: Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal Schedules

PRICE SCHEDULE FORMS

Notes to Proposers on working with the Price Schedules

General

1. The Price Schedules are divided into separate Schedules as follows:
 - 3.1 Grand Summary Cost Table
 - 3.2 Supply and Installation Cost Summary Table
 - 3.3 Recurrent Cost Summary Table N/A
 - 3.4 Supply and Installation Cost Sub-Table(s)
 - 3.5 Recurrent Cost Sub-Tables(s) N/A
 - 3.6 Country of Origin Code Table

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

Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Proposer. As specified in the Proposal Data Sheet, prices shall be fixed and firm for the duration of the Contract.
5. Proposal prices shall be quoted in the manner indicated and in the currencies specified in ITP 18.1 and ITP 18.2. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these request for proposals documents.
6. The Proposer must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of proposals has passed. A single error in specifying a unit price can therefore change a Proposer's overall total proposal price substantially, make the proposal noncompetitive, or subject the Proposer to possible loss. The Purchaser will correct any arithmetic error in accordance with the provisions of ITP 32.
7. Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITP 18.2, no more than three foreign currencies may be used.

3.1 Grand Summary Cost Table

		<i>[insert: Local Currency] Price¹</i>	<i>[insert: Foreign Currency A] Price²</i>	<i>[insert: Foreign Currency B] Price³</i>	<i>[insert: Foreign Currency C] Price⁴</i>
1.	Supply and Installation Costs (from Supply and Installation Cost Summary Table)				
2.	Grand Totals (to Proposal Submission Form)				

Name of Proposer:		
Authorized Signature of Proposer:		

¹ **Price without Resident VAT**

² **Price without Non-Resident Taxes**

³ **Price without Non-Resident Taxes**

⁴ **Price without Non-Resident Taxes**

3.2 Supply and Installation Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with ITP 17 and 18.

		Supply & Installation Prices				
		Locally supplied items ⁵	Items supplied from outside the Purchaser's Country ⁶			
Line Item No.	Subsystem / Item	[insert: <i>Local Currency</i>] Price	[insert: <i>Local Currency</i>] Price	[insert: <i>Foreign Currency A</i>] Price	[insert: <i>Foreign Currency B</i>] Price	[insert: <i>Foreign Currency C</i>] Price
	PHASE 1: INCEPTION AND PLANNING	--	--	--	--	--
0	Kick-off Meeting (to align on goals, timelines, and scope).	--	--	--	--	--
1	Development of Project Plan, including the Project Management Plan, Communication Plan, Quality Management Plan, and Change Management Plan.					
2	Needs Analysis, Requirements Assessment and Business Process Analysis, including a detailed evaluation of business needs, workflows, and system requirements.					
3	Development of the Software Requirement Specification.					
4	Development of the Requirements Traceability Matrix.					

⁵ Price without Resident Taxes

⁶ Price without Non-Resident Taxes

		Supply & Installation Prices				
		Locally supplied items ⁵	Items supplied from outside the Purchaser's Country ⁶			
Line Item No.	Subsystem / Item	[insert: <i>Local Currency</i>] Price	[insert: <i>Local Currency</i>] Price	[insert: <i>Foreign Currency A</i>] Price	[insert: <i>Foreign Currency B</i>] Price	[insert: <i>Foreign Currency C</i>] Price
5	Development of the System Architecture and Data Interface Specification.					
6	Completion Report for Phase 1, including all documents developed during this stage.					
	Subtotal PHASE 1⁷					
	PHASE 2: DESIGN, DEVELOPMENT AND TESTING OF THE SYSTEM	--	--	--	--	--
	PHASE 2 (A)					
7	Development of Technical Requirements Document for Hardware, Equipment, and Network Infrastructure for Penitentiary Service and Penitentiary Institutions.					
8	UI/UX Design Development and Prototype Delivery.					
9	Minimum Viable Product (MVP) Development.					

⁷ **Note:** The subtotal for each phase must align with the corresponding payment milestone(s) specified in **GCC 12.1 (Terms of Payment)**. Each subtotal should clearly reflect the percentage or fixed amount payable at each milestone, ensuring consistency with the contractual payment schedule.

		Supply & Installation Prices				
		Locally supplied items ⁵	Items supplied from outside the Purchaser's Country ⁶			
Line Item No.	Subsystem / Item	[insert: <i>Local Currency</i>] Price	[insert: <i>Local Currency</i>] Price	[insert: <i>Foreign Currency A</i>] Price	[insert: <i>Foreign Currency B</i>] Price	[insert: <i>Foreign Currency C</i>] Price
	SUBTOTAL PHASE 2(A)⁸ (corresponds to Line Items 7-9)					
	PHASE 2(B)					
10	Final System Development and Deployment of the Fully Operational System on Testing Servers.					
11	Development of the Test Plan, including Test Cases, in accordance with the testing types specified in Clause 4.1.3.7 of Section C, "Service Specifications – Supply & Install Items", of the RFP.					
12	Performing System Testing and Test Results delivery.					
13	Correction of functional issues and resolution of inconsistencies in the developed Information System to ensure compliance with documented functional, performance, security, and usability requirements, based on findings from the Purchaser, its designated third party, or the Supplier during acceptance testing.					

⁸ **Note:** The subtotal for each phase must align with the corresponding payment milestone(s) specified in **GCC 12.1 (Terms of Payment)**. Each subtotal should clearly reflect the percentage or fixed amount payable at each milestone, ensuring consistency with the contractual payment schedule.

		Supply & Installation Prices				
		Locally supplied items ⁵	Items supplied from outside the Purchaser's Country ⁶			
Line Item No.	Subsystem / Item	[insert: <i>Local Currency</i>] Price	[insert: <i>Local Currency</i>] Price	[insert: <i>Foreign Currency A</i>] Price	[insert: <i>Foreign Currency B</i>] Price	[insert: <i>Foreign Currency C</i>] Price
14	Handover System Source Codes to Purchaser's Git Repository.					
15	Completion Report for Phase 2, including all project documents developed or updated during Phases 1 and 2.					
	SUBTOTAL PHASE 2(B)⁹ (corresponds to Line Items 10-15)					
	PHASE 3: TRAINING AND PILOT TESTING	--	--	--	--	--
16	Delivery of Training Plan, including Training Materials					
17	Development of the Administrators and Users Manuals					
18	Conducting Training for the Staff Involved in Pilot Testing.					
19	Pilot Testing of the Information System in the Penitentiary Service and in at least one Penitentiary Institution.					

⁹ **Note:** The subtotal for each phase must align with the corresponding payment milestone(s) specified in **GCC 12.1 (Terms of Payment)**. Each subtotal should clearly reflect the percentage or fixed amount payable at each milestone, ensuring consistency with the contractual payment schedule.

		Supply & Installation Prices				
		Locally supplied items ⁵	Items supplied from outside the Purchaser's Country ⁶			
Line Item No.	Subsystem / Item	[insert: <i>Local Currency</i>] Price	[insert: <i>Local Currency</i>] Price	[insert: <i>Foreign Currency A</i>] Price	[insert: <i>Foreign Currency B</i>] Price	[insert: <i>Foreign Currency C</i>] Price
20	Correction of functional issues and resolution of inconsistencies in the developed Information System, as identified during pilot testing.					
21	Handover of the Updated System Source Codes to Purchaser's Git Repository.					
22	Conducting Training of End-Users, Trainers and Administrators.					
23	Completion Report for Phase 3, including all project documents developed or updated during Phases 1-3.					
	Subtotal PHASE 3¹⁰					
	PHASE 4: MIGRATION AND SYSTEM ROLLOUT (GO-LIVE)	--	--	--	--	--
24	Development of the Data Migration Plan.					
25	Development of the Deployment and Disaster Recovery Guide					
26	Final deployment of the Information System to the production environment, including interoperability integrations and hardware compatibility testing.					

¹⁰ **Note:** The subtotal for each phase must align with the corresponding payment milestone(s) specified in **GCC 12.1 (Terms of Payment)**. Each subtotal should clearly reflect the percentage or fixed amount payable at each milestone, ensuring consistency with the contractual payment schedule.

		Supply & Installation Prices				
		Locally supplied items ⁵	Items supplied from outside the Purchaser's Country ⁶			
Line Item No.	Subsystem / Item	[insert: <i>Local Currency</i>] Price	[insert: <i>Local Currency</i>] Price	[insert: <i>Foreign Currency A</i>] Price	[insert: <i>Foreign Currency B</i>] Price	[insert: <i>Foreign Currency C</i>] Price
27	Performing Data Conversion and Migration.					
28	Handover Updated System Source Codes to Purchaser's Git Repository.					
29	Completion Report for Phase 4, including all project documents developed or updated, as well as documents listed in the Paragraph 2.7.1 of Section VII.					
	Subtotal PHASE 4¹¹					
30	Operational Acceptance of the System as an integrated whole (Deliverables: Project Completion Report) ¹²					
	TOTAL (To Grand Summary Table)					

Note: - - indicates not applicable.

“-” Indicates repetition of table entry above. Refer to the relevant Supply and Installation Cost Sub-Table for the specific components that constitute each Subsystem or line item in this summary table.

¹¹ **Note:** The subtotal for each phase must align with the corresponding payment milestone(s) specified in **GCC 12.1 (Terms of Payment)**. Each subtotal should clearly reflect the percentage or fixed amount payable at each milestone, ensuring consistency with the contractual payment schedule.

¹² **Note:** The subtotal for each phase must align with the corresponding payment milestone(s) specified in **GCC 12.1 (Terms of Payment)**. Each subtotal should clearly reflect the percentage or fixed amount payable at each milestone, ensuring consistency with the contractual payment schedule.

Name of Proposer:		
Authorized Signature of Proposer:		

3.3 Recurrent Cost Summary Table N/A

3.4 Supply and Installation Cost Sub-Table *N/A***3.5 Recurrent Cost Sub-Table *N/A***

3.6 Country of Origin Code Table

[illegible]

SECTION V - ELIGIBLE COUNTRIES

Eligibility for the Provision of Information System

In reference to ITP 4.8 and ITP 5.1, for the information of the Proposers, at the present time firms and information systems from the following countries are excluded from this procurement process:

Under ITP 4.8(a) and ITP 5.1: *none*.

Under ITP 4.8(b) and ITP 5.1: *none*.

SECTION VI - FRAUD AND CORRUPTION

(Section VI shall not be modified)

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-

contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 2 – PURCHASER’S REQUIREMENTS

SECTION VII - REQUIREMENTS OF THE INFORMATION SYSTEM

**(INCLUDING TECHNICAL REQUIREMENTS, IMPLEMENTATION SCHEDULE,
SYSTEM INVENTORY TABLES, BACKGROUND AND INFORMATIONAL
MATERIALS)**

**E-PENITENTIARY INFORMATION SYSTEM
DEVELOPMENT OF NEW CUSTOM SOFTWARE SOLUTION (CSW)**

1. Technical Requirements

A. ACRONYMS USED IN THE TECHNICAL REQUIREMENTS AND BACKGROUND

0.1 Acronym Table

Abbreviation	Explanation
RA	Republic of Armenia
MoJ	Ministry of Justice of the Republic of Armenia
PS	Penitentiary Service
PI	Penitentiary Institution
PSI	Public Service Identifier
PMC	Penitentiary Medical Center State Non-Commercial Organization (SNCO)
EMS	Electronic Medical System
ID	Identity Document
SPLWD	Division of Social, Psychological, and Legal Work
SAD	Security Assurance Division
OD	Operational Division
EMS PTCI	Electronic Management System for PreTrial Criminal Investigation
RSAC	Re-Socialization Assessment Commission
MOIA	Ministry of Internal Affairs of the Republic of Armenia
MOIAP IC	Information Center of the Police of the Ministry of Internal Affairs
SPR	State Population Register
SRLE	State Register of Legal Entities
DB	Database
ARCSA	Agency for Registration of Civil Status Acts
MOLSA	Ministry of Labor and Social Affairs of the Republic of Armenia
CIA	Criminal Investigation Authority

0.2 Current Situation

Currently, the Penitentiary Service (PS) operates the "E-penitentiary" electronic system, which does not provide all the business processes required by the service. Furthermore,

the current structure of the system does not allow for its further expansion, for which an analysis has been conducted.

0.3 The Purpose

The purpose of the project is to design, implement, test, and localize a new Custom Software Solution (hereinafter referred to as "E-penitentiary 2.0" or the System) based on existing legal regulations, the requirements described in this document, and other related legal norms governing the sector. The System must facilitate the digitization of the internal functions of the Penitentiary Service (PS), ensuring the automation of business processes as much as possible, and in cases where this is not feasible from a functional logic perspective, enable human-machine interoperability.

The System must at least carry out, but not be limited to, the following functions:

- Electronic implementation of the internal functions of the PS, and where possible, the automatic execution of some of them.
- Ensuring electronic document circulation between PS employees, inmates, and external participants, including automatic processes.
- Automating decisions made by the PS based on collected data and described rules, offering possible options to decision-makers.
- Providing notifications to system participants or individuals performing functions within the system who are not participants.
- Ensuring bilateral automatic interoperability with external systems based on functional logic requirements.
- Executing automatic actions based on the results of interoperability.
- Ensuring accountability based on any data collected in the system or obtained through Interoperability Module using automated tools.

During the implementation of the above functions, it is necessary to ensure:

- Data processing in a machine-readable format.
- Efficient access to data and information for the public, policy-making bodies, and all other stakeholders according to their authorities.
- Security of data storage and the exclusion of unauthorized access possibilities.
- Interoperability with external systems.
- A broad range of accountability and oversight/monitoring tools.

B. FUNCTIONAL, ARCHITECTURAL AND PERFORMANCE REQUIREMENTS

1.1 Legal and Regulatory Requirements to be met by the Information System

The Information System MUST comply with the following laws and regulations, as well as all other applicable laws and regulations governing the sector.

- Penitentiary Code of the Republic of Armenia adopted on 15 June 2022
- Law of the Republic of Armenia on Penitentiary Service adopted on 8 July 2005
- Law of the Republic of Armenia on Treatment of Arrestees and Detainees adopted on 6 February 2002
- RA Government Decision N 543-N on approving the internal regulations of penitentiary institutions of the RA Ministry of Justice adopted on 13 April 2023
- Order of the Minister of Justice of the Republic of Armenia N 134-N dated 11.03.2024 on approving the composition and the order of the Distribution Commission operating at the Central Body of the Penitentiary Service and revoking the Order of the Minister of Justice of the Republic of Armenia N 34-N dated 14.03.2012
- Order of the Minister of Justice of the Republic of Armenia N 194-N on approval of the procedure for the activities of structural units for ensuring the security of the Penitentiary Service of the Ministry of Justice of the Republic of Armenia adopted on 21 November 2011
- Order of the Minister of Justice of the Republic of Armenia N 195-N on approval of the procedure for the activities of structural units for ensuring the protection of the Penitentiary Service of the Ministry of Justice of the Republic of Armenia adopted on 21 November 2011
- Order of the Minister of Justice of the Republic of Armenia N 311-N on approval of the procedures for the activities of structural units of the Penitentiary Service of the Ministry of Justice of the Republic of Armenia adopted on 18 December 2009
- Order of the Minister of Justice of the Republic of Armenia N 397-N on the establishment of types of security zones in penitentiary institutions and capacities of the penitentiary institutions of the Ministry of Justice of the Republic of Armenia adopted on 21 July 2022
- RA Government Decision N 825-N of 26.05.2006 on approving the procedure for the organization of medical and sanitary and preventive care for detainees and convicts, the use of medical institutions of health authorities and the engagement of their medical personnel for this purpose
- Order of the Minister of Justice of the Republic of Armenia N 279-N on approving the procedure of the Activities of the Structural Subunits Implementing Social, Psychological and Legal Work with detainees and convicts and revoking the order of the Minister of Justice of the Republic of Armenia N 44-N dated May 30, 2008
- Order No. 380-N of the Minister of Justice of the Republic of Armenia of July 2, 2024 "On the establishment, procedure for the activities, individual composition,

and approval of the methods and criteria for the evaluation of resocialization work of the Resocialization Assessment Commission"

- Order No. 631-L of the Minister of Justice of the Republic of Armenia of October 25, 2023 "On approving the procedure for examining and assessing the risk of suicide and self-harm in penitentiary institutions of the Ministry of Justice and repealing Order No. 405-L of the Minister of Justice of July 26, 2022"
- RA Government Decision N 1849-N of 19.12.2019 on approval of the procedure for the exchange of personal data through electronic information systems
- RA Government's Decision N 424-LG "On Approving the Basic Cyber Security Requirements

1.2 Business Function Requirements to be met by the Information System

The Information System MUST support the following business functions.

1.2.1. Brief Description of Core Functional Capabilities

1.2.1.1. Personal Data Management Module

The module must ensure the collection (either through user input or interoperability), storage, processing, and documentation of personal data related to the inmate/convict (hereinafter referred to as "the inmate"). The following information must be collected regarding the inmate:

- Personal Data
- Personal File
- Education
- Employment
- Rewards/Penalties
- Visitations, meetings
- Self-harm/Suicide Attempts
- Transfer
- Leave
- Parcels
- Video Calls, Phone Calls
- Registration of Closed Envelopes/Packages/Parcels
- Prohibitions
- Conditional Early Release
- Hunger/Thirst Strikes
- Distribution
- Personal Items
- Personal Account
- Risk Assessment

Access to each of the above 19 sections of the "Personal Data" module can be managed by assigning values to the corresponding attributes (e.g., a conditional attribute is defined as

personal Modul. In the user's personal Modul attribute, specific pre-defined section names separated by commas, such as personal, education, departures, will grant access to the specified three sections, or ALL will grant access to all sections.)

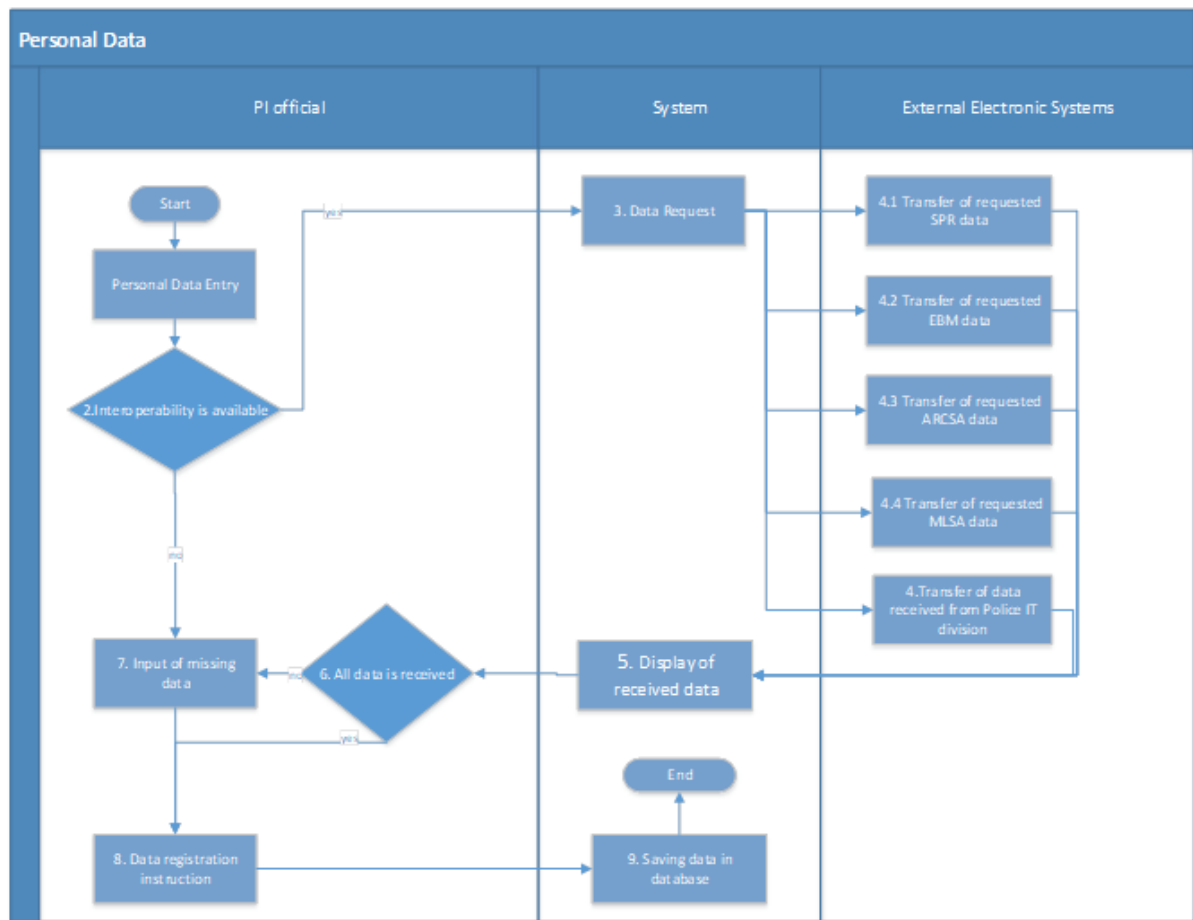
The complete list of information collected in the sections must be established during the implementation of the project by the Purchaser together with the Beneficiary and described in the relevant fields of the TOR, interfaces, and database.

Below are the flow Figures and corresponding brief descriptions of the functionalities performed in each section of the module.

1.2.1.1.1. Personal Data

Process of Collecting Personal Data

Figure 1 - Process of Collecting Personal Data



Brief Description of the Process of Collecting Personal Data

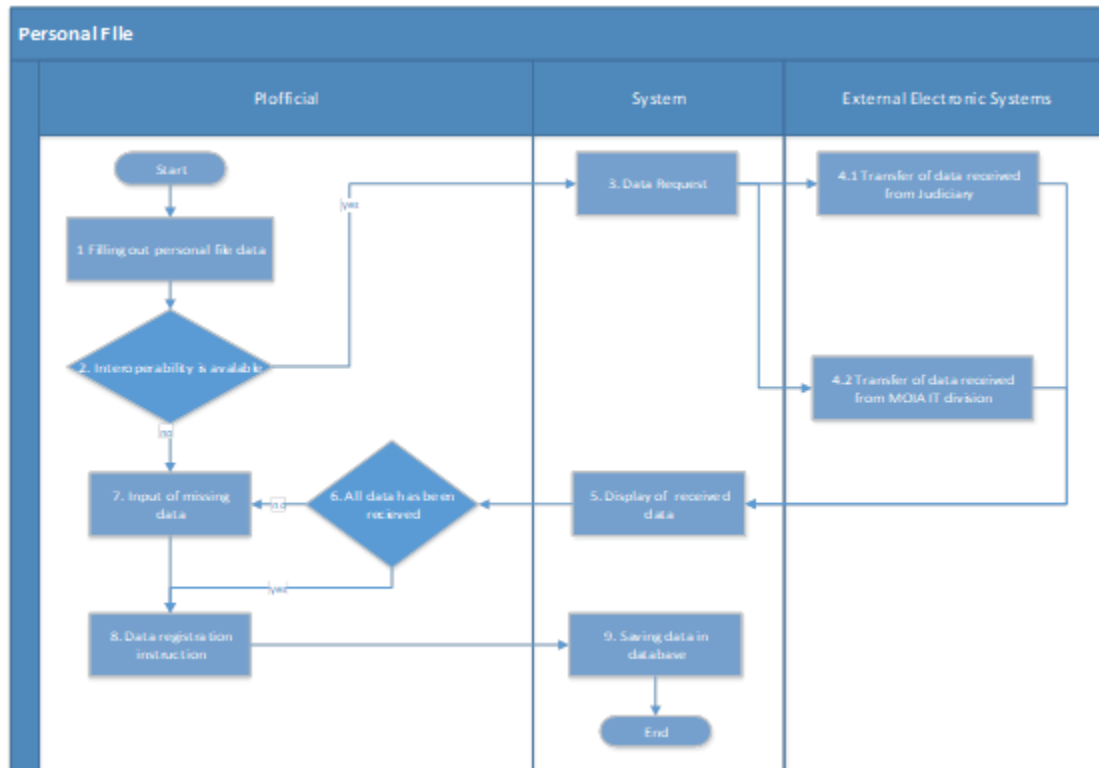
1. The penitentiary officer enters personal data during the registration of the inmate.
2. If some of the entered data can be obtained through Interoperability Module, the next step is performed; otherwise, system proceeds to step 7.

3. The system queries the required data from external information systems.
4. Data Requests are made according to the formats described in the interoperability section by external agencies:
 - 4.1. in response to the request, data is received from SPR;
 - 4.2. in response to the request, data is received from EBM;
 - 4.3. in response to the request, data is received from the ARCSA;
 - 4.4. in response to the request, data is received from MOLSA;
 - 4.5. in response to the request, data is received from the Ministry of Internal Affairs' IT Division.
5. The system automatically fills the corresponding fields in the interface with the received data.
6. If all necessary data has been obtained, system proceeds to step 8; otherwise, it moves to the next step.
7. The user enters the missing data.
8. The user instructs to record the entered data.
9. The system saves the entered information in the corresponding fields of the database.

1.2.1.1.2. Personal File

Process of Managing the Personal File

Figure 2 - Process of Managing the Personal File



Summary of the Process of Managing the Personal File

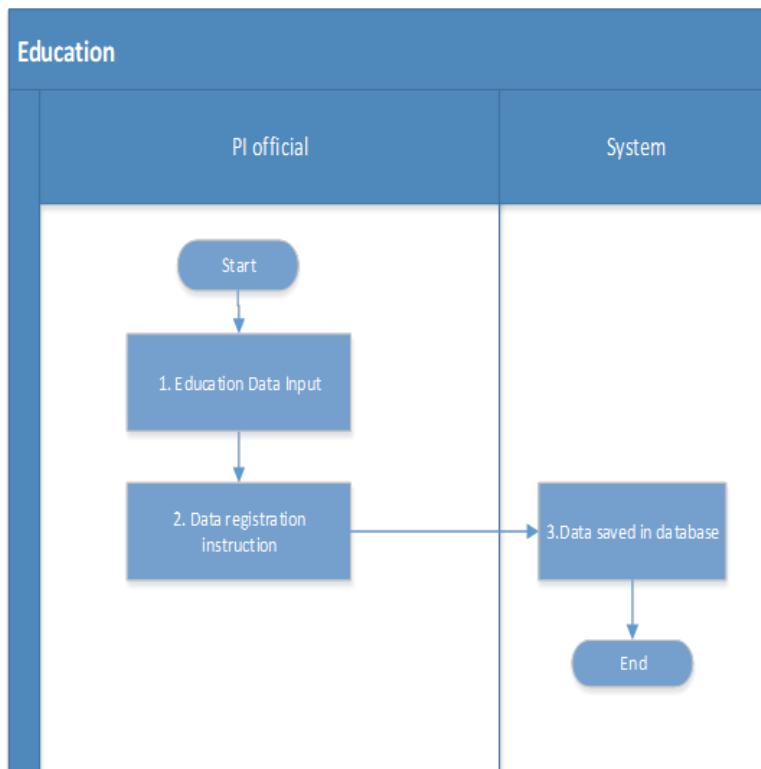
1. The penitentiary officer enters data regarding the personal file during the registration of the inmate.
2. If some of the entered data can be obtained through Interoperability Module, the next step is performed; otherwise, system proceeds to step 7.
3. The system queries the required data from external information systems.
4. Data Requests are made according to the formats described in the interoperability section by external agencies:
 - 4.1. in response to the request, data is received from the judicial system(s);
 - 4.2. in response to the request, data is received from the Ministry of Internal Affairs' information system.
5. The system fills the corresponding fields in the interface with the received data.
6. If all necessary data has been obtained, system proceeds to step 8; otherwise, it moves to the next step.

7. The user enters the missing data.
8. The user instructs to record the entered data.
9. The system saves the entered information in the corresponding fields of the database.

1.2.1.1.3. Education

Education Data Collection Process

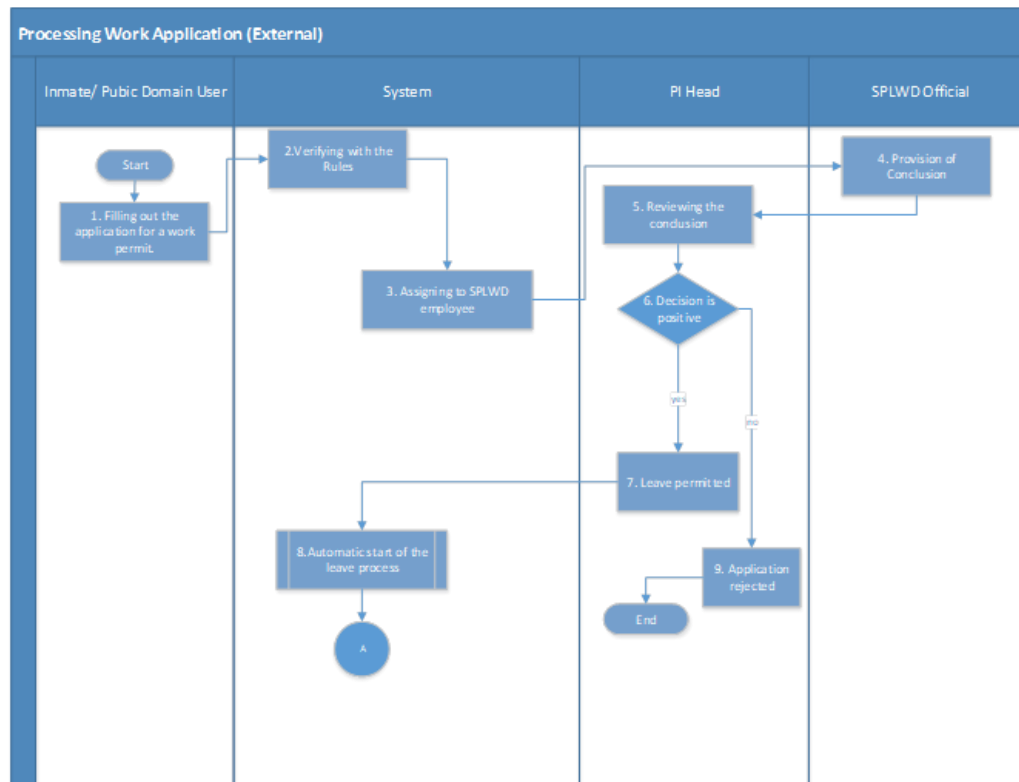
Figure 3 - Education Data Collection Process



1. The penitentiary officer enters data regarding the inmate's education.
2. The user instructs to record the entered data.
3. The system saves the entered information in the corresponding fields of the database.

1.2.1.1.4. Work

Process of Processing Work Applications

Figure 4 - Process of Processing Outgoing (Outside PI Area) Work Applications

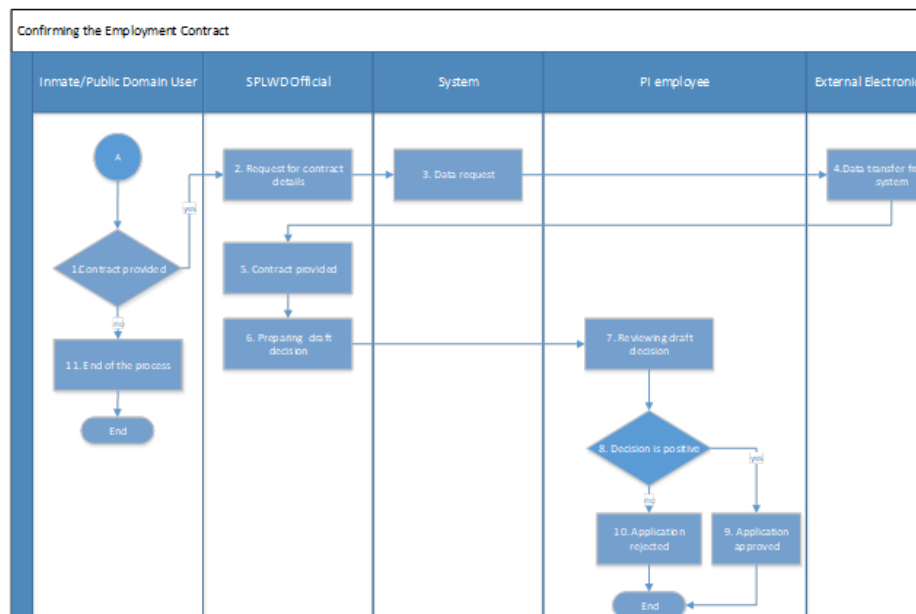
Brief Description of the Process of Processing Outgoing (Outside PI Area) Work Applications

1. The inmate or an identified user in the public domain enters a work permit application.
2. The system matches the application data with the rules defined in the rules management module.
3. The system automatically assigns the application to the authorized personnel of the SPLWD division.
4. The authorized personnel of the SPLWD division attaches their conclusion in the system and forwards the application to the head of the PI.
5. The head of the PI reviews the received conclusion and makes a decision.
6. If a positive decision is made, the next step is performed; otherwise, system proceeds to step 9.
7. The head of the PI instructs to grant permission for leave to work.
8. The system automatically records the document for processing the leave process (the matter of generating an electronic pass is subject to clarification during the system development phase), and a notification regarding behavior rules is sent to the inmate.
9. The head of the PI rejects the application.

The business process should be studied once again in the implementation stage to make sure the proper digitalization of the practice.

Process of Confirming the Employment Contract

Figure 5 - Process of Confirming the Employment Contract



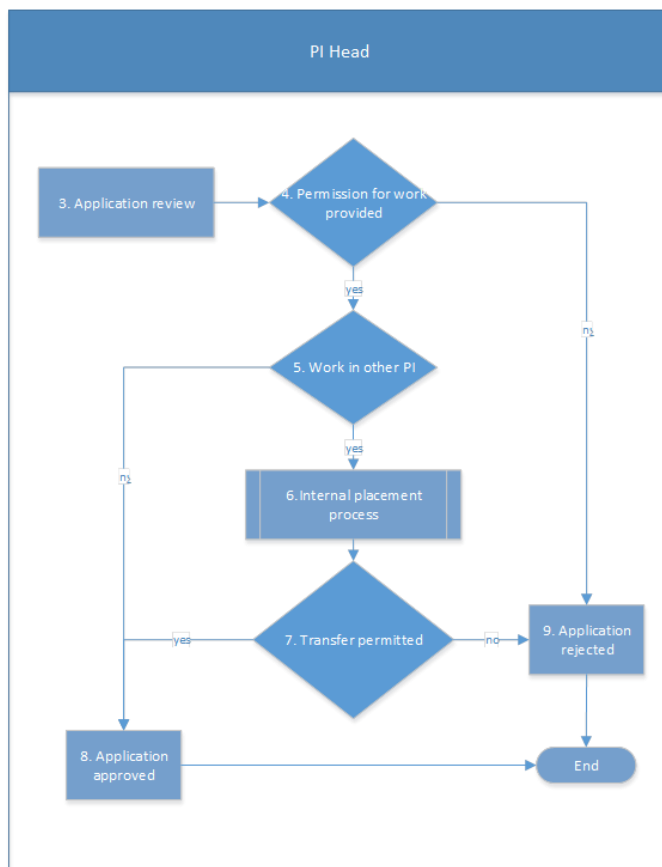
Summary of the Process of Confirming the Employment Contract

1. If the user has submitted the employment contract draft following the leave, the next step is performed; otherwise, system proceeds to step 11.
2. The authorized personnel of the SPLWD division conducts a request regarding the details of the contract.
3. Data Requests are made according to the formats described in the interoperability section for data processed by the RA State Revenue Committee (SRC).
4. Information regarding the requested data or its absence is received from the RA SRC.
5. The authorized personnel of the SPLWD division reviews the received information.
6. Based on the review, a recommendation (draft decision) is prepared and along with the employment contract draft forwarded to the relevant division of the Correctional Service.
7. The authorized person of the Correctional Service reviews the submitted recommendation and employment contract draft.

8. If a positive recommendation is made regarding the documents, the next step is performed; otherwise, system proceeds to step 10.
9. The application for leave to work is approved by the head of the PI.
10. The application for leave to work is rejected by the head of the PI.
11. The application process is concluded because there is no contract.

Process of Processing Internal Work Applications (within PI)

Figure 6 - Process of Processing Internal Work Applications (within PI)



Summary of the Process of Processing Internal Work Applications (within PI)

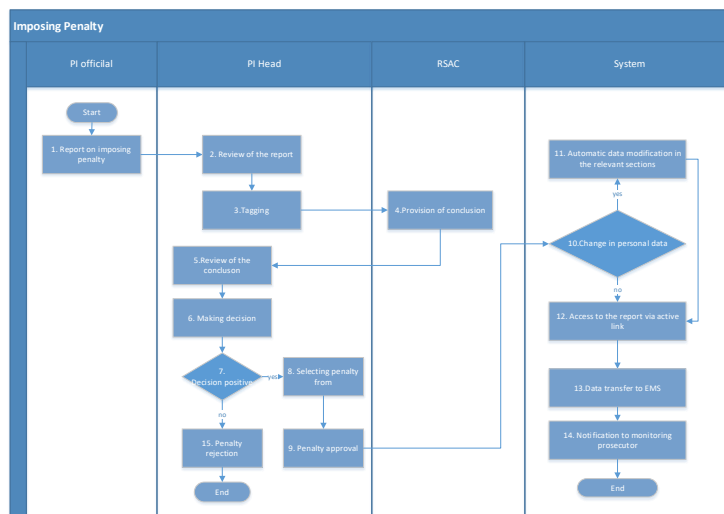
1. The inmate or an identified user in the public domain enters a work permit application for technical and economic services or other work within the PI.
2. The system conducts a compliance check with the rules and displays the result in the interface.
3. The head of the PI reviews the application and makes a decision.

4. If the head of the PI authorizes the inmate's involvement in work within the PI, the next step is performed; otherwise, system proceeds to step 9.
5. If the work is planned in another PI, the next step is performed; otherwise, step 8 is executed.
6. Actions related to the internal transfer of the inmate, as outlined in point 1.2.1.1.8., are carried out.
7. If the transfer is authorized, the next step is performed; otherwise, system proceeds to step 9.
8. The head of the PI approves the application for involvement in work. It is saved as an active link in the inmate's file.
9. The head of the PI rejects the application for involvement in work. It is saved as an active link in the inmate's file.
10. The system automatically rejects the application. It is saved as an active link in the inmate's file.

1.2.1.1.5. Rewards and Penalties

Process of Imposing Penalties

Figure 7 - Process of Imposing Penalties



Summary of the Process of Imposing Penalties

1. PI officer submits a report for imposing a penalty on the inmate.
2. The head of the PI reviews the report.
3. The report is forwarded to the re-socialization assessment committee.
4. The re-socialization assessment committee presents the relevant conclusion.

5. The head of the PI reviews the provided conclusion.
6. The head of the PI makes a decision regarding the report.
7. If a decision is made to impose a penalty, the next step is performed; otherwise, system proceeds to step 15.
8. The head of the PI selects the appropriate type of penalty from the regulated list in the system.
9. The head of the PI instructs the confirmation/application of the penalty.
10. If changes to personal data are required based on the selected type of penalty, the next step is performed; otherwise, system proceeds to step 12.
11. Updates are made in the relevant sections of the personal data module.
12. The report regarding the penalty is recorded in the inmate's personal file applications section as an active link.
13. The decision regarding the imposition of the penalty is transmitted to the EBH through Interoperability Module.
14. The decision regarding the imposition of the penalty is transmitted to the supervising prosecutor through Interoperability Module. If the prosecutor is a participant in the System, they receive the corresponding notification.
15. The head of the PI rejects the imposition of the penalty.

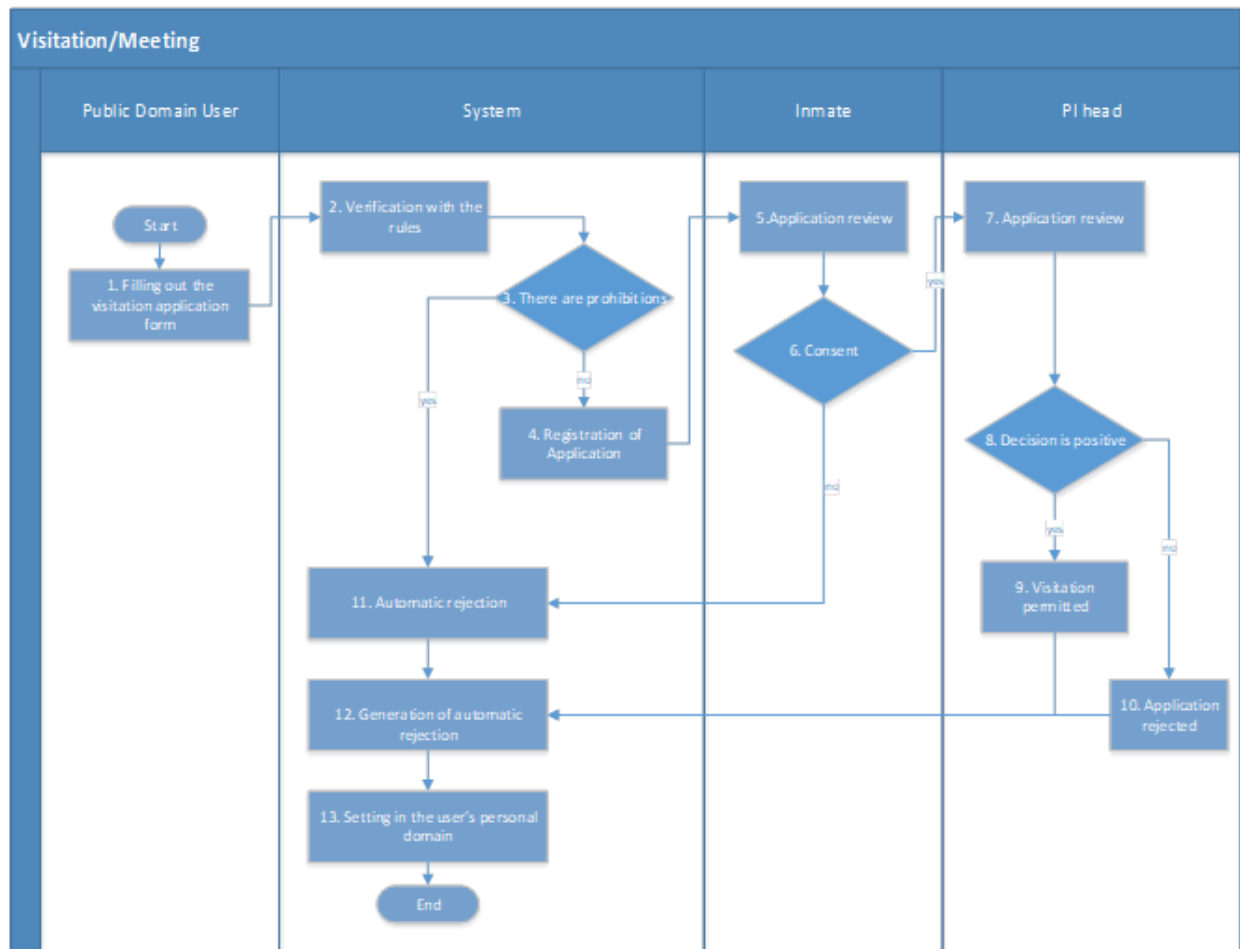
Process of Presenting Rewards

13. The report regarding the reward is recorded in the inmate's personal file applications section as an active link.

1.2.1.1.6. Visitation, Meeting

Process of Registering of Visitations/Meetings

Figure 9 - Process of Registering of Visitations/Meetings



Summary of the Process of Registering of Visitations/Meetings

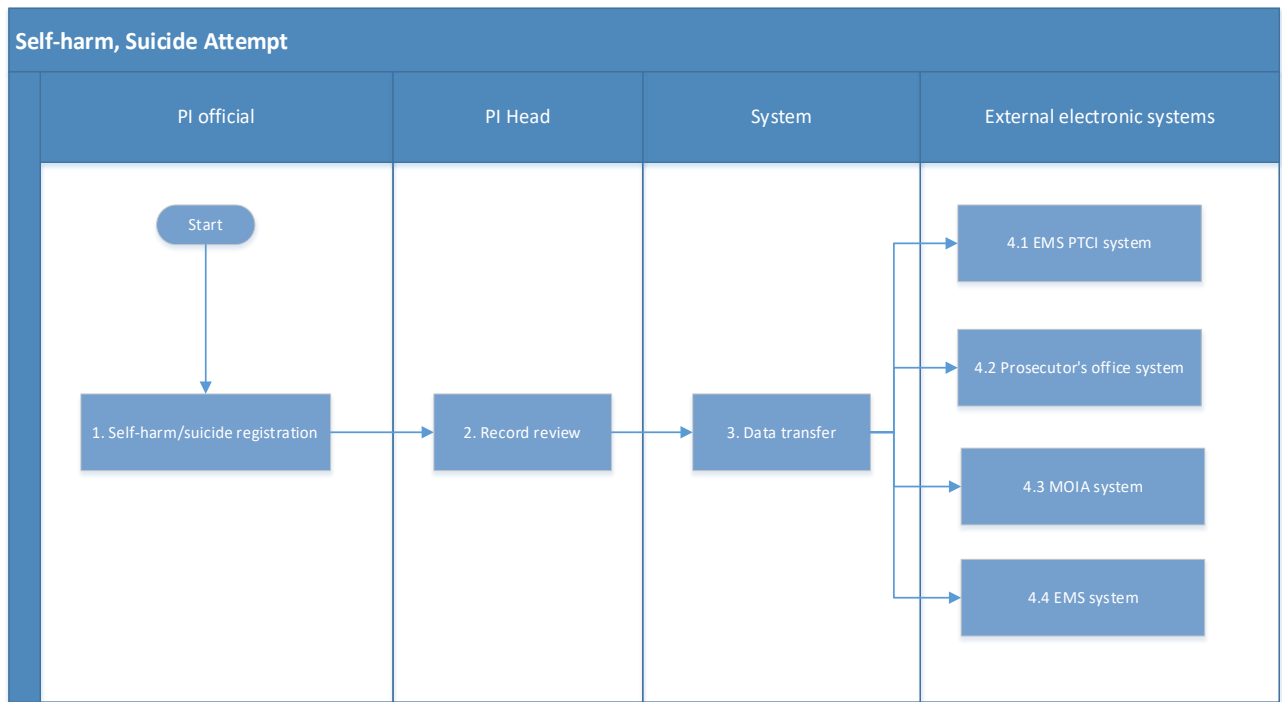
1. A user from the public domain submits a request for a visitation/meeting.
2. The system matches the request data with the rules defined in the rules management module.

3. If any restrictions arise from the rule matching, the system proceeds to step 11; otherwise, it moves to the next step.
4. The system registers the request. The inmate receives a notification.
5. The inmate reviews the request and makes a decision.
6. If the inmate gives their consent, the system proceeds to the next step; otherwise, it moves to step 11.
7. The head of the PI reviews the request.
8. If the decision is positive, the system proceeds to the next step; otherwise, it moves to step 10.
9. The head of the PI approves the visitation.
10. The head of the PI rejects the request.
11. The system automatically processes the rejection of the request.
12. The system automatically sends notifications to the parties involved.
13. An active link is added to the inmate's personal domain in the applications section.

1.2.1.1.7. Self-Harm, Suicide Attempt

Process of Registering Self-Harm and Suicide Attempts

Figure 10 - Process of Registering Self-Harm and Suicide Attempts



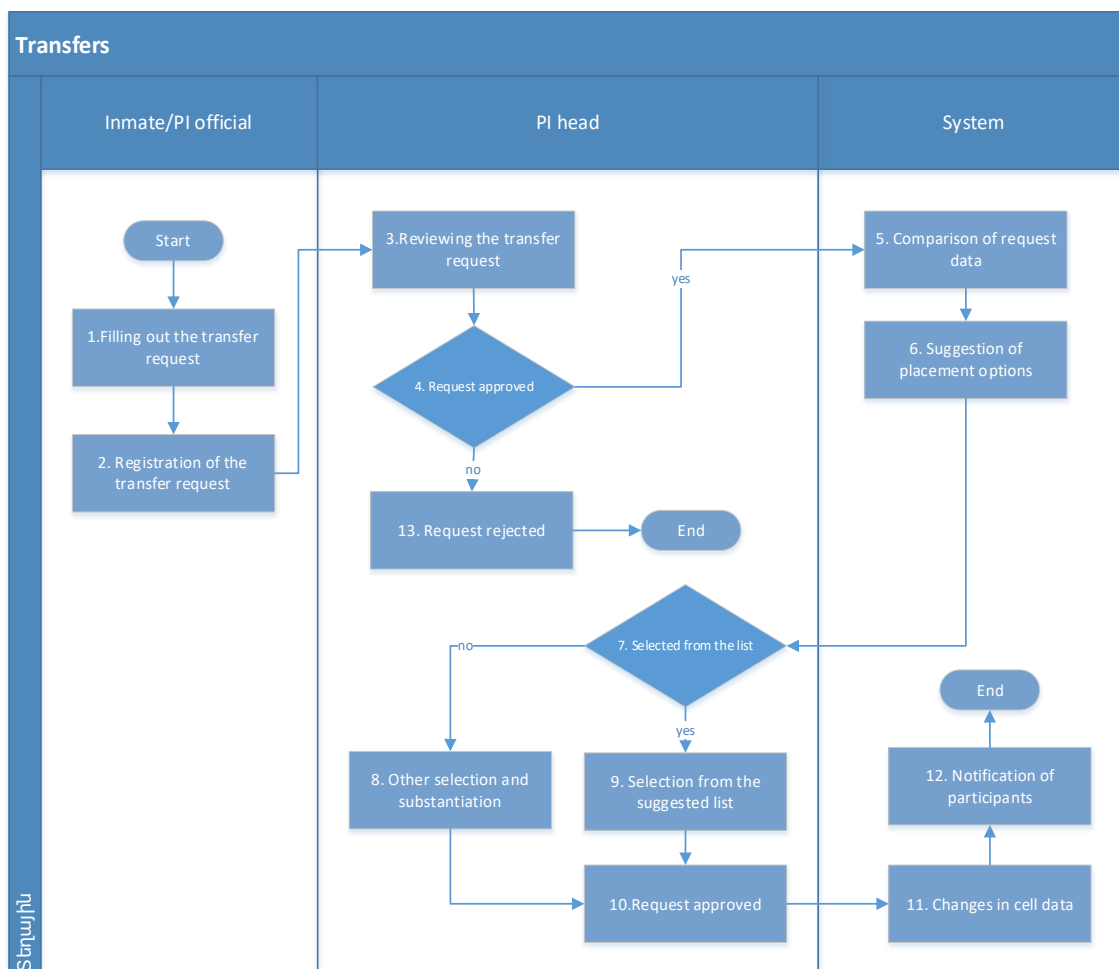
Summary of the Process of Registering Self-Harm and Suicide (Suicide Attempt)

1. PI officer records the fact of self-harm or suicide attempt.
2. The head of the PI reviews the record.
3. Data transfer is conducted through Interoperability Module.
4. The data is transmitted to external systems:
 - a. EMS PTCI system;
 - b. MoIA system;
 - c. EMS system.

1.2.1.1.8. Transfers

Process of Transfers Management (inside the PI)

Figure 11 - Process of Transfers Management (inside the PI)

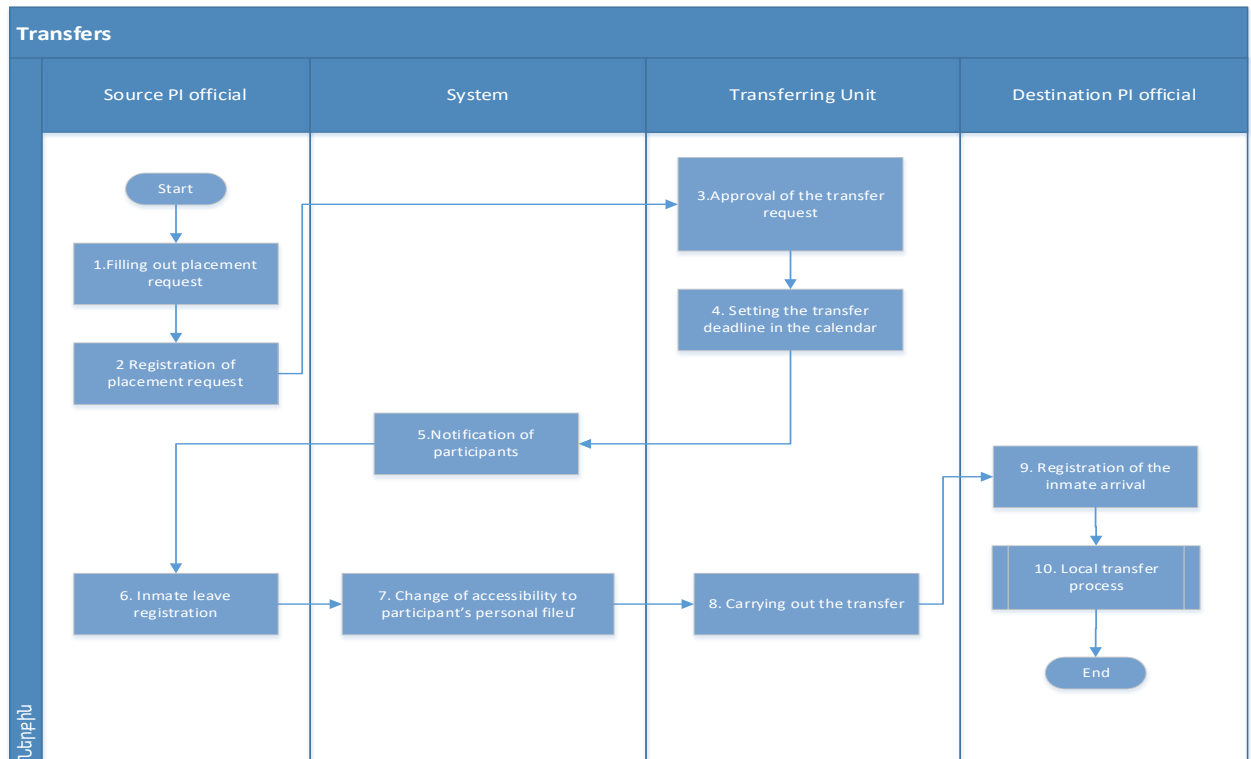


Summary of the Process of Transfers Management (inside the PI)

1. PI officer or the inmate fills out a request to transfer the inmate from one cell to another within the same PI.
2. The user instructs to register the request.
3. The request appears in the personal domain of the head of the PI, who conducts a review of the request.
4. The head of the PI makes a decision regarding the processing of the request. If it is decided to proceed with the request, the next step is executed; otherwise, the system moves to step 13.
5. The system performs a data match in the Virtual PI regarding the inmate's data and other inmates held in the selected (transfer) cell.
6. As a result of the matching, the system identifies the cell or list of cells that best match the criteria for the transfer of that inmate.
7. If the head of the PI decides to select the cell suggested by the system or from the list of cells, the system proceeds to step 9; otherwise, it moves to the next step.
8. The head of the PI selects another cell and provides justification in the notes/justification field.
9. The head of the PI selects the cell suggested by the system or from the list of cells.
10. The head of the PI approves the request.
11. The system reserves the space for the inmate in the selected cell. It can no longer be used for the selection of another inmate.
12. All participants (inmate, unit/building manager, etc.) receive automated notifications regarding the details of the transfer.
13. The processing of the request is rejected. It is recorded in the personal data of the inmate.

The system should have the function to delegate the functions of the head of the PI to the authorized person in this and relevant other business processes.

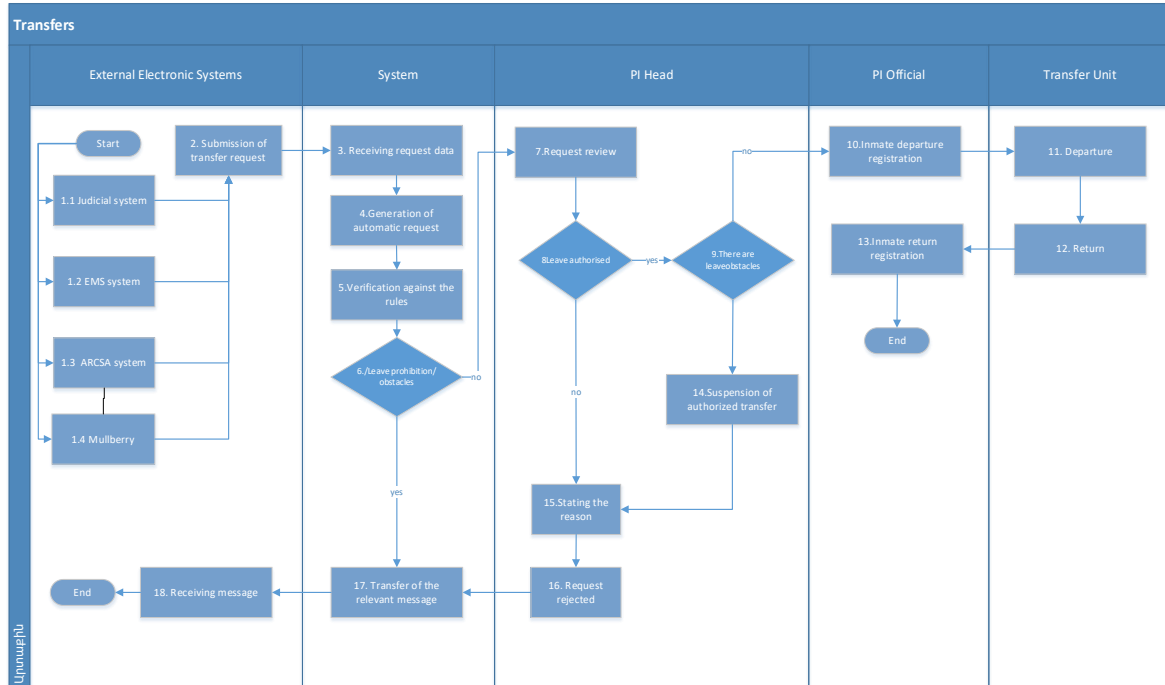
Process of Transfers Management (to other PI)

Figure 12 - Process of Transfers Management (to other PI)*Summary of the Process of Transfers Management (to other PI)*

1. Following the decision approved by the Distribution Commission, the current placement PI officer fills out a request to transfer the inmate from the current PI to another PI.
2. The departing PI officer instructs to register the request.
3. The responsible unit for the transfer confirms the feasibility of the physical transfer.
4. The responsible unit for the transfer plans and schedules the date and time for the inmate's transfer.
5. All participants (inmate, departing and destination PIs, etc.) receive automated notifications regarding the details of the transfer.
6. The source PI officer records the inmate's departure.
7. The system automatically changes the accessibility of the inmate's data from the source PI employee to the employee of the designated PI.
8. The responsible unit for the transfer executes the actual transfer of the inmate to the selected PI.
9. The destination PI officer, who is responsible for the inmate's admission, makes the appropriate entries in the system. The transfer process is completed.
10. The local placement process is carried out according to the data of the destination penitentiary institution (PI).

Process of Transfers Management (External)

Figure 13 - Process of Transfers Management (External)



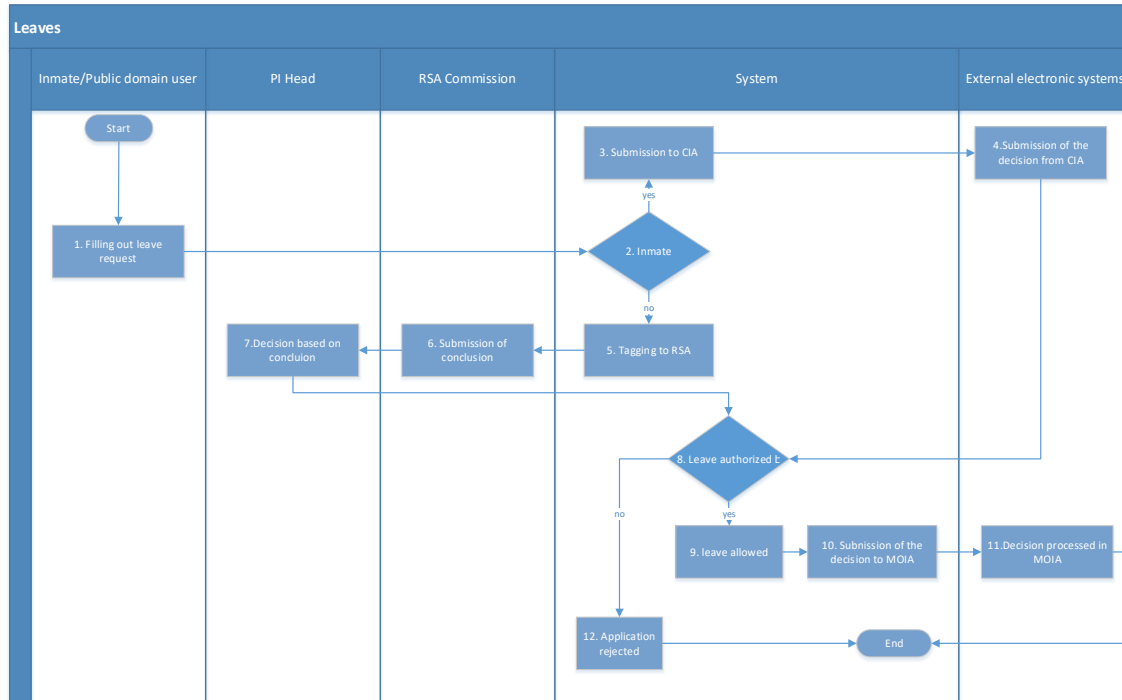
Summary of the Process of Transfers Management (External)

1. A request to transfer the inmate to any location is filled out in the electronic systems of external authorities.
 - 1.1. request from the Judicial Authority system for participation in court hearings;
 - 1.2. request from the EMS system for examinations or treatment due to the inmate's health condition;
 - 1.3. request from the Criminal Investigative Body system for involvement in investigative or other activities;
 - 1.4. request from the Mulberry system for requests received in paper form from other authorities without integrated internal systems.
2. The transfer of the request is carried out in the Interoperability Module according to the specified format with the relevant authority.
3. The system receives the transmitted data.
4. Based on the received data, an external transfer request is automatically created in the system.
5. The data of the request is matched with the rules established in the system.
6. If no incompatible data regarding the inmate's transfer is detected by the system, the next step is executed; otherwise, the system proceeds to step 17.

7. The head of the PI reviews the request.
8. If the requested inmate's departure is permitted, the next step is executed; otherwise, the system proceeds to step 14.
9. If no obstacles arise before the inmate's transfer, the next step is executed; otherwise, the system proceeds to step 15.
10. PI officer records the inmate's departure.
11. The transferring unit carries out the inmate's transfer to the required address at the specified time based on the received notification.
12. After the actions are completed, the transferring unit returns the inmate to the PI.
13. PI officer records the inmate's return.
14. The head of the PI suspends the decision regarding the inmate's departure.
15. The head of the PI notes the reason for the prohibition/suspension of the departure.
16. The head of the PI instructs to reject the request.
17. The system, using the method described in the Interoperability Module, transmits the details of the decision to deny departure to the electronic system of the requesting authority.
18. The message is reflected in the internal system (interface) of the external authority.

1.2.1.1.9. Leaves

The process of handling leaves requests

Figure 14 - The process of handling leaves requests

Summary of the process of handling leaves requests

1. The inmate or a public domain user submits a request for departure permission.
2. Based on the status of the inmate, the system routes the request according to the workflow. If the individual is a detainee, the next step is performed; if a convict, the system proceeds to step 5.
3. Following the approach described in the Interoperability Module, the request is transferred to the electronic management system of the criminal investigation body.
4. A decision regarding the request is received from the criminal investigation body's electronic management system. The process moves to step 7.
5. The request is assigned to the Resocialization Assessment Commission.
6. The Resocialization Assessment Commission provides a conclusion.
7. The head of the PI (Penitentiary Institution) reviews the received conclusion and makes a decision based on it.
8. Depending on the type of inmate, if the decision by the head of the PI or the criminal investigation body is positive, the process moves to the next step; otherwise, it proceeds to step 12.
9. The departure of the inmate is authorized. An exit pass is automatically generated in the system, and its authenticity can be verified by the PI employee responsible for physical

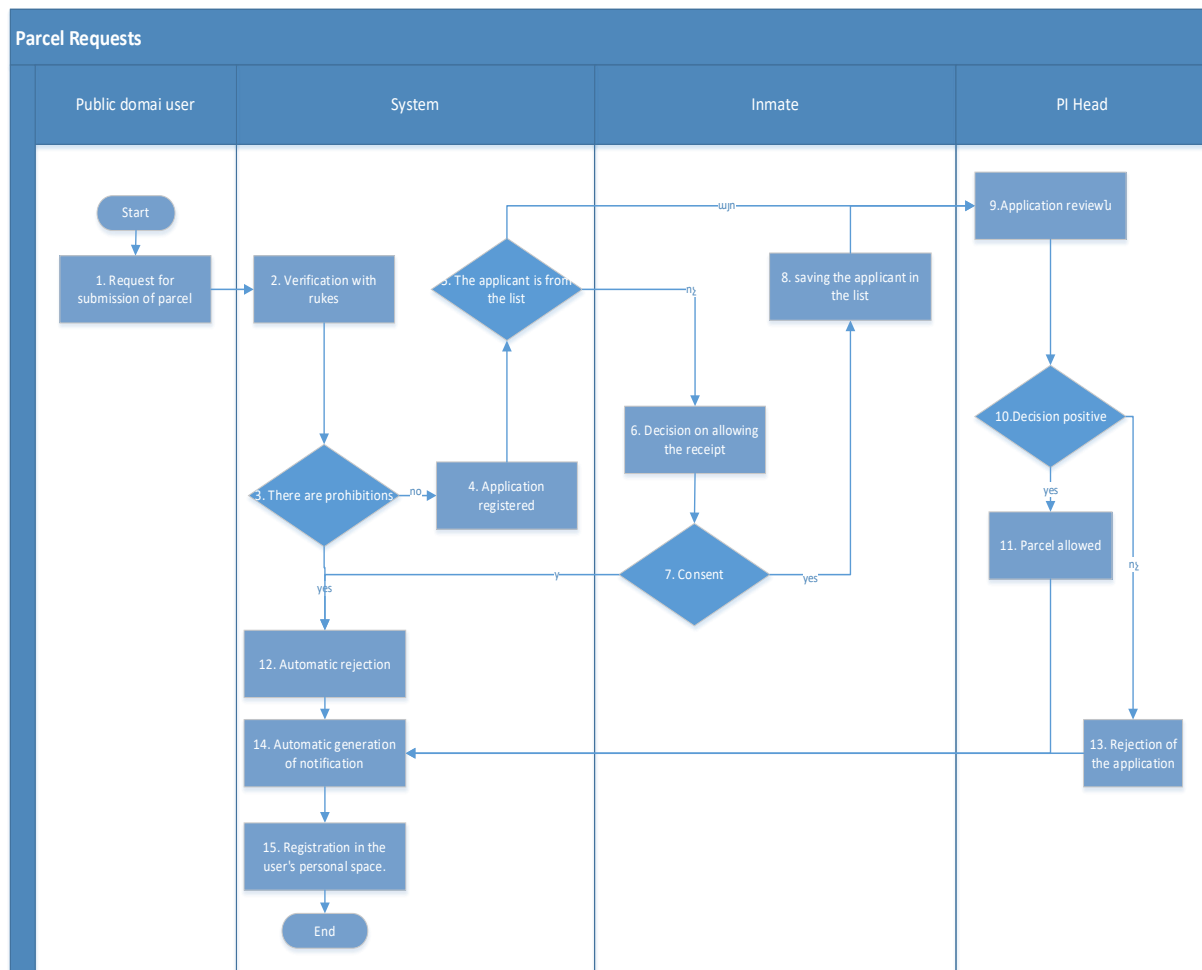
exit/entry through scanning or entering the corresponding code, which logs the actual time of departure/arrival in the system.

10. Following the approach described in the Interoperability Module, the request is forwarded to the MOIA (Ministry of Internal Affairs).
11. The MOIA processes the request according to the prescribed procedure.
12. The request is denied, indicating/selecting the grounds for rejection, and the request is stored as an active link in the personal file.

1.2.1.1.10. Parcels

The Process of Handling Parcel Requests

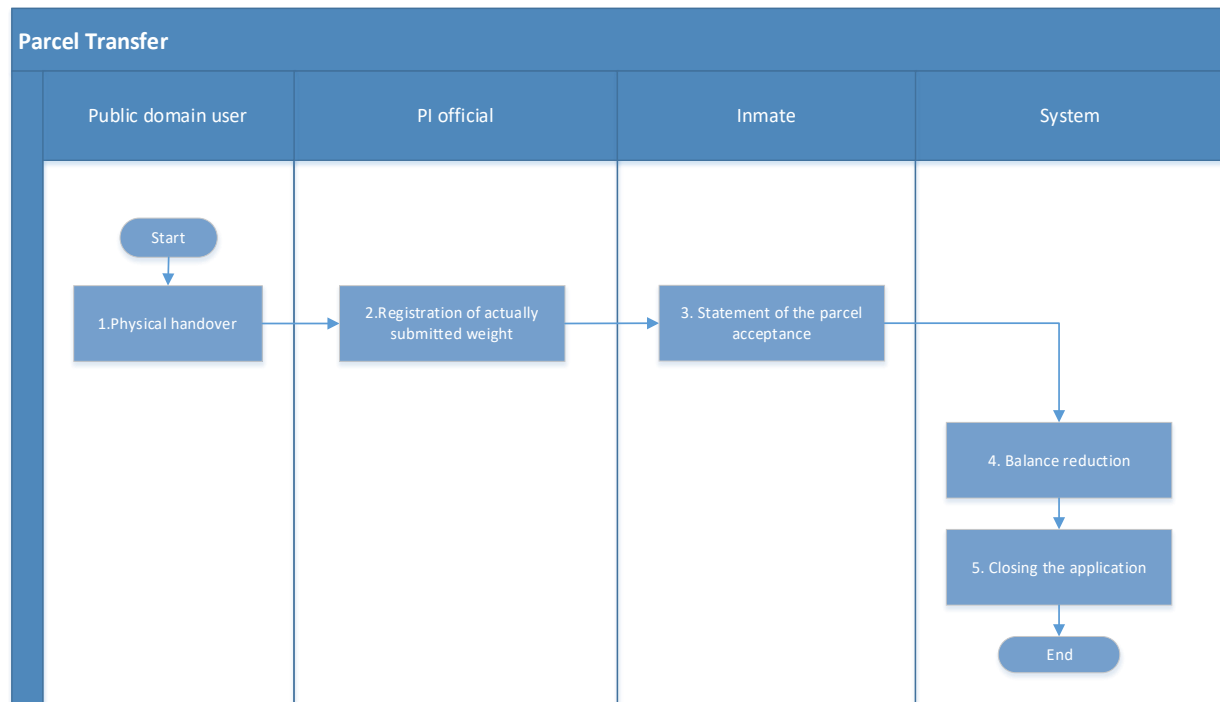
Figure 15 - The process of handling parcel requests



Summary of the process of handling parcel requests

1. A user authenticated in the public domain submits a request to transfer a parcel.
2. The system automatically performs a comparison with pre-configured rules.
3. If the rule comparison identifies any restrictions, step 12 is executed; otherwise, the next step is followed.
4. The system registers the request.
5. If the applicant is included in the list of individuals authorized to transfer parcels to the specified inmate, the process moves to step 9; otherwise, the next step is performed.
6. The inmate reviews the request and decides whether to accept the parcel from the applicant.
7. If the inmate consents to receive the parcel, the next step is executed; otherwise, the process proceeds to step 12.
8. The system automatically adds the applicant to the list of individuals authorized to transfer parcels to the inmate.
9. The head of the PI (Penitentiary Institution) or the relevant employee member reviews the request.
10. If the decision is positive, the next step is performed; otherwise, step 13 is executed.
11. The head of the PI or employee member approves the parcel transfer.
12. The system automatically rejects the request.
13. The head of the PI or employee member denies the request.
14. The system automatically sends notifications to the relevant parties.
15. An active link to the request is added in the "Requests" section of the inmate's personal domain.

The Process of Handing Over Parcels

Figure 16 - The Process of Handing Over parcels

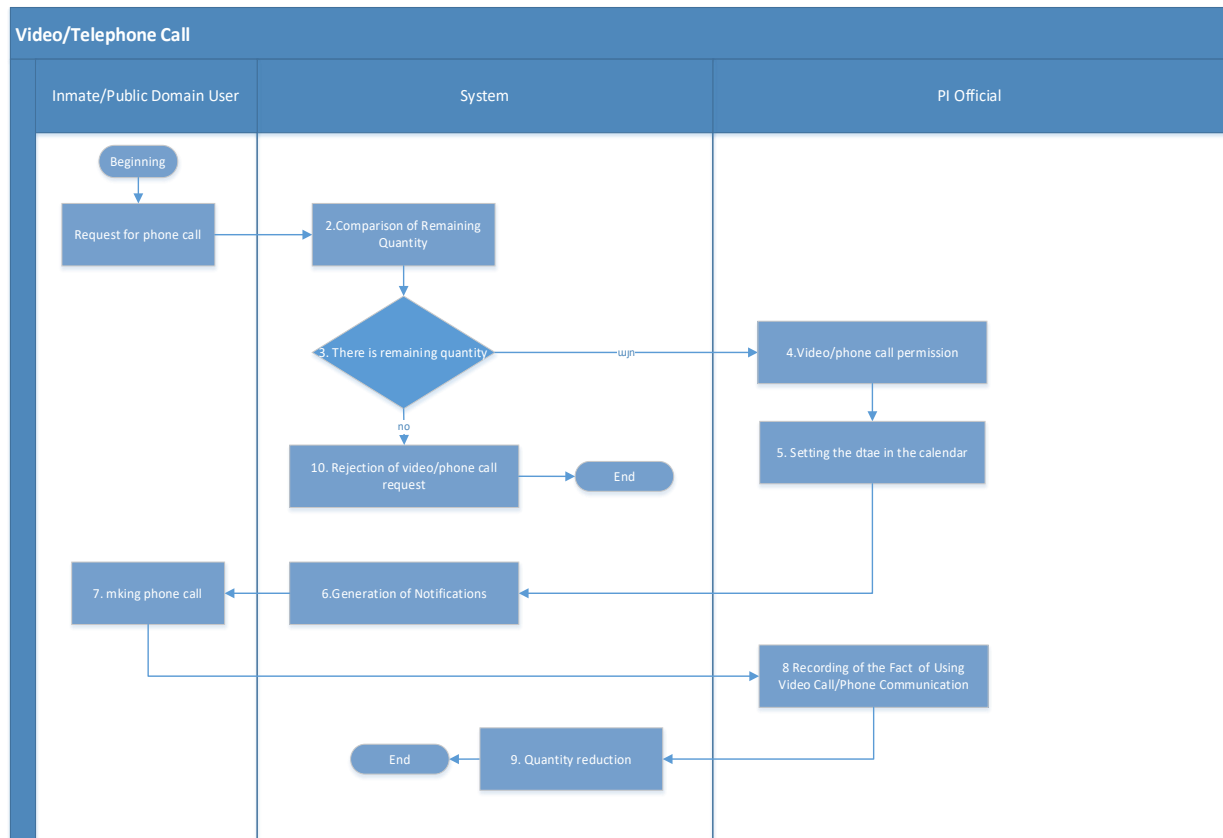
Summary of the process of handing over parcels

1. The user authorized to transfer a parcel physically presents the parcel to the PI.
2. PI officer responsible for parcel registration locates the request and records the actual weight of the parcel.
3. The inmate receiving the parcel confirms its receipt through the system interface.
4. The system automatically deducts the amount from the inmate's available balance.
5. The request is automatically marked as "delivered" in the system.

The system should have the function for the authorized officer to record the attempt of handing the prohibited goods and interrupting the process.

1.2.1.1.11. Video Call/Telephone Calls

The process of handling video/telephone call requests

Figure 17 - The process of handling video/telephone call requests

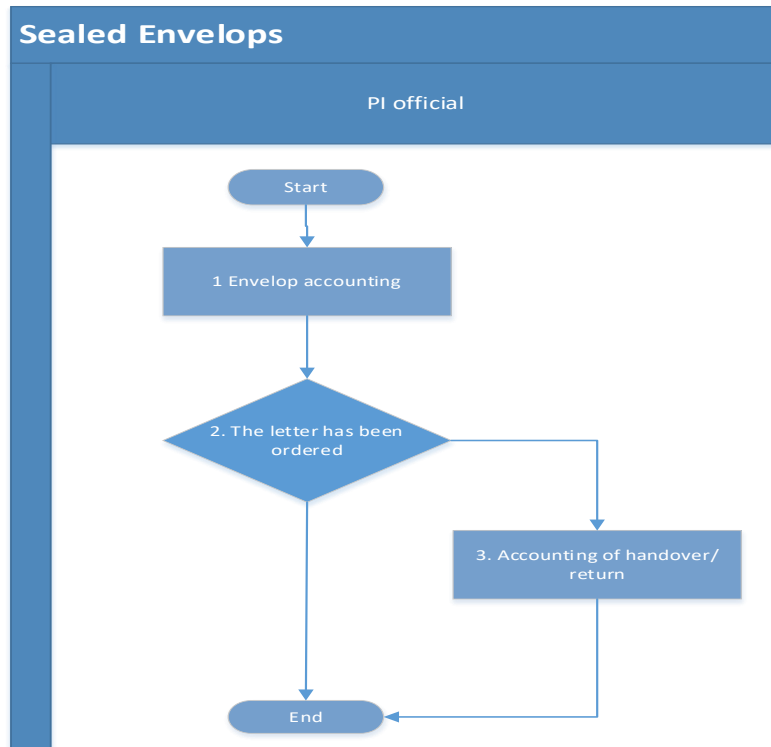
Summary of the process of handling video /telephone call requests

1. The inmate or a public domain user submits a request for video/telephone call.
2. The system compares and displays the available balance of video/telephone call for the inmate for the given time period.
3. If a balance is available, the next step is performed; otherwise, step 10 is executed.
4. The PI employee member approves the video/telephone call.
5. The PI employee member schedules the date and time for the video/telephone call in the calendar.
6. The system automatically sends a message to the participants with the details of the video/telephone call.
7. The inmate conducts the video call (which may be carried out within or outside the system via compatible devices).
8. After the video/telephone call ends, the relevant PI officer records the collected data and the total duration in the system.
9. The system logs the fact that the communication right has been used (if measurable quantities are defined, the system automatically makes deductions).
10. The request to use video/telephone call is denied.

1.2.1.1.12. Registering Sealed Envelopes/Parcels/Packages

The Process of Registering Sealed Envelopes/Parcels/Packages

Figure 18 - The Process of Registering Sealed Envelopes/Parcels/Packages

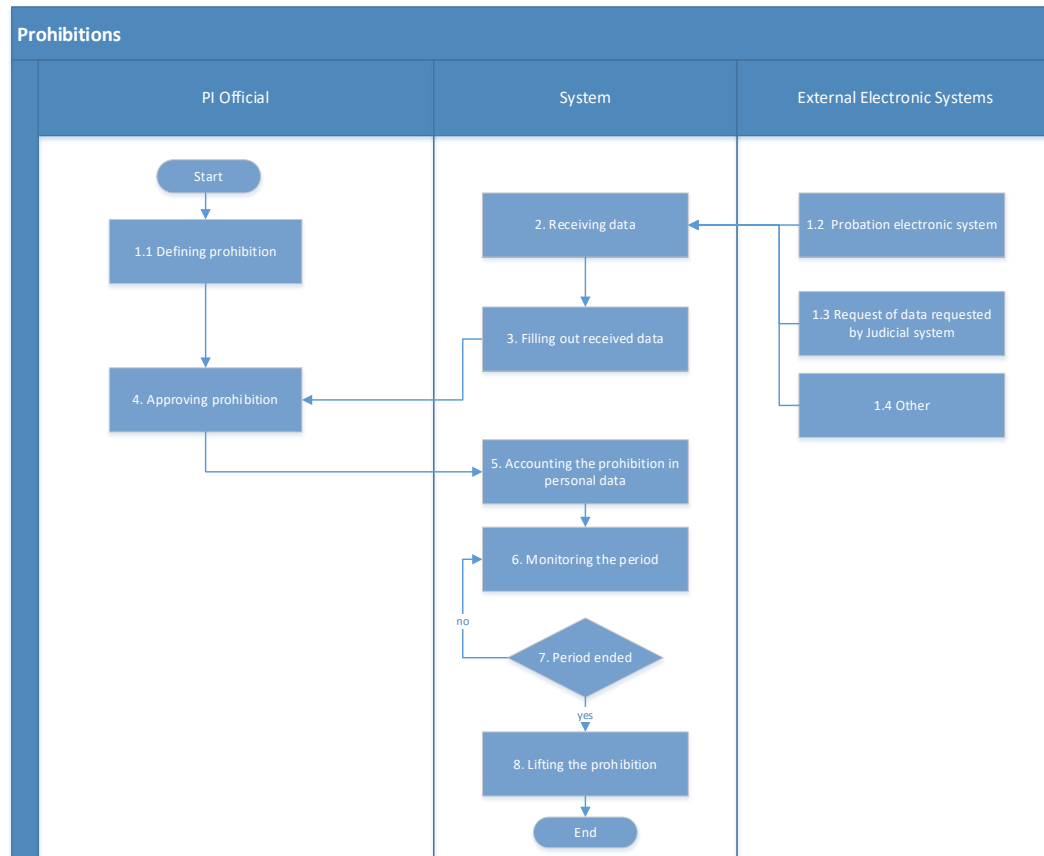


Summary of The Process of Registering Sealed Envelopes/Parcels/Packages

1. Upon receiving a sealed envelope, PI officer registers it in the system.
2. If the letter is marked as registered, step 3 is performed; otherwise, the letter registration process is completed.
3. PI officer registers in the system the date of delivery or, in case of non-delivery, the fact and date of the envelope's return.

1.2.1.1.13. Prohibitions

The Process of Applying Prohibitions

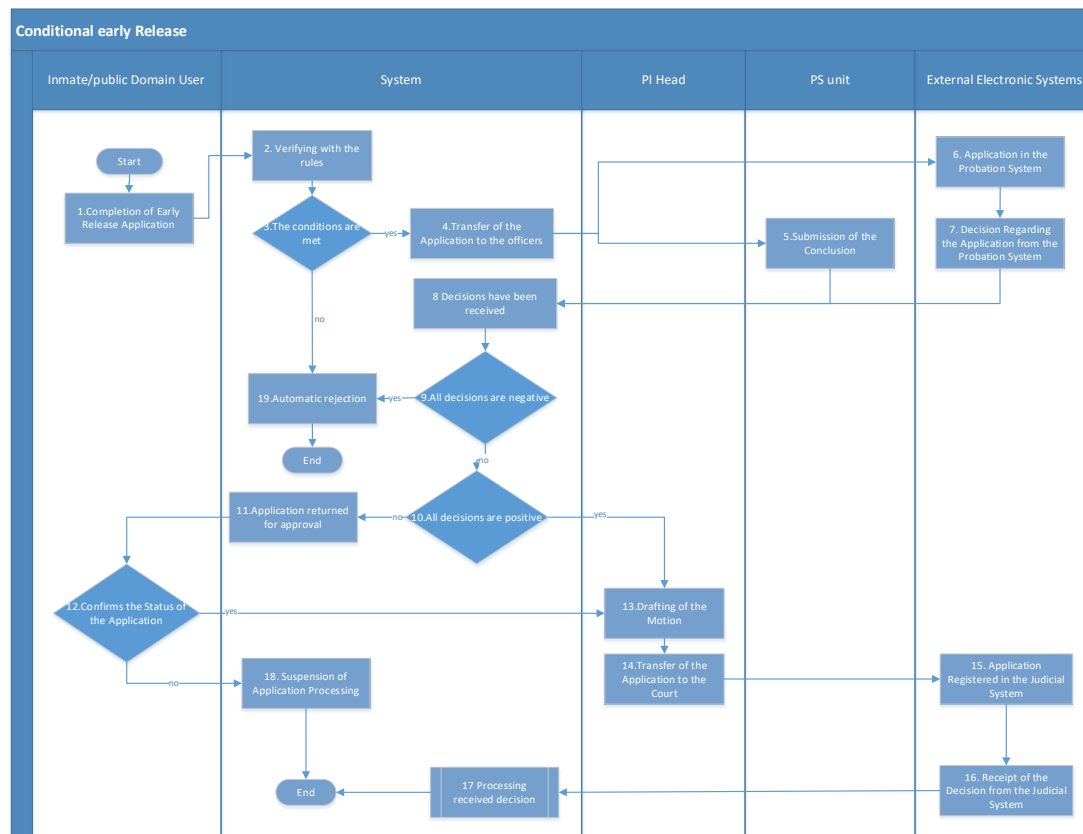
Figure 19 - The Process of Applying Prohibitions*Summary of The Process of Applying Prohibitions*

1. A decision to impose a prohibition has emerged in the system, along with relevant data.
 - 1.1. the prohibition decision has been made by a PI officer;
 - 1.2. electronic system of probation;
 - 1.3. electronic system of judicial authorities;
 - 1.4. other authorities implemented through the Interoperability Module.
2. The system receives the transmitted data through Interoperability Module.
3. The received data is filled in the relevant fields in the interface.
4. PI officer instructs to confirm the prohibition.
5. Data regarding the prohibition is recorded in the corresponding section of the inmate's personal data.
6. The system monitors the duration of the prohibition's effectiveness.
7. If the prohibition period has expired, the next step is executed; otherwise, return to step 6.
8. The system automatically removes the prohibition. This action is recorded in the inmate's personal data.

1.2.1.1.14. Conditional Early Release

The Process of Processing the Application for Conditional Early Release

Figure 20 - The Process of Processing the Application for Conditional Early Release



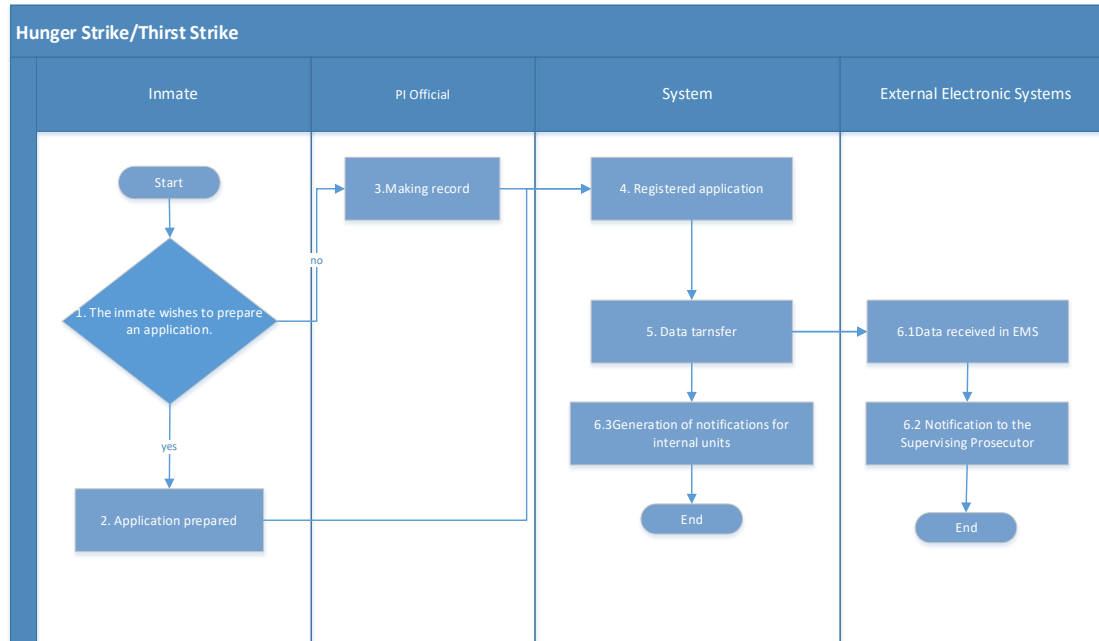
Summary of the Process of Processing the Application for Conditional Early Release

1. The inmate or a user identified in the public domain (with the corresponding authorization provided by the inmate) submits a request for conditional early release. The inmate must be notified about the possibility of applying within the legally established timeframe based on the opportunities identified through the alignment of rules in the system.
2. The system automatically conducts a matching process with the regulated rules.
3. If all eligibility conditions are met as a result of the rule matching, the next step is executed; otherwise, proceed to step 19.
4. The application is forwarded to the relevant PI and external responsible divisions.
5. The authorized officer from the correctional facility presents a report.

6. The application is recorded in the electronic system of the Probation Service.
7. A report is received from the probation system.
8. The system checks for the presence of reports and matches their results.
9. If all positions are negative, proceed to step 19; otherwise, the system moves to the next step.
10. If all positions are positive, the system proceeds to step 14; otherwise, it moves to the next step.
11. In the case of one positive and one negative conclusion, the application is redirected to the inmate's area to confirm the further processing of the application.
12. If the applicant confirms the request to continue the processing of the application, the next step is executed; otherwise, the system proceeds to step 18.
13. The head of the PI prepares a decision and motion to present the issue of early release to the court.
14. The head of the PI submits the request for early release to the court along with all accompanying materials.
15. The application is registered in the judicial system.
16. The decision regarding the application is returned from the judicial system.
17. The processing of the application is considered complete, with subsequent actions carried out in accordance with the court's decision.
18. The processing of the application is terminated, and a corresponding active link is reflected in the inmate's personal file.
19. The application is automatically rejected, and a corresponding active link is reflected in the inmate's personal file.

1.2.1.1.15. Hunger Strike, Thirst Strike

The Process of Registering Hunger/Thirst Strikes

Figure 21 - Process of Registering Hunger/Thirst Strikes

Summary of the Process of Registering Hunger/Thirst Strikes

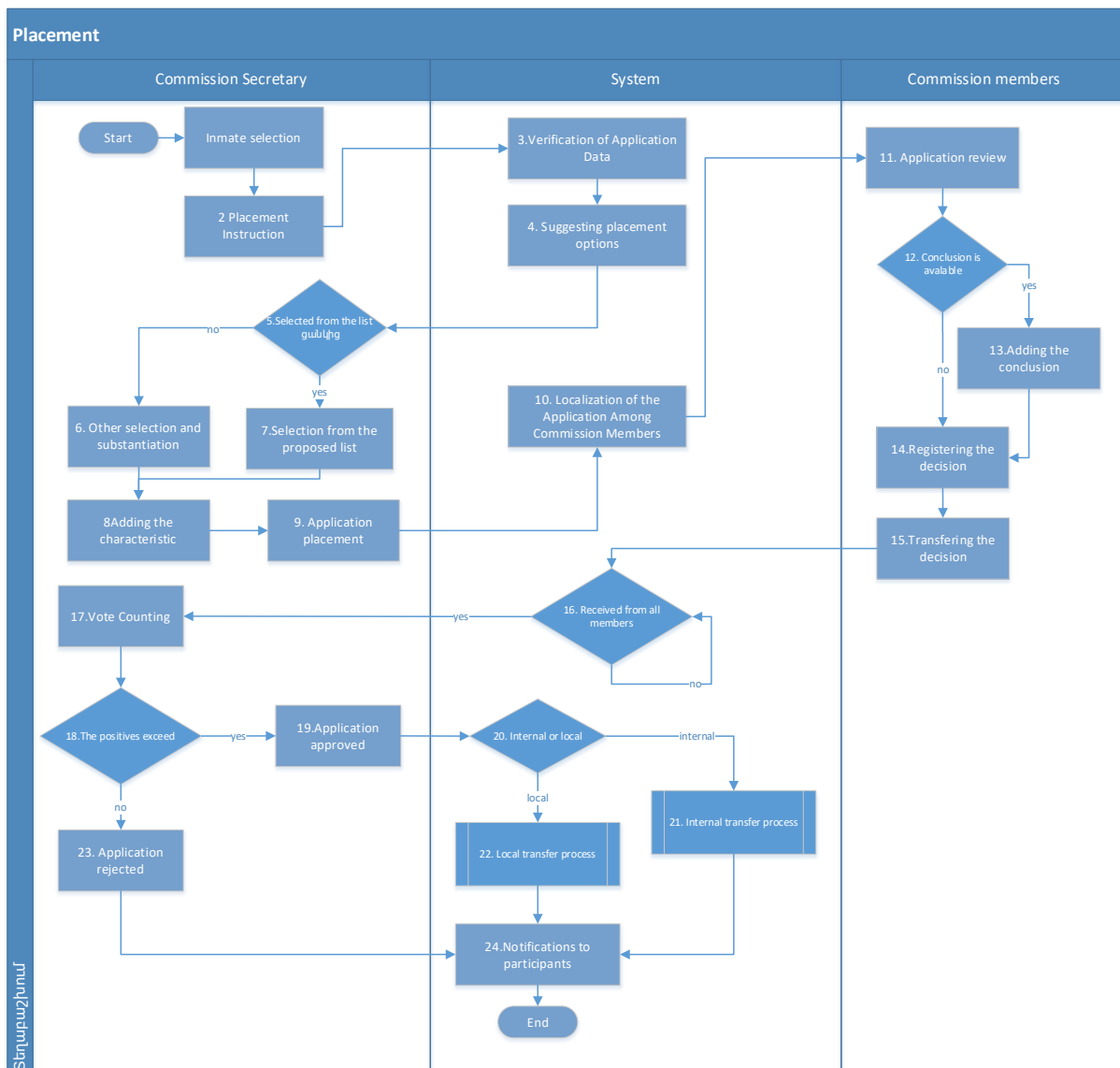
1. There is a circumstance of hunger strike/thirst strike. If the declaring inmate wishes to fill out an application, the next step is executed; otherwise, the system proceeds to step 3.
2. The inmate fills out the application regarding the initiation of the hunger strike/thirst strike. The system proceeds to step 4.
3. The fact of the hunger strike/thirst strike is registered by PI officer.
4. The application is registered in the system.
5. Relevant information is transmitted to the appropriate divisions.
 - 5.1. The application is forwarded to the EMS system via the Interoperability Module as described.
 - 5.2. The supervising prosecutor is notified about the fact of the hunger strike/thirst strike through interoperability.
 - 5.3. Internal divisions receive automated notifications regarding the incident.

1.2.1.1.16. Placement

This section should present data regarding the allocation of the inmate. The need for placement arises at the moment when the court's decision becomes final and unappealable. The system records the change in the inmate's status from detainee to convict. Only in this case does the placement section become active in the convict's data, and relevant users are authorized to carry out the placement process.

Regardless of the fact that this section is included in the "Personal Data" management module, it must have exclusively operational access, and access for officers is managed by the user management module as described by the defined attributes, in accordance with the management principle.

Placement Management Process

Figure 22 - Placement Management Process

Summary of the Placement Management Process

1. The secretary of the placement commission of the penitentiary institution/the officer of the responsible division selects an inmate in the system who, according to the enforceable court decision, must be placed in the relevant PI.
2. The secretary of the placement commission of the penitentiary institution / the officer of the responsible division issues a placement instruction.
3. The system performs a data matching of the inmate with the rules established in the system.

4. As a result of the matching, the system generates and displays in the user interface a list of PIs that most closely match the criteria for the transfer of that inmate. This list is recorded in the application and maintained as historical data.
5. If the secretary of the placement commission of the penitentiary institution / the officer of the responsible division decides to select the PI proposed by the system or from the list of PIs, they proceed to step 7; otherwise, the next step is carried out.
6. The secretary of the placement commission of the penitentiary institution / the officer of the placement division activates the list of PIs specified in the Virtual PI Module by marking a special checkbox and selects a PI that differs from the proposed list. When selecting another PI, a notes/justification field is also activated, where the decision is substantiated.
7. The secretary of the placement commission of the penitentiary institution / the officer of the placement division selects the PI proposed by the system or from the list of PIs. One spot is "frozen" in that PI.
8. The secretary of the placement commission of the penitentiary institution / the officer of the placement division adds a profile for the inmate.
9. The secretary of the placement commission of the penitentiary institution / the officer of the placement division instructs the placement of the finalized application among the members of the Commission.
10. The system localizes the placement application in the working environment of the Commission member (if interoperability exists, in the electronic system of the corresponding authority). Users receive notifications.
11. Each member of the Commission reviews the placement application.
12. If a Commission member wishes to submit a conclusion attached to their decision, the next step is carried out; otherwise, the system proceeds to step 14.
13. A Commission member adds a conclusion.
14. A Commission member notes and records their decision.
15. A Commission member instructs the transfer of the final decision and conclusion (if attached). The decision is validated with an electronic signature.
16. The system automatically performs a check upon the receipt of each decision. If all members of the Commission have submitted their decisions, the next step is carried out; otherwise, the process of waiting for the missing decisions continues.
17. The secretary of the Commission calculates the votes received regarding the application.
18. If the majority of the received votes are positive, the next step is carried out; otherwise, the system proceeds to step 23.
19. The secretary of the allocation commission of the penitentiary institution / the officer of the responsible division confirms the allocation application.
20. If based on the allocation decision the inmate is to remain in the same PI, step 22 is executed; if they need to be transferred to another PI, step 21 is executed.
21. The subsequent actions in the system are carried out according to the procedure described in point 1.2.1.1.8. "Local Transfers".

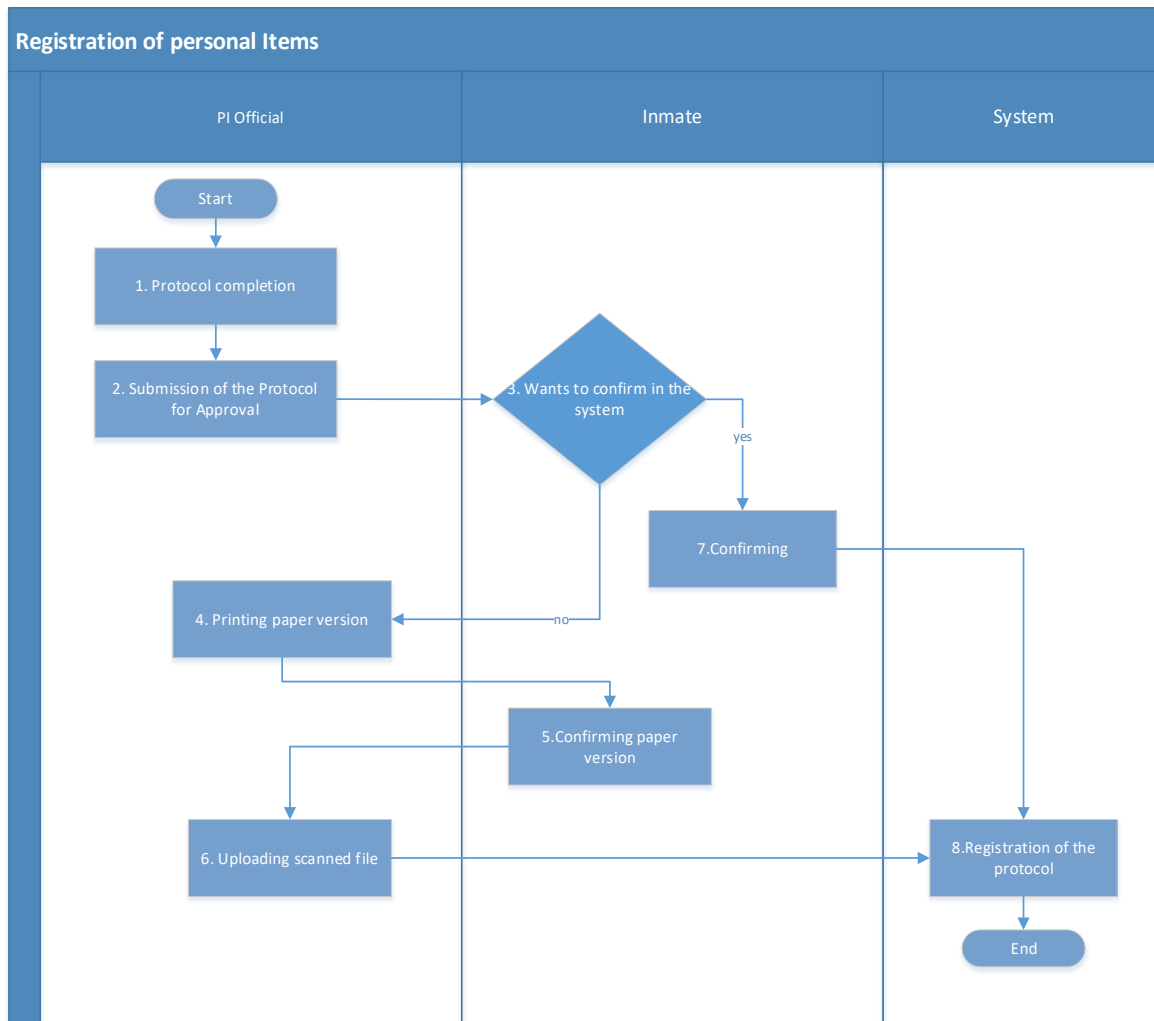
22. The subsequent actions in the system are carried out according to the procedure described in point 1.2.1.1.8. "Internal Transfers".
23. The application process is rejected, the inmate's status in the system remains "pending allocation," and the application returns to "Start." The above allocation function must be repeated until the allocation is confirmed. The application is recorded historically.
24. All participants receive organized notifications.

1.2.1.1.17. Personal Items

During the registration of an inmate in the PI, if they have not been transferred from another PI, the inventory of their clothing and personal items is carried out.

Process for Registration of Personal Items

Figure 23 - Process Registration of Personal Items



Summary of the Process for Registration of Personal Items

1. The responsible officer of the penitentiary institution fills out a report regarding the inventory of the inmate's clothing and personal items in the system.
2. After confirmation, the PI employee member offers the inmate to validate the authenticity of the list in the system by pressing a special instruction button.

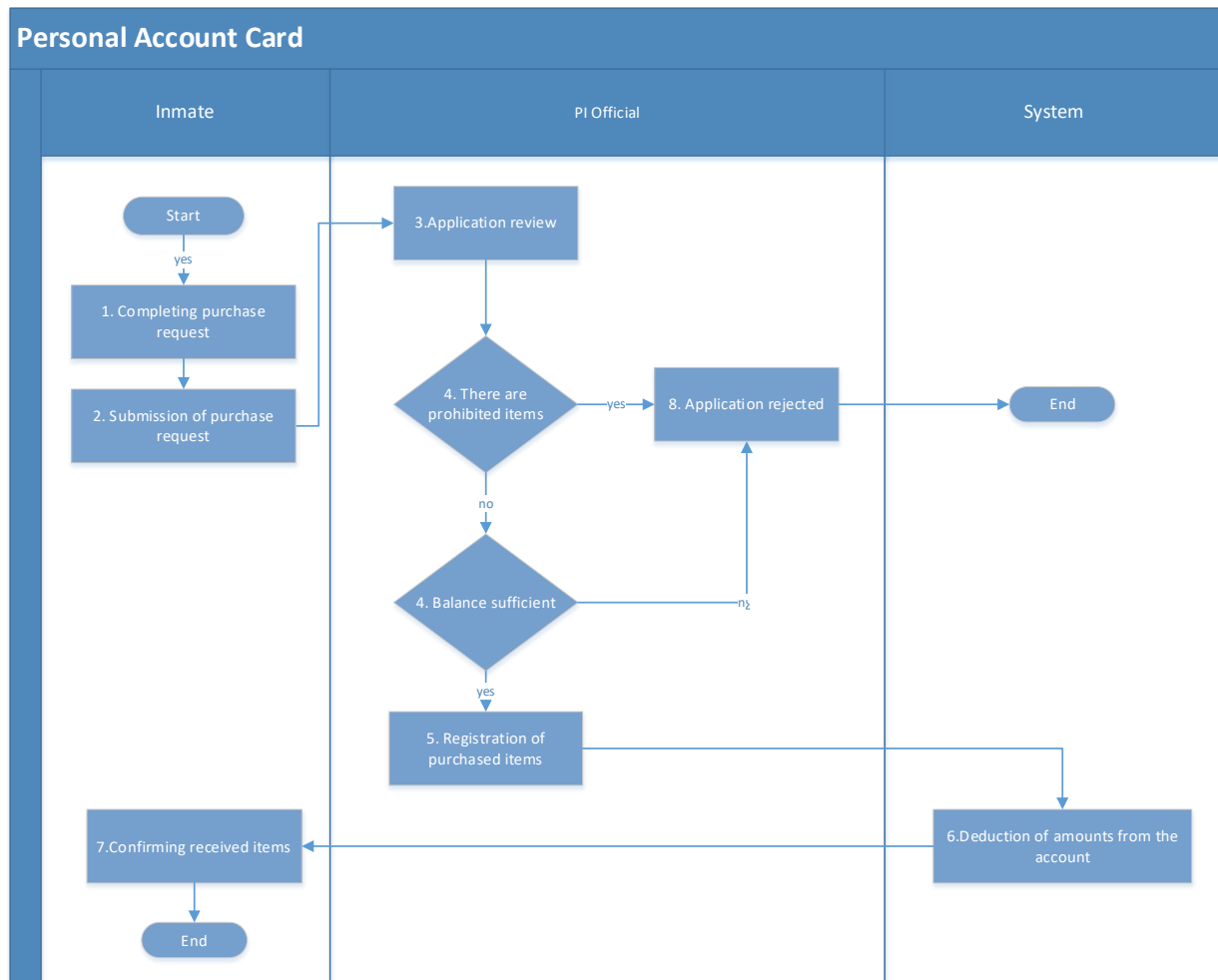
3. If the inmate agrees to confirm the report in the system, step 7 is executed; otherwise, the next step is carried out.
4. The PI employee member instructs the system to generate a printed form where all entered items are reflected.
5. The inmate signs the paper version of the report.
6. The PI employee member uploads the scanned document into the system, filling in the necessary details. Transition to step 8 is made.
7. The inmate clicks the Confirm instruction in the system.
8. The report receives a final status.

1.2.1.1.18. Personal Account

The inmate is provided with the opportunity to maintain a personal account, which can be used to purchase food and essential items. This personal account is managed by the accountants of the Penitentiary Institutions, who record the funds deposited into the PI's deposit account on the inmate's personal account card, specifying the grounds for each transaction in the transfer purpose field. During Phase 1 implementation, the Supplier should analyze the current situation and propose potential solutions for automating and digitizing this process, including managing supplier price lists, fulfilling orders, and maintaining accounts, in coordination with the Purchaser.

Management of the personal account card and execution of purchases.

Figure 24 - The Process of Management of Personal Account Card and Execution of Purchases.



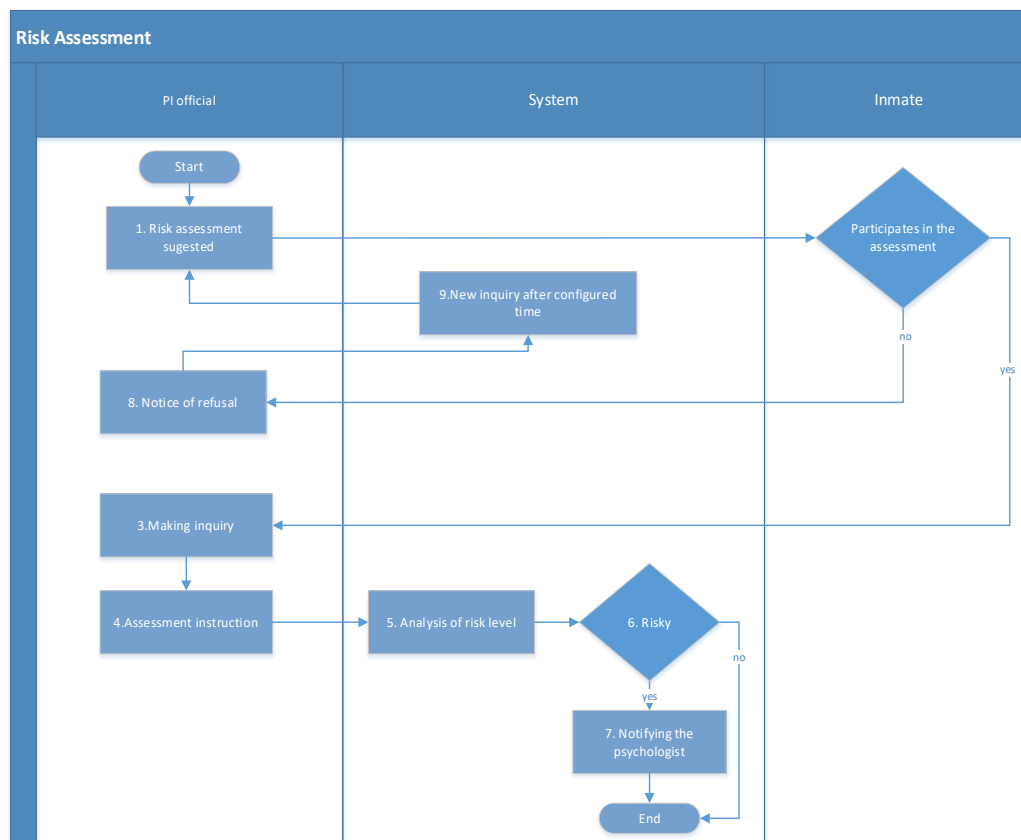
1. The inmate fills out a request for the procurement of goods in the system, specifying the required items and quantities.
2. The inmate instructs the submission of the request.
3. The PI official reviews the request.
4. If the list of items includes prohibited goods, the process moves to step 8; otherwise, the next step is carried out.
5. If the total of the items listed exceeds the account balance, the process moves to step 8; otherwise, the next step is executed.
6. The PI official enters the quantities acquired and the actual amount spent for each item in the request based on the actual purchase. If necessary, a scanned copy of the receipt is also uploaded. The items are physically handed over to the inmate.
7. The system brings the request to a completed status and deducts the corresponding amount from the inmate's personal account balance.
8. The inmate confirms the receipt of the items transferred via the request in the system by clicking the appropriate instruction. The request is registered as an active link in the inmate's account as a basis for the withdrawal of funds.

1.2.1.1.19. Risk Assessment

The PI conducts a risk and needs assessment for newly admitted or transferred inmates, evaluating risks of suicide and self-harm, as well as mental health risks. To reflect the results in the system, it is necessary to assess the interoperability possibilities with the PMC electronic medical system during the system's development. In accordance with the current legislative regulations, it will be necessary to implement tools for risk and needs assessment and corresponding individualized sentencing planning, which have not yet been clearly defined. The assessment of suicide and self-harm risks is also conducted periodically throughout the inmate's stay in the PI or based on received information. In cases of assessing suicide and self-harm risks, the system must also have the capability to develop a risk management plan based on the assessment results, or if necessary, without them, with appropriate accessibilities.

The Process of Risk Assessment

Figure 25 - The Process of Risk Assessment



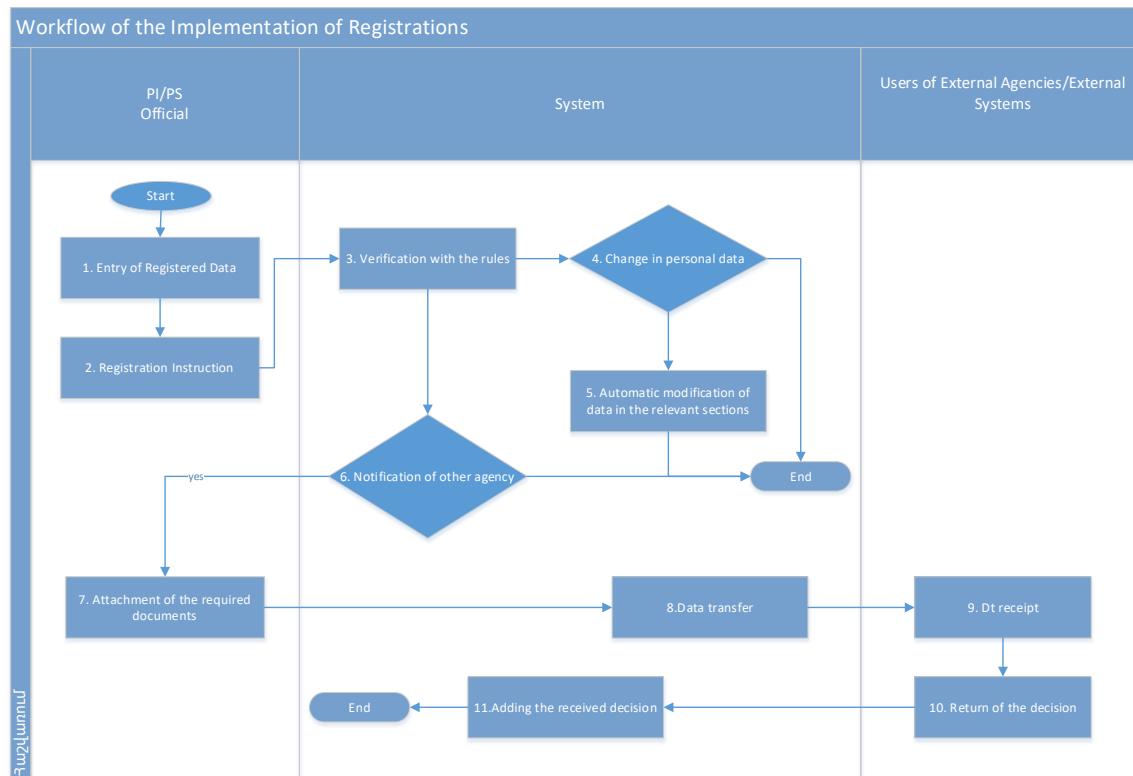
Summary of the Process of Risk Assessment

1. PI officer offers the offender to undergo a risk assessment by selecting answers to the questions included in the relevant electronic questionnaire.
2. If the offender wishes to proceed with the assessment, the process moves to the next step; otherwise, it proceeds to step 8.
3. PI officer fills out the questionnaire. The questionnaire is pre-configured in reference tables by the system administrator. Possible answers and their associated risk weights are also predefined for each question.
4. After collecting the responses to the questions, the PI officer instructs the execution of the assessment.
5. The system generates the sum of all response weights and compares it with the risk scale configured by the system administrator.
6. If the risk level for the offender is assessed as high, the process moves to the next step; otherwise, the data is archived in the system, and no further actions are taken.
7. A notification is sent to the PI psychologist regarding the presence of an offender with a high-risk level. The psychologist's work is not formalized and is outside the scope of the system. During the system development phase, the Purchaser needs to clarify what data will be entered into the system if an in-depth assessment is conducted and its results are provided.
8. PI officer records the refusal of the assessment in the system.
9. The system changes the offender's status to "not assessed." It automatically monitors the scheduled time for re-assessment. When the re-assessment time approaches, the relevant employees receive automatic notifications.

1.2.1.2. Registration module

The system must include a module designed for managing accounting records. The system must provide the capability to ensure the storage and processing of recorded data related to various operations carried out in the penitentiary system (PS/PI) or triggered by certain circumstances. These records will allow the Penitentiary Service to conduct analyses on the effectiveness and operational efficiency of functions performed within different Penitentiary Institutions. The system must also be able to generate report forms in the prescribed format and layout with a single command.

Workflow of Functions Performed by the Registration Module

Figure 26 - Workflow of Functions Performed by the Registration Module

A Brief Description of the Data Processing Procedure for Information Subject to Registration in the System

1. PI officer fills in the information based on the nature of the process being recorded.
2. The user instructs the registration.
3. The system cross-references the entered data with the validation rules configured in the Rules Management Module according to the type of recorded operation. Simultaneously, steps 4 and 6 are executed.
4. The system checks if there are any data in the personal information that need to be modified. If yes, the process proceeds to the next step; otherwise, no further actions are taken.
5. The system automatically makes the necessary changes to the relevant sections of the personal information, keeping a historical record of these modifications.
6. The system checks whether the nature of the recorded operation requires notification to other agencies. If notification is needed, the process proceeds to the next step; otherwise, no further actions are taken.
7. PI officer, if necessary, attaches additional documents in the required format, then instructs the transmission, or if necessary, the attachments are sent automatically.

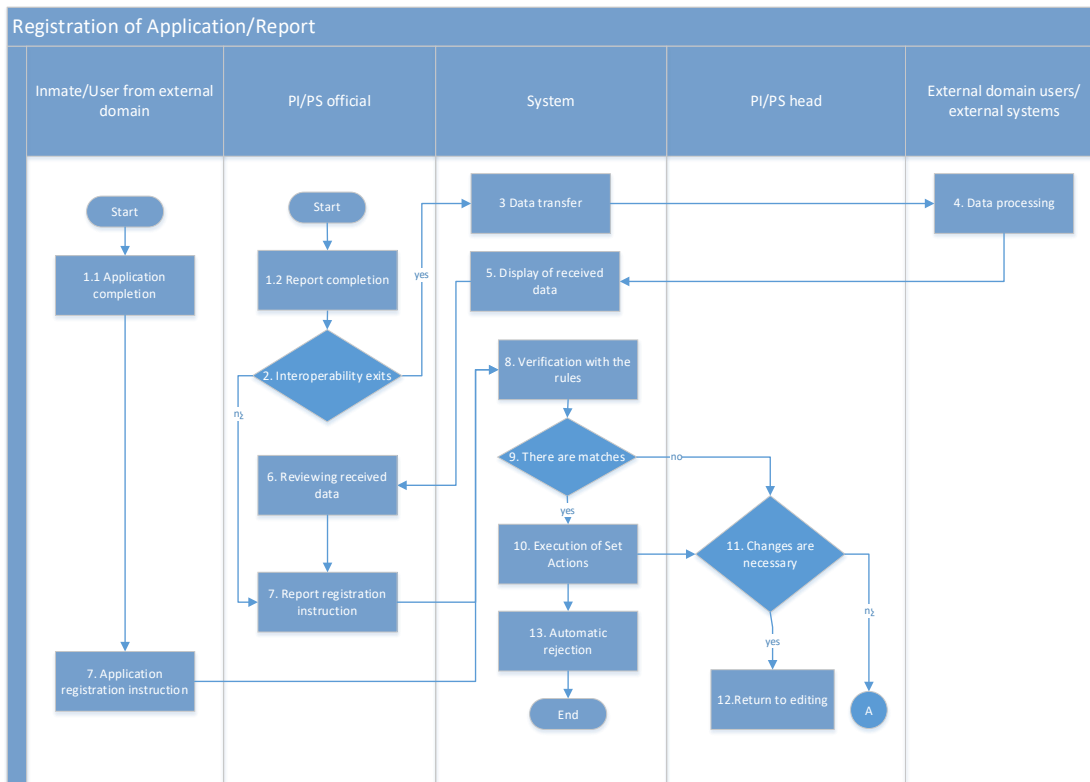
8. The system transfers the recorded information and documents to the external agency's electronic system via the interoperability module.
9. The external agency receives the submission and confirms receipt.
10. The external system, if necessary, for monitoring the recording process or other logical applications, sends feedback information.
11. The system saves the received information attached to the case. The case process is completed.

1.2.1.3. Application/Reports and Document Management Module

The system must include a module for managing reports and applications/complaints, which will facilitate the electronic flow of documents circulated during the execution of internal business processes within the penitentiary/PI and, if interoperability is possible, also external business processes. Access to the module must be provided from both internal and public domains, taking into account the necessary access and permissions required for its development while ensuring compliance with strict security procedures.

Below is a brief description of the processes managed by the module, based on the roles and sequence of actions.

Workflow for Registration Process of an Application/Report

Figure 27 - Registration Process of an Application/Report

Summary of the Registration Process of an Application/Report

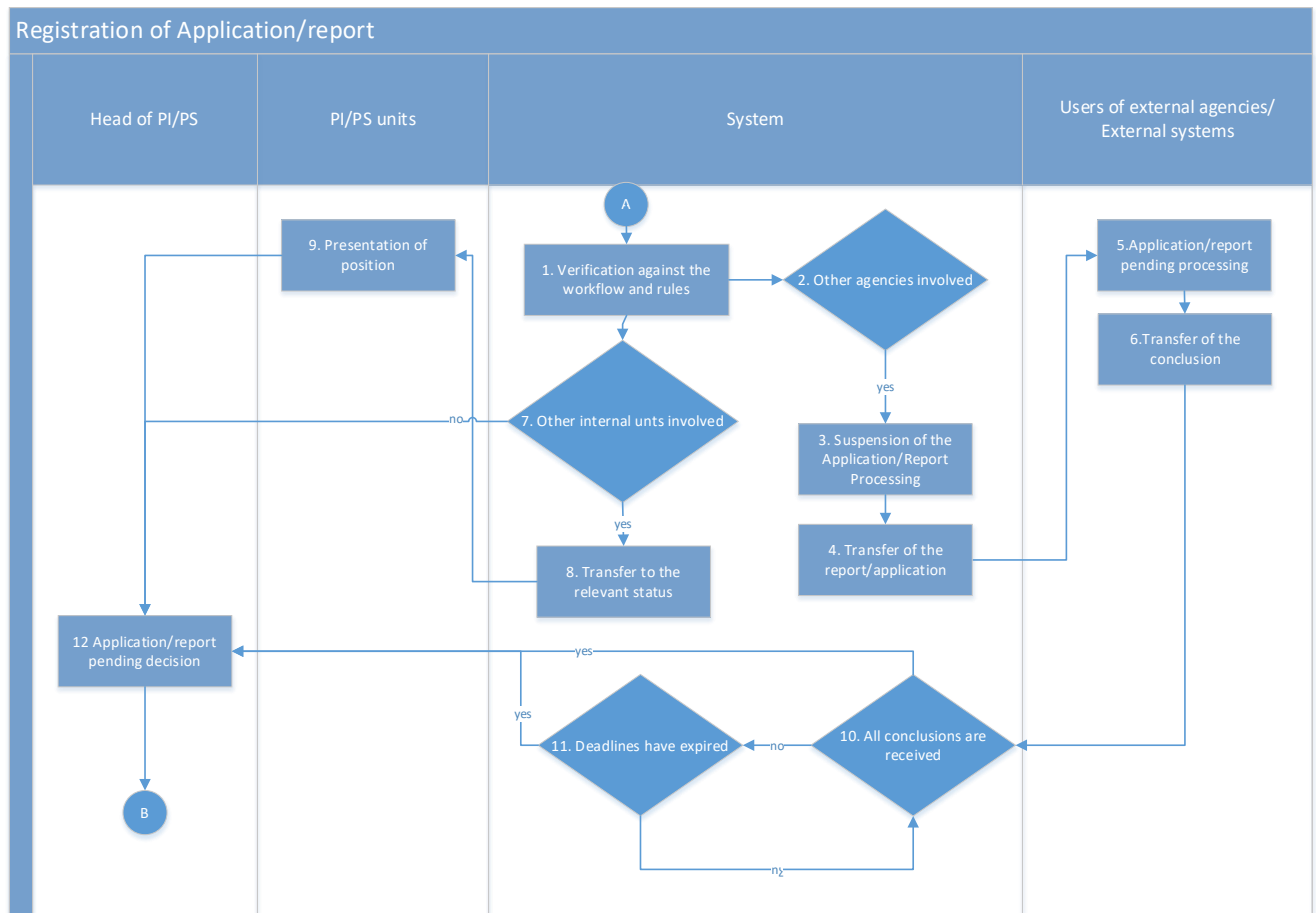
1. Document Completion:
 - 1.1. The offender or a public domain user (including the lawyer) fills out the application.
 - 1.2. PI officer fills out the report.
2. If there is data that can be obtained through interoperability with external systems, the process proceeds to the next step; otherwise, the necessary data is manually entered, and the process moves to step 7.
3. The system, via the Interoperability Module, sends requests to the relevant external agencies' electronic systems to retrieve the necessary data.
4. In response to the request, the external systems provide the required data in the specified format and layout.
5. The system displays the received data in the appropriate non-editable and editable fields of the interface.
6. The officer who made the request reviews the data and, if necessary, modifies the editable fields.
7. The user instructs the registration of the application/report.
8. The system cross-references the entered data with the validation rules configured in the Rules Management Module according to the type of application/report.

9. If there are matches during the cross-referencing process, the next step is performed; otherwise, the process moves to step 11.
10. The predefined actions based on the matches are executed, such as displaying relevant messages, modifying data, etc. If grounds for automatic rejection are identified, the process moves to step 13.
11. The application/report becomes editable for the PI head. If modifications are required, the next step is performed; otherwise, the process moves to the application/report processing workflow.
12. The PI head instructs the editing of the application/report. The process returns to step 1.
13. The system automatically rejects the application/report, stating the reasons configured in the rejection rule. Relevant notifications are sent to all participants. The application/report process is concluded.

Where appropriate, the system should include functions of the responsible duty officer.

Workflow for the development of the application/report

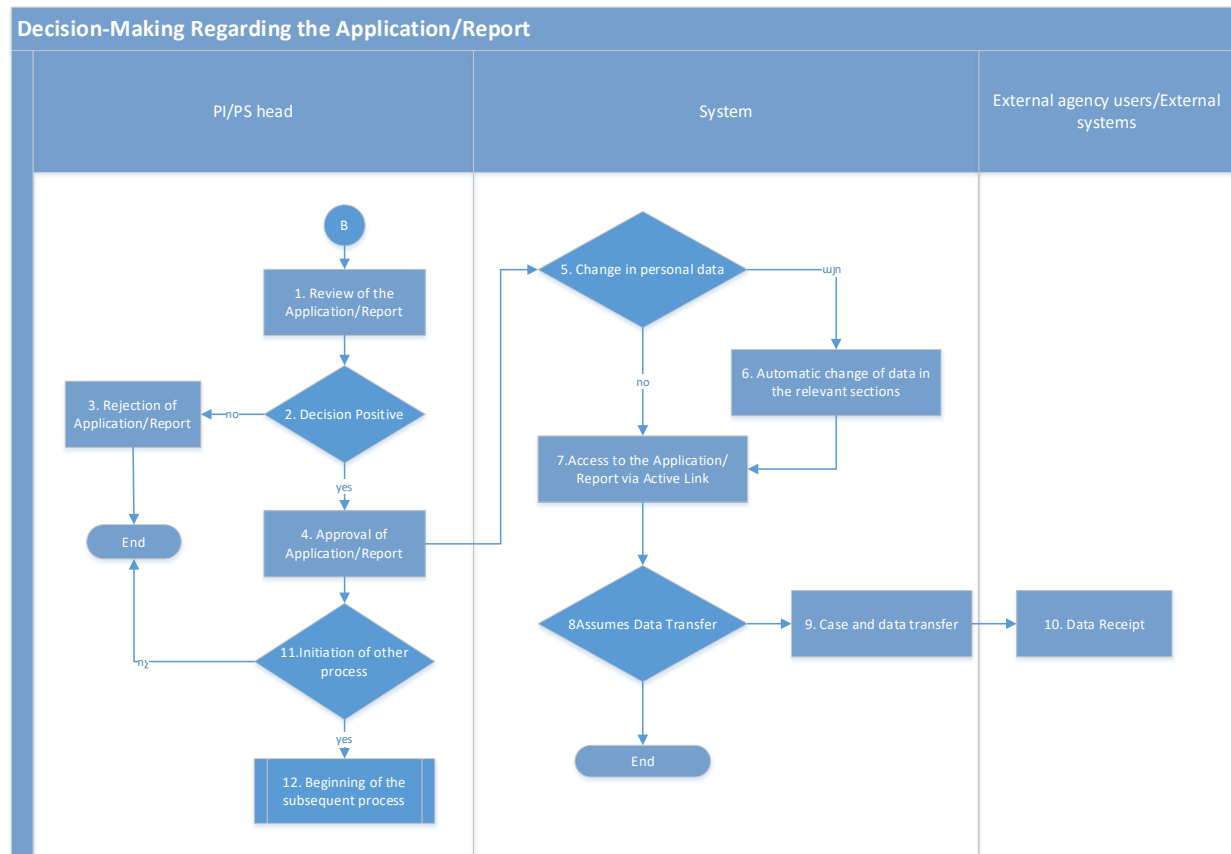
Figure 28 - Process for the development of the application/report



Summary of the Process for the Development of the Application/Report

1. The system matches the data of the registered application/report with the workflow management rules. At the same time, steps 2 and 7 are performed.
2. If officers from an external agency are involved in the application/report development process, the next step is carried out; otherwise, the system proceeds to step 7.
3. The system suspends the processing of the application/report until a conclusion/decision is received from the external agency.
4. The system, through the Interoperability Module, forwards the application/report to the electronic system of the external agency.
5. The external agency receives the application/report and confirms this fact.
6. The external system sends the prepared conclusion/decision.
7. If other divisions are involved in the application/report development process, the next step is performed; otherwise, the system proceeds to step 12.
8. The system localizes the application/report in the personal domain of the responsible officer. The application/report receives the appropriate status.
9. The officers of the responsible division of the PS/PI add their conclusions/decisions in the system.
10. The system periodically checks whether all required conclusions have been submitted. If not all conclusions have been submitted, the next step is performed; otherwise, it proceeds to step 12.
11. The system checks whether the deadlines for submitting the required conclusions, regulated by the administrator in the system, have been met. If the deadlines have expired, the next step is carried out; otherwise, it returns to step 10.
12. The system assigns the appropriate status to the application/report, and it becomes editable for the head of the PS/PI.

Workflow for the Decision-Making Regarding the Application/Report.

Figure 29 - Decision-Making Regarding the Application/Report

Summary of the Decision-Making Regarding the Application/Report

1. The head of the PS/PI reviews the application/report.
2. If a positive decision is made regarding the application/report, the process moves to step 4; otherwise, the next step is taken.
3. The head of the PS/PI issues a directive to reject the application/report, stating the reasons for the rejection. The process of the application/report is concluded.
4. The head of the PS/PI issues a directive to approve the application/report, specifying the information related to its content. At the same time, steps 5 and 11 are performed.
5. The system checks for the presence of data subject to modification in personal data. If so, the next step is taken; otherwise, the process moves to step 7.
6. The system automatically modifies the data in the relevant sections of the personal data with their historical records.
7. The completed process reflects the application/report in the personal data of the inmate as an active link.

8. The system checks whether it is necessary to transfer the approved application/report to the external agency. If transfer is necessary, the next step is taken; otherwise, the process of the application is concluded.
9. According to the regulated rules and workflow in the system, the application/report and processed information are transferred to external systems.
10. The received data is processed by external systems.
11. The system checks whether the approved application/report serves as the basis/trigger for the initiation of another process. If there is a need to initiate subsequent processes, the next step is taken. Regardless of the execution of this step, the process of the application is concluded.
12. New processes arising from the approval of the application/report are initiated as automated actions.

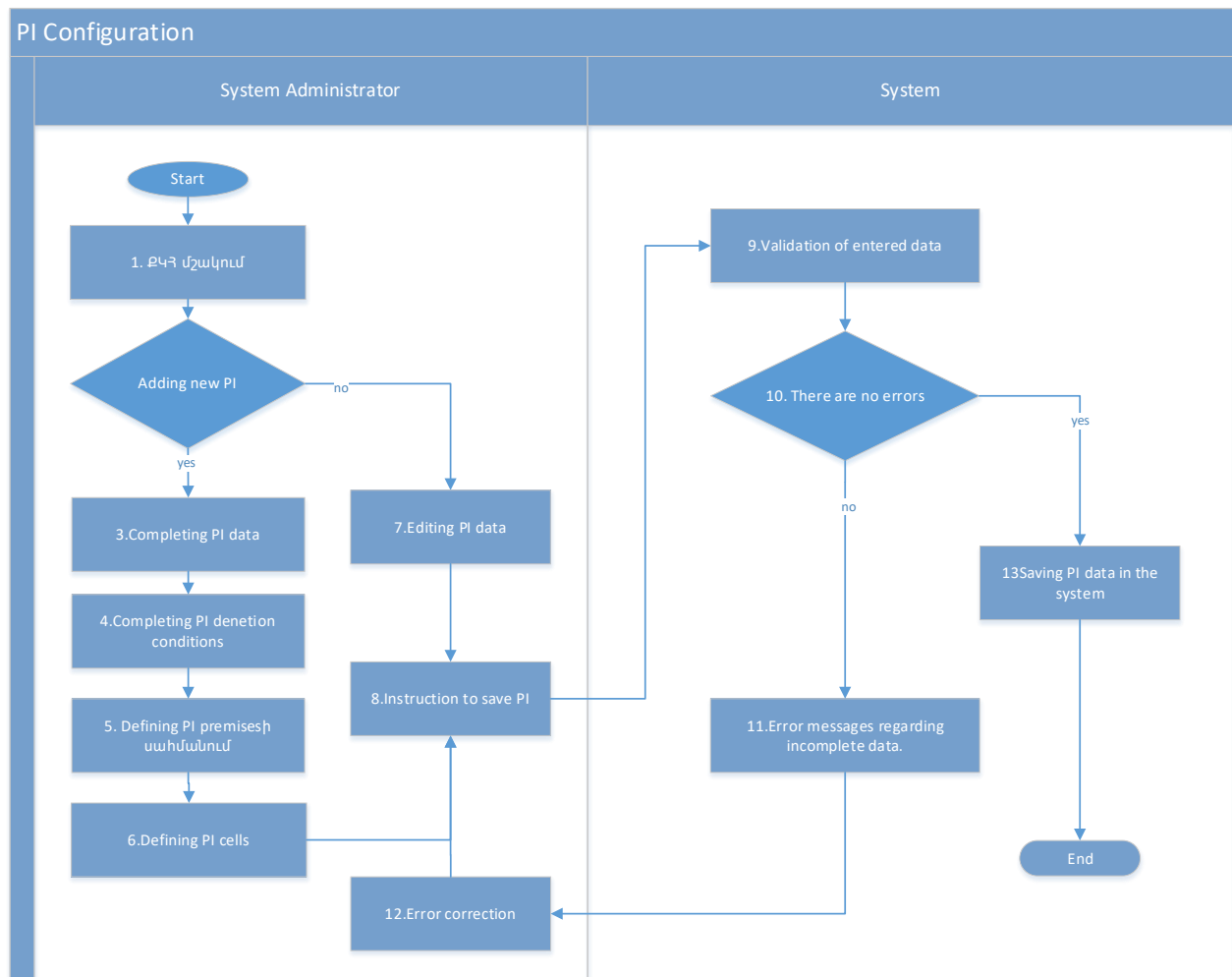
1.2.1.4. Virtual PI Management Module

This module enables the virtual management of the PI structure. It allows for the addition of buildings, facilities, floors, their structures, cells (accommodations), storage places, their types, and, if available, other separations and characteristics. At the same time, this module specifies the mode intended for the cell, the conditions of storage, and any restrictions. Other informational details are also included. The system performs the following functions:

- Creation, editing, and management of virtual PIs
- Editing and management of cells
- Implementation of automated actions during the allocation and transfer processes, decision-making, and generation of advisory instructions
- Extraction of historical data through reports.

Virtual PI Configuration Process

Figure 30 - Virtual PI Configuration Process



Summary of the Virtual PI Configuration Process

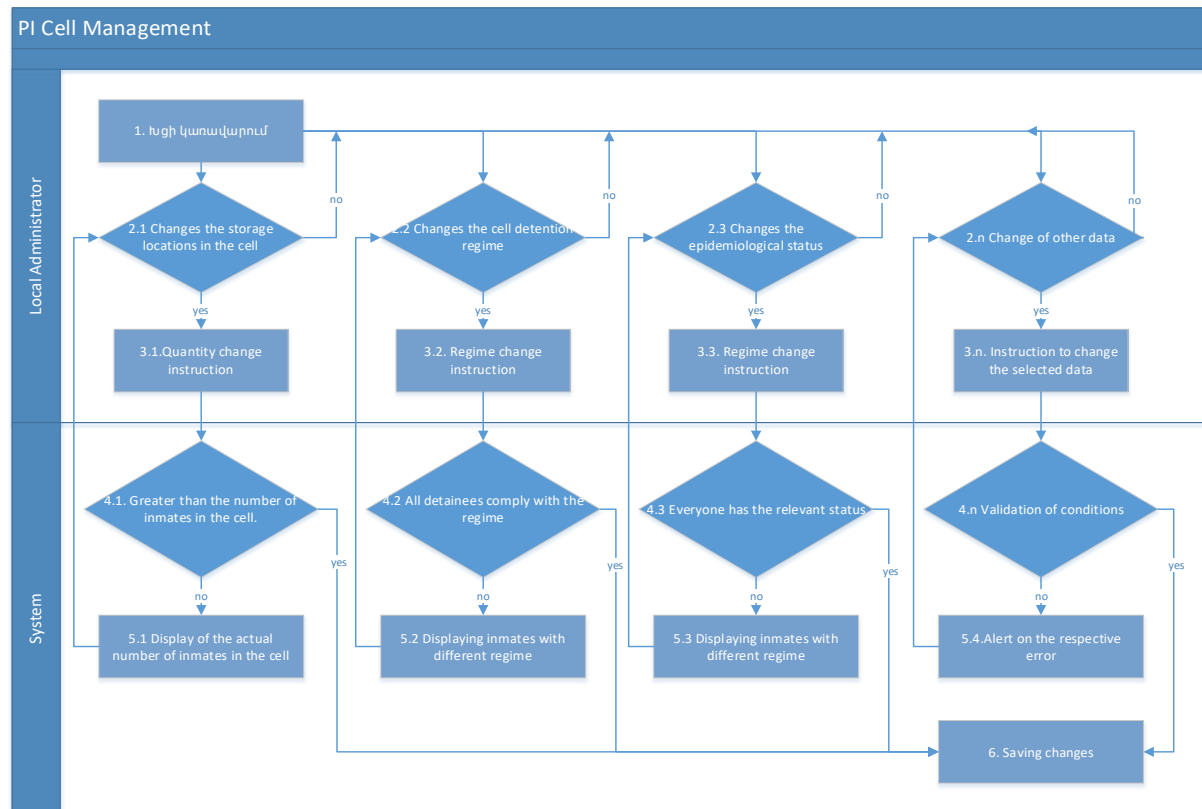
1. The system administrator logs into the PI management interface.
2. If the administrator wishes to create a new PI, the next step is performed; otherwise, it proceeds to step 7.
3. The administrator inputs the general data characterizing the PI.
4. The administrator logs into the storage modes for the PI.
5. According to the approved floor plan of the PI, the administrator inputs data regarding the buildings and facilities.
6. For each building, the administrator inputs the cells.
7. The administrator edits the entered data for the PI.
8. The administrator issues an instruction to save or edit the data.
9. The system performs a validation check for the entered data.

10. If there are no errors in the data to be saved, step 13 is performed; otherwise, the process moves to the next step.
11. The system displays an error validation message in the administrator's interface with the relevant details.
12. The administrator corrects the data and returns to step 8.
13. The PI data is added to or edited in the system's database.

Where appropriate, the system should include functions of the responsible duty officer.

The Process for Filling/Editing Data of PI Cells

Figure 31 - Process for Filling/Editing Data of PI Cells



Summary of the Process for Filling/Editing Data of PI Cells

1. The local system administrator logs into cell management interface for the PI.
2. The administrator selects the data to be edited.
 - 2.1. If changing the number of storage places in the cell, proceed to step 3.1.; otherwise, no action is taken.

- 2.2. If changing the storage mode in the cell, proceed to step 3.2; otherwise, no action is taken.
- 2.3. If changing the epidemiological status of the cell, proceed to step 3.3; otherwise, no action is taken.
- 2.4. If changing other data intended for the cell, proceed to step 3.4.; otherwise, no action is taken.
3. The administrator makes changes (examples).
 - 3.1. Changes the total number of storage places in the cell.
 - 3.2. Changes the storage mode in the cell by selecting from the relevant reference.
 - 3.3. Changes the epidemiological status of the cell.
 - 3.4. Changes other selected data/value.
4. Validations of the entered data are performed (examples).
 - 4.1. If the entered number of places exceeds the actual number of detainees registered in the cell, proceed to step 6; otherwise, proceed to step 5.1.
 - 4.2. If the entered storage mode corresponds to the modes set for the actual detainees in the cell, proceed to step 6; otherwise, proceed to step 5.2.
 - 4.3. If the entered epidemiological status matches all the actual detainees registered in the cell, proceed to step 6; otherwise, proceed to step 5.3.
 - 4.4. If the entered value meets the validation conditions for that variable, proceed to step 6; otherwise, proceed to step 5.4.
5. Display the appropriate warning (examples).
 - 5.1. Display the actual number of detainees registered in the cell.
 - 5.2. Display the list of actual detainees in the cell with non-matching storage modes.
 - 5.3. Display the list of actual detainees in the cell with non-matching epidemiological statuses.
 - 5.4. A prompt corresponding to the logic of the selected variable.
6. The entered data is saved in the system.

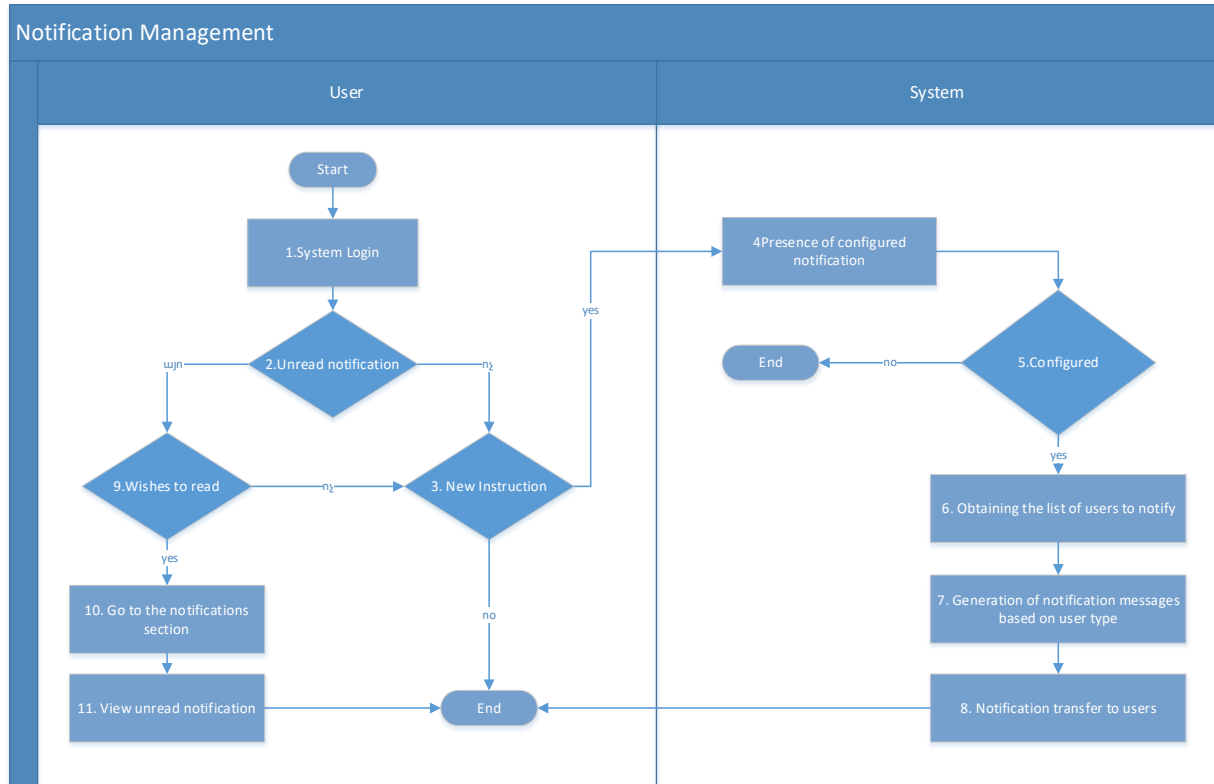
1.2.1.5. Notification Module

The module facilitates notifications to individuals who are users of the system or beneficiaries of the results of actions performed within the system, regarding the emergence of certain conditions or circumstances. Notifications are delivered both within the user's personal space in the system and via email and/or SMS (subject to clarification with the Purchaser during the implementation phase). The process of sending notifications is regulated and managed through an interface by a user with special permissions in the system. It is possible to create both automated notifications and manually managed, group, and/or individual notifications. The notification module must also have a special interface for issuing notifications without user login, but regarding unaddressed notifications. In addition to the fact that this interface is intended solely for service use, it must be designed to ensure accessibility from any IP

addresses or a specific portion of a private network. The aforementioned regulations regarding IP address or network segment specifications must be carried out by the System Administrator through configurations made in the System Configuration Module.

Notification Management Process

Figure 32 - Notification Management Process



Summary of the Notification Management Process

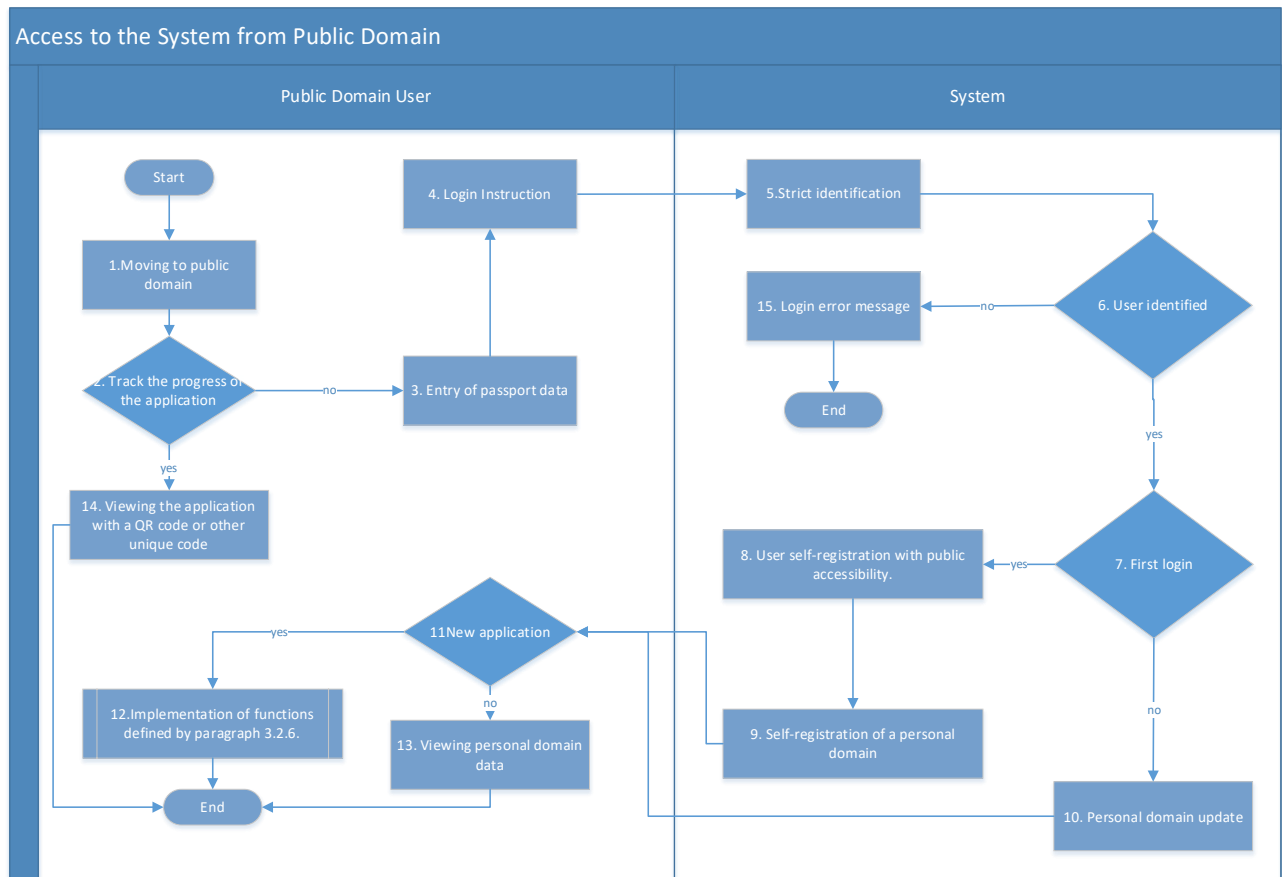
1. The user logs into the system.
2. If there are unread notifications, system proceeds to step 9; otherwise, it moves to the next step.
3. If the user performs a new action in the system interface, system proceeds to the next step; otherwise, no further actions are required.
4. The system checks whether there are configurations for executing notifications related to the instructed action.
5. If there are notification execution configurations, it proceeds to the next step; otherwise, no further actions are required.
6. The system automatically generates a list of users subject to notification as a result of the specified action.

7. For each type of notified user, a corresponding message is created.
8. The notification message is localized in the user's personal space notifications and/or sent to the configured user's email or via SMS to their phone number. No further actions are required.
9. If the user wishes to read the notifications, proceed to the next step; otherwise, either return to step 3 or no further actions are required.
10. The user clicks on the relevant icon to access the notification viewing interface.
11. The user reads any notification message.

1.2.1.6. Public Domain Module

The Public Domain Module represents the official website of the PI localized in the internet domain, which, in addition to being an informational resource, also has predefined capabilities for interacting with service modules. Specifically, it allows for functionalities designed to intervene in the domain of the inmate, such as submitting applications, tracking their status, submitting requests for assignments, scheduling visitations/meetings, and other related functionalities.

Functions Performed from the Public Domain

Figure 33 - Functions Performed from the Public Domain

Summary of the Functions Performed from the Public Domain

1. The individual accesses the "E-penitentiary 2.0" system's public domain from the public environment by clicking on the relevant link on the internet-accessible PI website.
2. If the individual wishes to submit a new application, the next step is taken; otherwise, system proceeds to step 15.
3. The individual enters their personal identification information.
4. The individual instructs to access the public domain environment.
5. The system conducts strict identification of the individual.
6. If the system successfully identifies the individual, the next step is taken; otherwise, it proceeds to step 16.
7. If this is the first login, the next step is taken; otherwise, it proceeds to step 11.
8. An appropriate user with the relevant permissions is automatically created for the identified individual in the public domain.
9. A personal domain is configured for the user, where all actions performed by them will be reflected later.

10. After logging in, the system automatically updates the statuses of all ongoing cases in the personal domain and displays information about new notifications.
11. If the user wishes to complete a new application, the next step is taken; otherwise, the system proceeds to step 14.
12. The user performs any of the functions defined in point 1.2.1.6. (Public Domain Module).
13. The user reviews the status of previous applications or checks new notifications in their personal domain.
14. The user, without strict identification in the system, scans the QR code provided by the system during the application submission or enters the unique code to receive information regarding its status. No other functions are intended to be executed.
15. The system displays the corresponding error message.

1.2.1.7. Interoperability Platform

The system must be equipped with a fully independent module to ensure interoperability with external participants' electronic platforms. The platform must facilitate the data exchange process with other external information systems. Triggers for data exchange may arise either from circumstances encountered within the functional logic of the system or from a command initiated by the user at the time of data entry. Data exchange triggers can also be received from external systems. Data exchange must be carried out via RESTful APIs, with the data structure, exchange method, and timing being designed by the implementer during the project's execution phase.

If an external party is not ready for interoperability at the time of data exchange, the system must be designed to ensure that this interoperability can be established in the future when feasible, while providing the option for manual data entry through the system's interface in the meantime. Interoperability with each platform must follow a clearly defined business process logic, with specific agreed-upon formats and data structures. For each interoperability instance, a descriptive document must be provided, detailing the structure of the exchanged data, validation conditions, requests, responses, error messages, examples, and more.

Below is the list of the entities and/or information systems with which interoperability must be at least ensured. If, during the system design process, additional platforms are identified whose interoperability could lead to the automation of a process or automatic data exchange within the system, this must also be designed and implemented.

	Platform
1.	State Population Register (SPR)
2	State Register of Legal Entities (SRLE)
3	Electronic Probation System "E-probation" (if available)

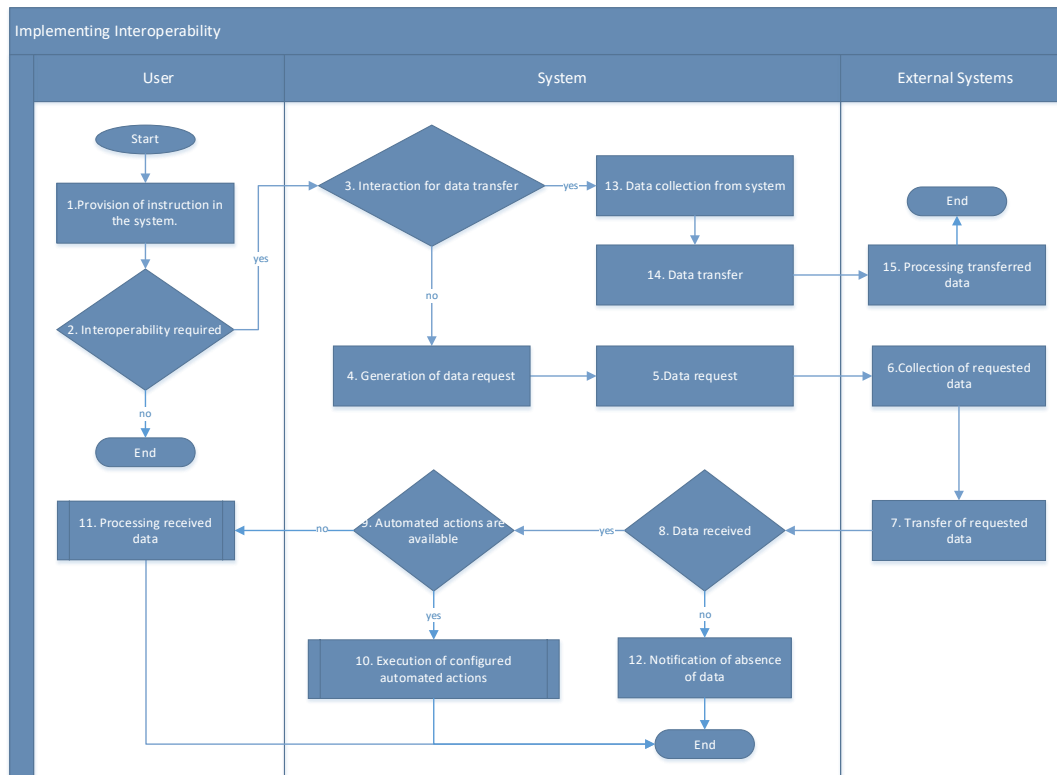
4	PMC Electronic Medical System (if available)
5	MOIA Police Information Center (as well as the Migration and Citizenship Service if available)
6	MOLSA Management Information System
7	Electronic Management System for Pre-Trial Criminal Investigation (if available)
8	State Revenue Committee's electronic tax services
9	Official Document Circulation Mulberry System
10	Judicial Authority Systems (if available)
11	Electronic System of the Penitentiary Service Agency
12	Electronic System of the Bar Association (if available)
13	E-Justice Unified Platform (if available)

In cases where data that must have been obtained from other systems has been manually entered by the user due to interoperability disruption or unavailability, the system attempts to automatically retrieve this data at a specified frequency (for example, once a day).

If the data is successfully retrieved, the user receives a notification, confirming the replacement of the manually entered data with the retrieved data.

Process of Implementing System Interoperability

Figure 34 - Process of Implementing System Interoperability



Summary of the Process of Implementing System Interoperability

1. The user issues a command within the System.
2. If the executed command or resulting action triggers interoperability, the next step is performed; otherwise, no further function is provided.
3. The System checks whether the interoperability is aimed at transferring data to external departmental electronic systems. If so, it proceeds to step 13; otherwise, the next step is performed.
4. The System formats the data involved in the query according to the format and template required for conducting the query.
5. A query is made to the external departmental electronic systems for data.
6. The external departmental electronic systems collect the requested data.
7. The external departmental electronic systems transfer the requested data to the System, complying with the defined format and template.
8. If data are received as a result of the query, the next step is performed; otherwise, the process moves to step 12.
9. If the processing of the received data triggers automated actions in the System, the next step is performed; otherwise, the process moves to step 11.
10. The System performs the functional processes required by the logic of the data received via automated actions.
11. The user is shown the data obtained through interoperability. These data are processed according to the functional processes for which they were received.
12. The System displays a message indicating that no data were found as a result of the query. No further actions are taken.
13. The System collects the data derived from the process logic and formats them according to the required format and template for transfer.
14. The System carries out the data transfer.
15. The external departmental electronic systems process the received data.

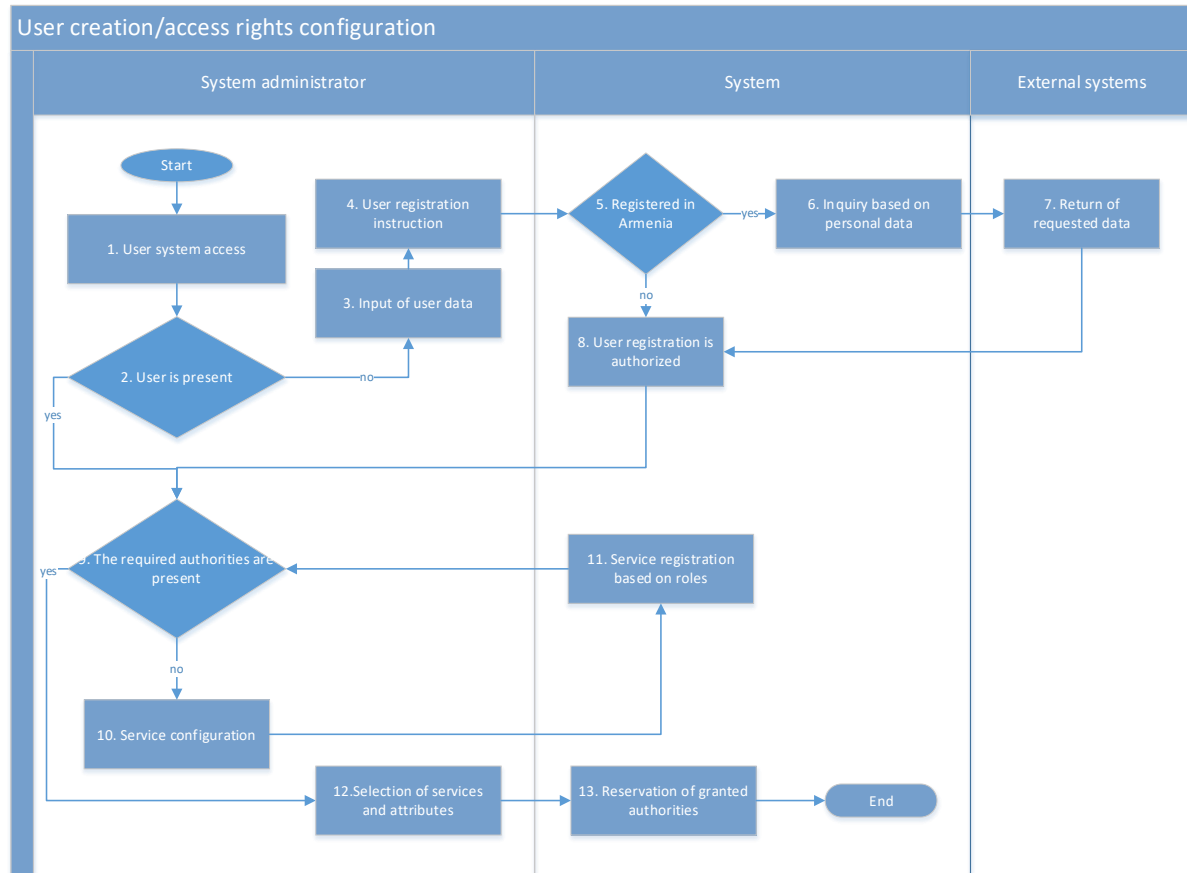
1.2.1.8. User Management Module

This centralized module is responsible for the provision, modification, and management of users, their access, and permissions. The module enables the following functions:

- Creation of roles
- Creation of services based on roles
- Creation of attributes
- Management of user permissions and access
- Personal office

The Process of Creating Users and Configuring Access in the System

Figure 35 - The Process of Creating Users and Configuring Access in the System



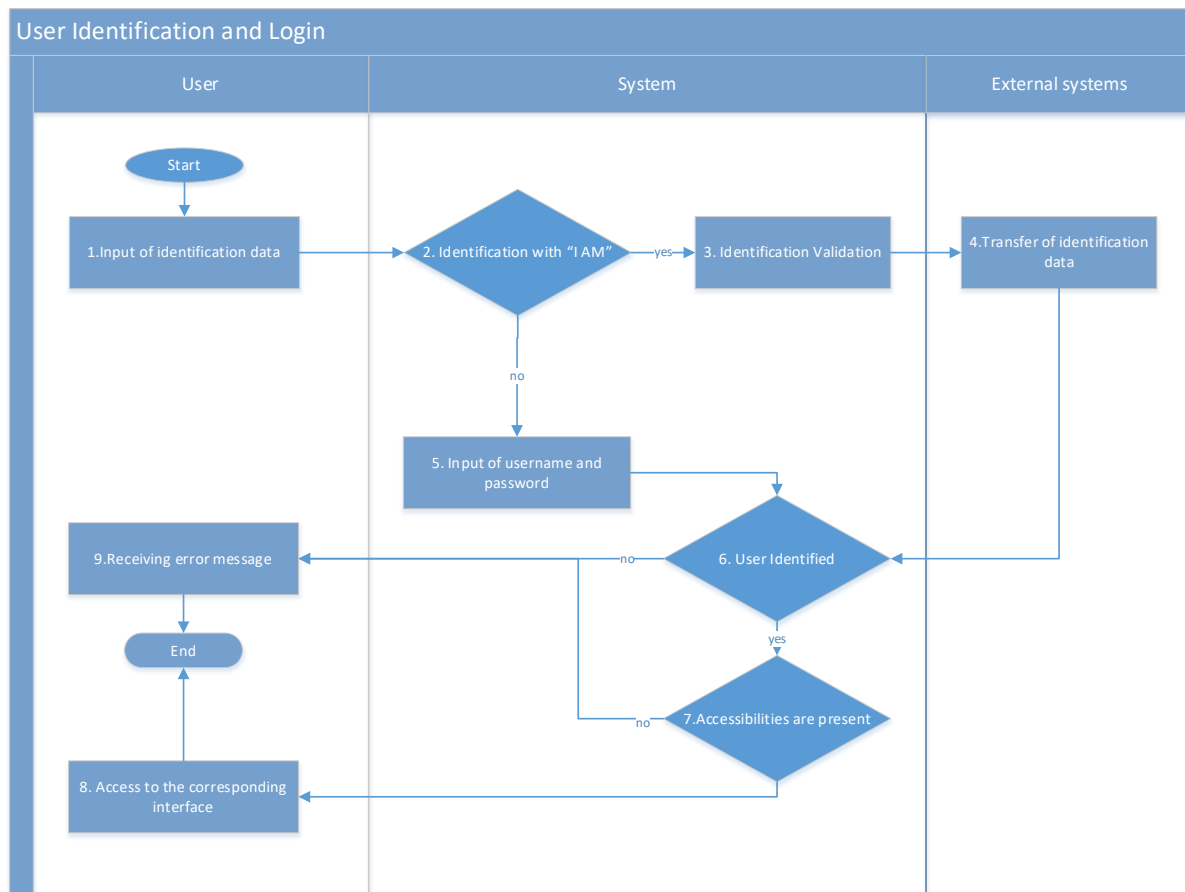
Summary of the Process of Creating Users and Configuring Access in the System

1. The system administrator wants to assign appropriate permissions to a user in the System.
2. If the user already exists in the System, proceed to step 9; otherwise, move to the next step.
3. The administrator initiates the creation of a new user and enters the required information.
4. The administrator requests the registration of the user.
5. If the user is a registered individual in Armenia, proceed to the next step; otherwise, move to step 8.
6. A query is made to the SPR using the user's passport data.
7. Information regarding the user's passport data is received from the SPR.
8. The registration of the user is authorized in the System.
9. If the necessary permissions for assignment are already configured in the System, proceed to step 12; otherwise, move to the next step.

10. The administrator configures a service based on the existing roles and attributes in the System.
11. A new service is created in the System, which can be assigned to users.
12. The services and their corresponding attributes are added to the user being configured.
13. The selected permissions and access rights are assigned to the user.

User Identification and Login Process

Figure 36 - User Identification and Login Process



Summary of the User Identification and Login Process

1. The user wishes to log into the system after completing authentication.
2. If the user has selected the “Yes em” authentication option, proceed to the next step; otherwise, move to step 5.
3. Authentication data are transmitted to the “Yes em” system through interoperability.

4. Validation data are received from the “Yes em” system.
5. The user enters their username/password/fingerprint (depending on the chosen authentication method).
6. If the user is authenticated, proceed to the next step; otherwise, move to step 9.
7. The system checks if there are active access rights for the authenticated user. If access rights are available, proceed to the next step; otherwise, move to step 9.
8. The user logs into the interface of the module they have accessed, with actions and data available as per their assigned access rights.
9. A corresponding error message is displayed to the user.

1.2.1.9. Workflow Management Module

Business logic of the system should be implemented via dedicated for each business process workflows which should include associated input forms, document templates, validations, and pre-filled data integrations.

System workflow management logic **MUST** provide the ability for a trained administrator to create, edit, activate, deactivate and remove workflows. Workflow creation and editing processes, including all associated input forms, document templates, validations, and pre-filled data integrations, should be achievable through a graphical user interface and/or dedicated program code, scripts, and configuration files (preferably via the GUI).

Based on the existing rules in the system, automated actions or restrictions on ongoing processes in other workflows should be performed as necessary.

At stages where business process logic requires decision-making, the system automatically makes these decisions. Some of these decisions are mandatory, while others are advisory.

The bidder must also provide clear documentation on the specific logic operations and workflow coding such that a trained administrator can create and edit workflows and associated input forms.

1.2.1.10. Report Generation Module

The system must be equipped with reporting and search capabilities. Through the Report Generation Module, system participants can obtain the necessary information in their desired format. Access to reports is controlled through the User Management Module, based on attributes. The user's attribute can specify:

- All
- Items contained within a folder
- A single specified item

- All except
- Folder except

Management is done using regular expressions. A single user can be assigned multiple such attributes. The following functions are provided by the system:

- Creation, retrieval, and export of static reports
- Creation, configuration by the user, retrieval, and export of dynamic reports
- Sub-module to make reports available to external tools

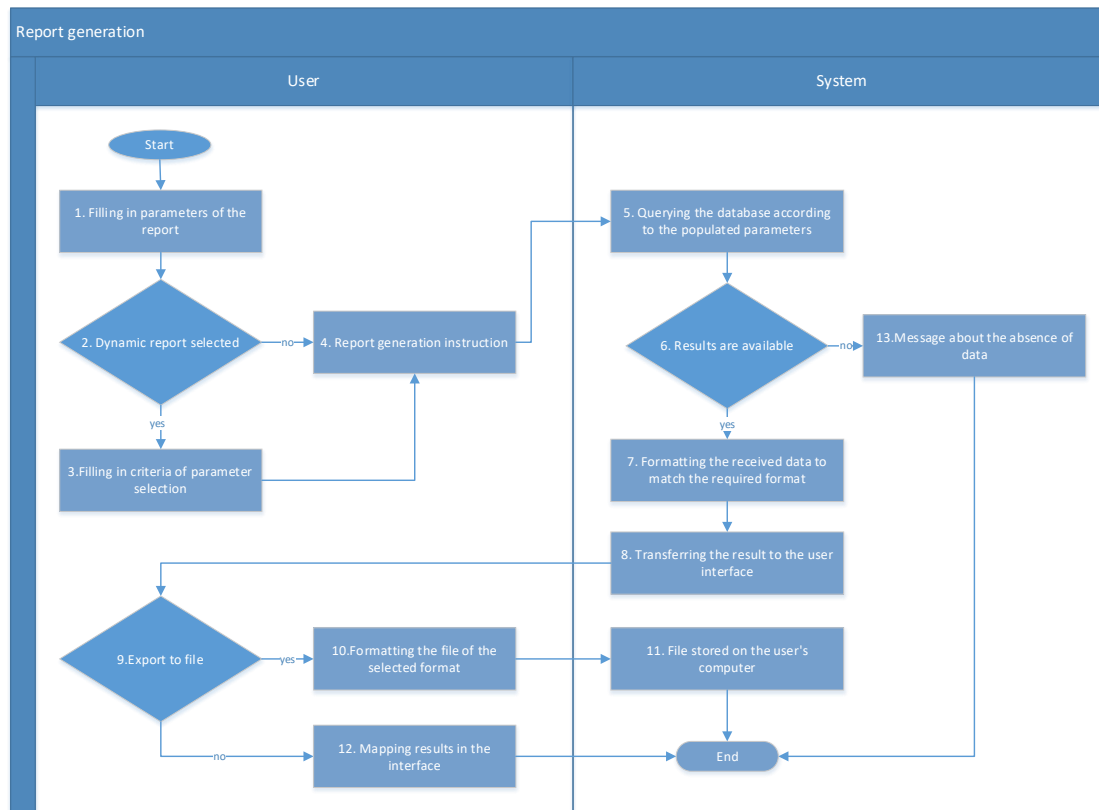
Depending on the content of the reports, they must be generated in a predefined format and template (if necessary for printing on specific forms) and then exported as a file in the corresponding format (docx, xlsx, csv, pdf).

Reports are designed and implemented by the Supplier, both at the time of system release and during the warranty service period.

The system also supports the automated generation and transmission of reports displayed in the public domain.

Reports can also be automatically sent to specified email addresses based on a schedule configured by the administrator.

Report Generation Process

Figure 3737 - Report Generation Process

Summary of the Report Generation Process

1. The user selects the report and fills in the necessary parameters from those provided.
2. If the selected report is dynamic, proceed to the next step; otherwise, move to step 5.
3. For each filled variable, the user specifies the logical operation to be applied (greater than, less than, equal to, contains, range, etc.).
4. The user initiates the report generation process.
5. The system queries the database with the filled variables, based on the predefined logic for the selected report.
6. If data are found as a result of the query, proceed to the next step; otherwise, move to step 13.
7. The retrieved data are formatted according to the predefined template and format for export.
8. The results are displayed in the user interface.
9. If the user selected the "export to file" checkbox during report generation, proceed to the next step; otherwise, move to step 12.
10. The results are exported to a file in the corresponding format.
11. The system saves the file on the user's computer.

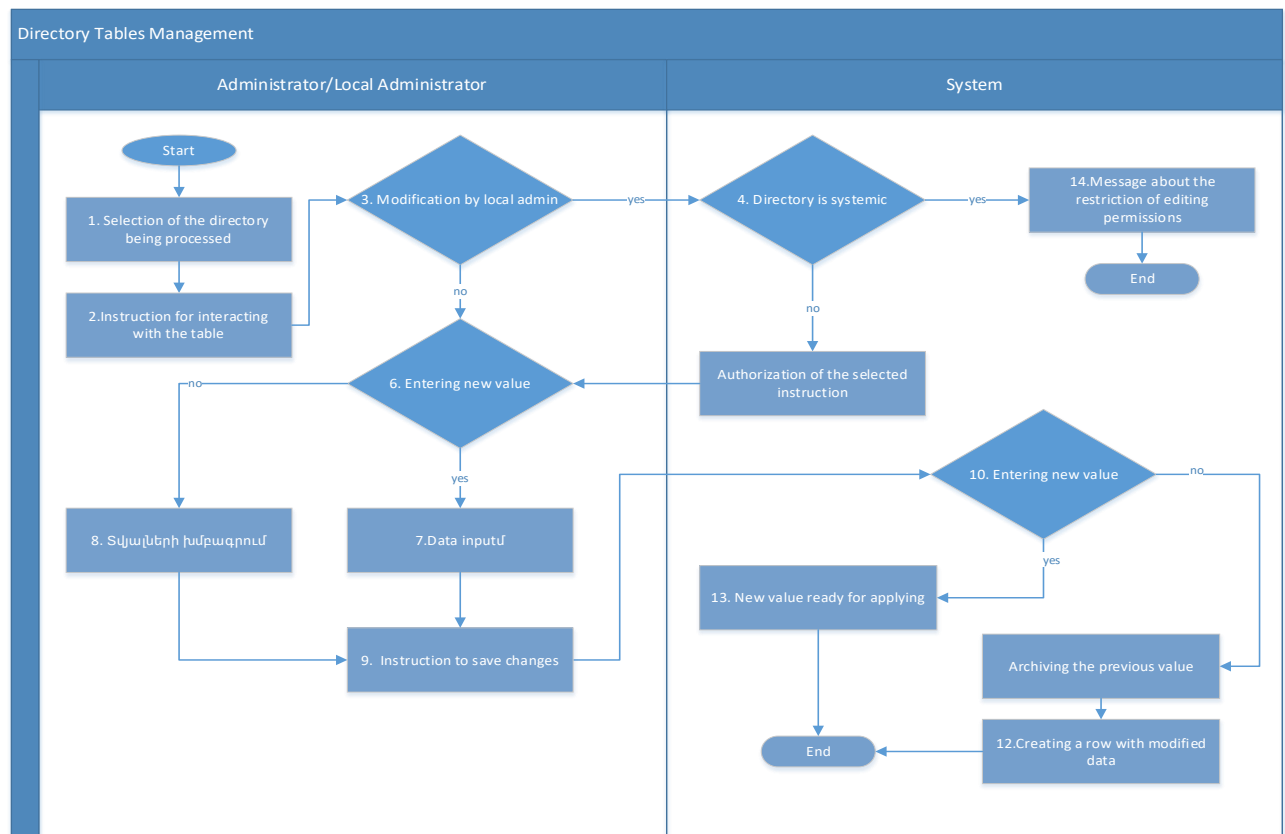
12. The results are displayed in the user interface in the predefined format for the report (paginated data tables, graphs, or other graphical representations).
13. A message is displayed to the user indicating that no results were found for the specified parameters.

1.2.1.11. Directory Tables Management Module

This module facilitates the management of information that serves as directories and is utilized by other system modules for selection purposes. Through this module, the creation and editing of directory tables is conducted, along with data addition, modification, and historical tracking within those tables.

Directory Tables Management Process

Figure 388 - Directory Tables Management Process



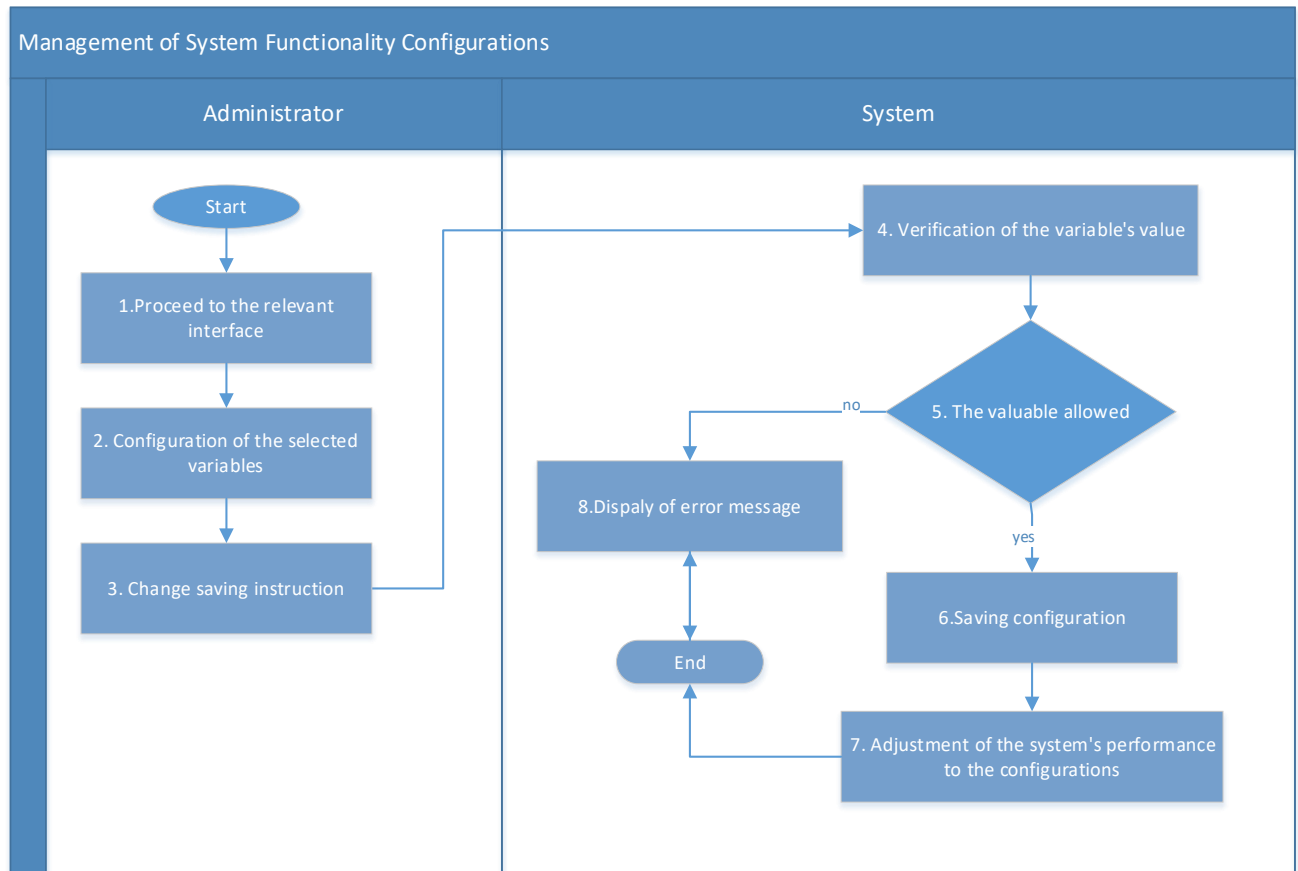
Summary of the Directory Tables Management Process

1. The user selects the directory for which they need to perform an action.
2. The user issues a command related to working with the table.
3. If the command is executed by a local administrator, the next step is carried out; otherwise, the system moves to step 6.
4. If the selected directory for the action is one that is utilized throughout the System, the next step is carried out; otherwise, the system moves to step 14.
5. The system authorizes the user to apply the command they selected.
6. If the selected command is for entering a new value, the next step is carried out; otherwise, it moves to step 9.
7. The user enters data related to the directory table type.
8. The user edits the previously entered data of the selected row for editing.
9. The user instructs to save the data.
10. If the addition of a new value has been instructed, it moves to step 13; otherwise, it proceeds to the next step.
11. The system archives the current row, noting the closing date as the effective date of the new row.
12. A new row is created based on the edited data.
13. The system creates a new row based on the entered data.
14. The user is presented with an error message regarding limited permissions.

1.2.1.12. System Functionality Configuration Module

This module manages the configurations required for the functionality of all other modules, as well as general settings. The management of these configurations is carried out directly through the "E-penitentiary 2.0" system interface. A historical record of changes is maintained for tracking purposes.

System Functionality Ensuring Configurations

Figure 39 - Management Process of System Functionality Ensuring Configurations*Summary of the Management Process of System Functionality Ensuring Configurations*

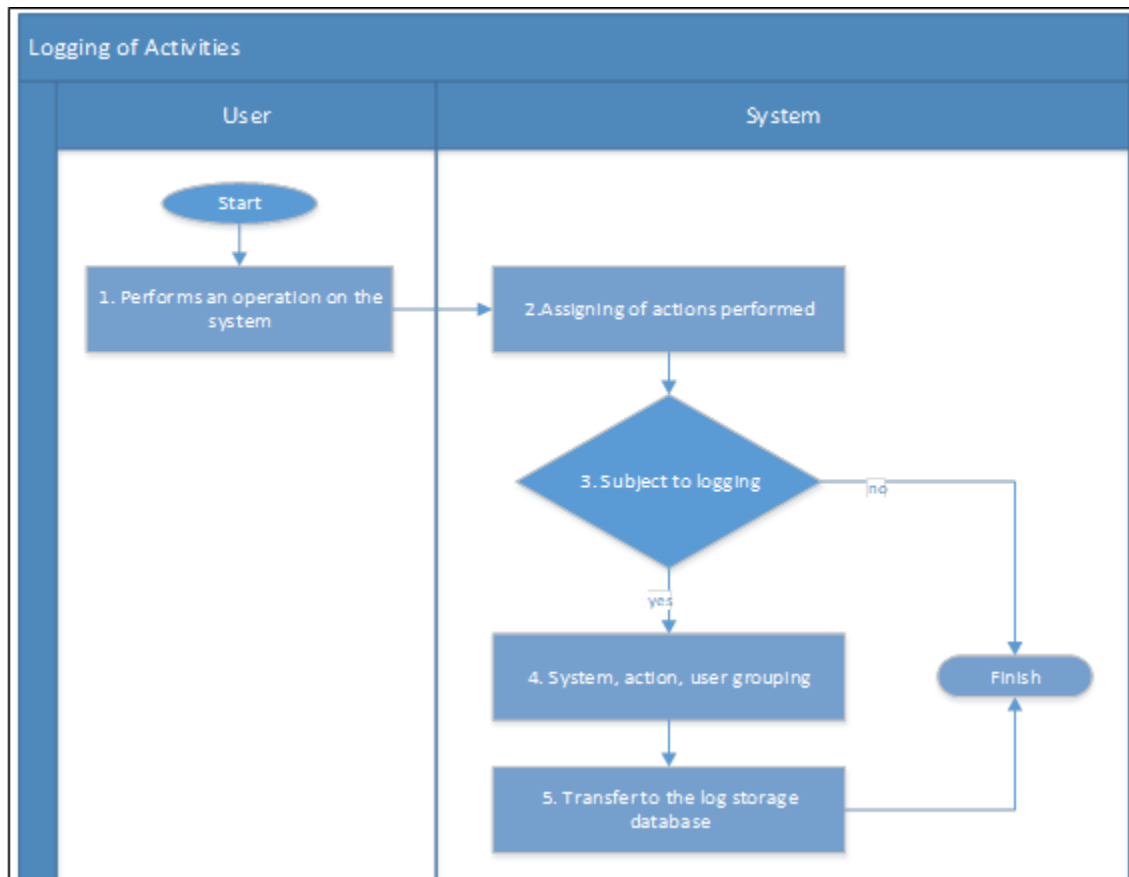
1. The user navigates to the System interface where the management of the configuration to be modified is conducted.
2. The user edits the variable(s) used for configuration purposes.
3. The user instructs to save the changes made.
4. The system performs validation checks against the new value entered.
5. If the entered value is permissible, the next step is carried out; otherwise, it moves to step 8.
6. The system saves the new value(s) of the selected configuration, closing the previous values with the date of the action and archiving the changes.
7. Starting from the specified effective date of the change, the system functionalities that utilize the respective variable apply the new value.
8. The user is presented with the corresponding error message.

1.2.1.13. Logging System of Functions

Through the module, the logging of actions performed by system users must be carried out automatically. For a user with a special role, the interface provides the ability to search and export logged data. To free up server space, the history is automatically cleared, keeping only the period configured by the System Administrator (by default, a 6-month history from the current time is always available).

Process of Logging User Activities

Figure 400 - Process of Logging User Activities



Summary of the Process of Logging User Activities

1. The user performs an action in any module of the System.

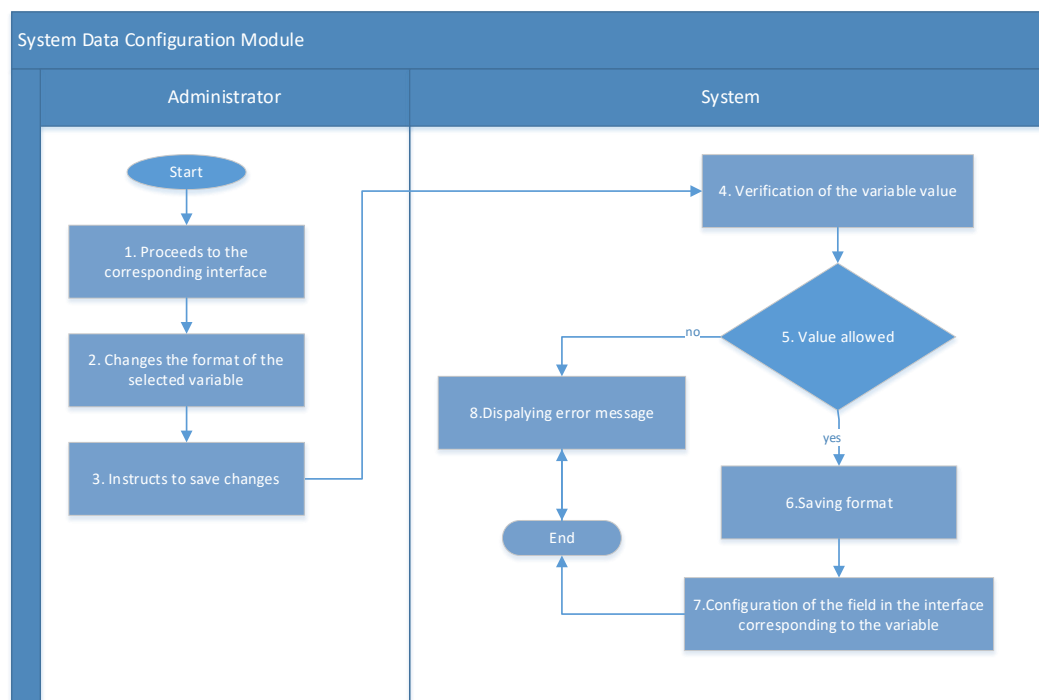
2. The system, automatically, in a way that is invisible to the user and without interfering with his subsequent actions, assigns the performed action.
3. If the action performed by the user is configured as logging (necessity and types of non-logging actions are subject to clarification with the Purchaser at the execution stage), then the next step is performed, otherwise no other action is performed.
4. The system automatically forms the saved information. user, module in which the action was performed, action, identifier of the document against which the action was performed, time when the action was performed, etc.
5. The generated information is stored in the database for logging.

1.2.1.14. Data management module

The data management module is designed and implemented in the system, using which the System Administrator manages the formats and structure of all collected data. Management is carried out through a specially designed interface; changes take effect immediately. The change is implemented without the need to re-release or stop any module of the "E-penitentiary 2.0" system, and also without interfering with any localized module's software code or database.

System Data Configuration Process

Figure 41 - System Data Configuration Process



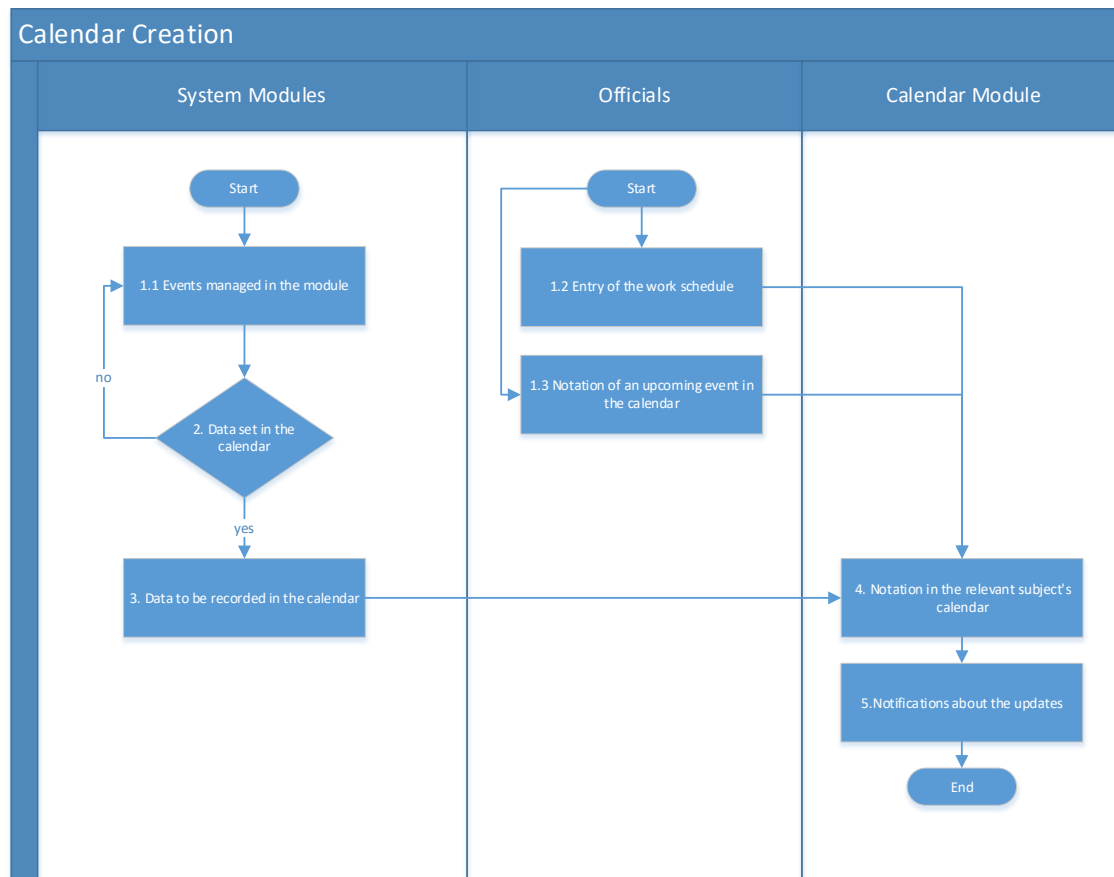
\Summary of the System Data Configuration Process

1. The user goes to the System Interface, where they implement the variable to be changed.
2. The user edits the format of the selected variable.
3. The user instructs to save the changes made.
4. The system implements the new format combination.
5. If the entered format is valid, proceed to the next step, otherwise system proceeds to step 8
6. The system saves the new value of the selected format, the previous value is closed with the date of execution of the operation and recorded in history.
7. Validation of compliance with the new format of input data is carried out in those interfaces of the System, where the given variable is applied, starting from the specified period for the application of the change.
8. The relevant error message is displayed to the user.

1.2.1.15. Calendar and work schedule management module

The module facilitates the management of the calendar for internal needs, the management of working hours and availabilities of shift-working employees, the execution of any workplace or jurisdiction during a specific time period, which affects the available jurisdictions and permissible actions within the System. It also records certain actions related to inmates, based on which relevant notifications will be generated.

Calendar Creation Process

Figure 42 - Calendar Creation Process

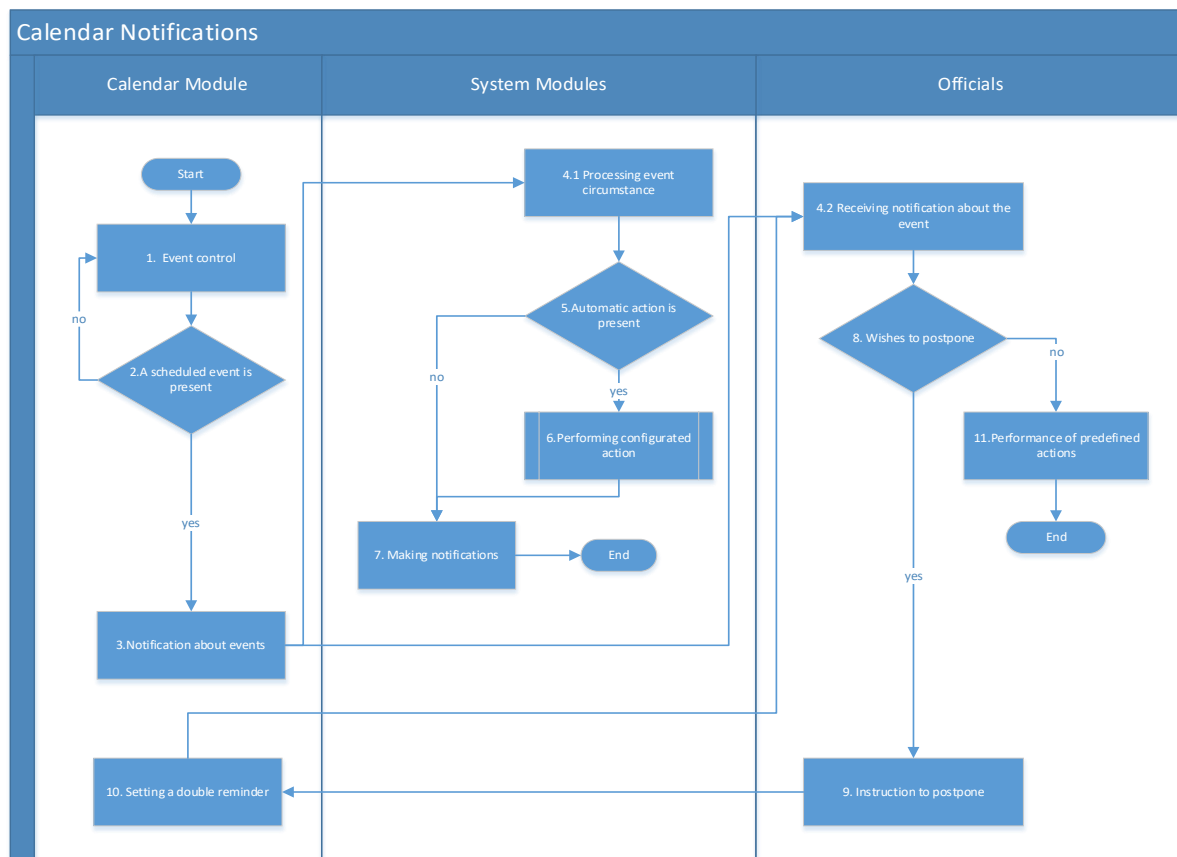
Summary of the Calendar Creation Process

1. Adding upcoming events to the calendar that include any deadline/due date/date, which must be monitored by the System and notify users, can be achieved through the following methods:
 - 1.1. implementing functions in the system modules;
 - 1.2. PS/PI officers record information about work schedules in the calendar;
 - 1.3. PS/PI officers, by selecting inmates or groups of inmates, make notes in their calendars regarding an action/circumstance/event or other types of accounting-related information.
2. If, during the execution of point 1.1, configurations arise that imply the need to establish an automatic action at a certain time after performing that action, the imposition/restriction of any action, or monitoring the deadlines, or notifying users about an upcoming event/circumstance, the next step is executed; otherwise, the system returns to step 1.1.
3. The system module, where the action was performed, automatically transfers data to the Calendar module to update all users' calendars based on the logic of the action.

4. The system records data on the relevant events/circumstances in all users' calendars. This can include noting a specific day/time or interval, as well as recording periodically recurring events/circumstances based on certain logic.
5. All participants whose calendars have been updated receive automatic notifications.

Process of Notifications Regarding Events Recorded in the Calendar

Figure 43 - Process of Notifications Regarding Events Recorded in the Calendar



Summary of the Process of Notifications Regarding Events Recorded in the Calendar

1. The system, at intervals configured by the administrator, monitors the calendars of all users.
2. If there is a scheduled event that is within the time frame set by the system, the next step is executed; otherwise, it returns to step 1.
3. The recipients of the event recorded in the calendar receive a notification.
4. Depending on whether the notification is directed to other system modules or users, different processing scenarios are carried out:

- 4.1. The module receiving the notification processes the data transmitted with the notification. Then, step 5 is executed.
- 4.2. For the user, regardless of which interface of the system they are currently using, a pop-up window shows a brief reminder about the upcoming event. Then, step 8 is executed.
5. If automatic actions have been configured during the design process, the next step is executed; otherwise, proceed to step 7.
6. Automatic actions related to the occurrence of the event are performed within the system.
7. The system notifies users about the processed data. No other actions are planned.
8. If, upon receiving the notification, the user wishes to postpone viewing it, the next step is executed; otherwise, proceed to step 11.
9. In the pop-up window, the user selects the reminder and instructs the system to remind them later.
10. The system marks the reminder as "Postponed." At regular intervals, the user is shown the reminder again, returning to step 4.2.
11. The user navigates to the relevant interface in the calendar and changes the reminder status to "*Completed*."

1.2.2. Detailed Functional Description

1.2.2.1. Personal Data Management Module

The object of the relevant section of the system is the inmate. After logging in, the user can conduct searches by applying any parameters collected during the use of this section. From the search results, the user can select and process the data in accordance with their authority and the object's status, following the system's protocols. If no search results are found, the user may input a new inmate, filling in all required fields by section.

In the user management module, based on the user's permissions and access rights, various sections of the system may be available, as well as the ability to perform actions such as viewing, adding, and editing.

After identifying the inmate, the system must provide easy navigation between the sections and subsections described in points **1.2.2.1.1.** to **1.2.2.1.9.** It must be possible to activate only one section for editing and save the changes.

The entered data is not linear; based on functional logic, the relationships between them can be as follows:

- one-to-one,
- one-to-many,
- many-to-many.

Therefore, the interfaces must support such data entry capabilities and ensure the correct storage of these relationships in the database.

All data collected in this section, which is obtained through interoperability, may also be manually entered into the system if missing. The system retains both automatically retrieved information and data entered by employee, noting the source of the information (and attaching documents if necessary).

1.2.2.1.1. Inmate’s Personal Data

This section processes the personal data of the detainee. The data can be added or entered by the responsible employee, or obtained through an automated retrieval method.

Inmate’s Personal Data Entry Process

Table 1 - Inmate’s Personal Data Entry Process

Name	Description
Action	The authorized official of the competent body records information about the inmate either by manual entry in the interface or by retrieving data through queries.
Contractor	Authorized official of the competent body
Prerequisites	All mandatory data fields have been entered.
Outcome	The entry of data for a new incarcerated individual into the PS system
Scenario	<u>Registration</u> <ul style="list-style-type: none"> – An employee with the relevant PI authority enters the personal identification document (PID) details for foreign citizens/non-residents or the passport series, number, and public service number (PSN) for RA citizens. – For RA citizens, the PI employee initiates a query to the SPR to retrieve passport data. – The PI employee initiates a query (or automatically) to ARCSA for data regarding registered civil acts and related persons. – The PI employee initiates (or automatically) a query to MOLSA to retrieve data related to social sector information and status.

	<ul style="list-style-type: none"> – A query is sent to the electronic medical system (EMS) regarding the incarcerated person. Data obtained from the query is automatically added to the corresponding fields in the "E-penitentiary 2.0" system. – If data on the incarcerated person is missing or the EMS system is unavailable, the system allows for manual entry of these fields, subject to subsequent validation. A special note indicates that the data has not been validated through interoperability. – The user instructs the system to register the action, after which the system stores the data in the corresponding tables of the information database.
Alternative Scenario	<p>If the individual has previously been registered in the system, the entered data is reviewed, and, if necessary, updated or modified. Even if data that significantly differs from previous entries is edited, it will be updated while maintaining the same object. This ensures the accuracy, completeness, continuity, and traceability of the data regarding the object (the inmate) in the PS. The system must also allow this process to be carried out post-registration, by merging two persons (passport data) considered to be the same individual. For example, inmate Ivan Ivanov has a foreign passport, but 10 days after registration, it is revealed that he was previously registered in the system as Aram Aramyan, a citizen of RA. A designated officer will have the ability to merge the two objects, treating them as the same person. The system ensures the merging of data while preserving the chronology and history.</p>
Peculiarities	<p><u>Scenario 1</u></p> <p>In cases where data was manually entered by the user due to the failure or unavailability of interoperability, the system periodically (e.g., once a day) attempts to retrieve the data automatically. Upon successful data retrieval, the user is notified and prompted to confirm whether the entered data must be replaced with the retrieved data.</p> <p><u>Scenario 2</u></p> <p>The user can open the electronic document at any time and initiate data retrieval via interoperability in real-time.</p>

Table 2 - Personal File Registration Process

Name	Description
Activity	The authorized official of the competent body registers information about the inmate either by entering data into the interface or by obtaining data based on inquiries.
Supplier	An official of the authorized body
Prerequisites	All required data has been entered
Outcome	Data on inmate registered in PS system
Scenario	<p><u>Registration/Processing</u></p> <ul style="list-style-type: none"> - The PI employee with the appropriate authority selects the inmate registered in the System. - All mandatory fields for data entry are filled out. If possible, necessary data is obtained through interoperability platforms, as illustrated by the examples of obtaining interoperability below. - A request is made to the judicial authorities' system regarding the specified inmate. The data obtained as a result of the request is automatically added to the relevant fields of the "E-penitentiary 2.0" system. - Information about the inmate's previous convictions or offenses is obtained from the information system of the Police of the Republic of Armenia. - In cases where there is a lack of information or unavailability regarding the inmate as a result of inquiries, those fields are filled in manually. The system allows for manual entry of these fields, subject to subsequent validation. - Other information that can be obtained through the Interoperability platform is also inquired. - The user instructs to register the action, resulting in the System storing the data in the corresponding tables of the information database.
Alternative Scenario	
Peculiarities	

The functional requirements of personal data according to the MoSCoW²¹ classification are given below:

Table 3 - Functional Requirements of Personal Data According to the MoSCoW Classification

	Personal Data	MoSCoW Classifier
1	Passport Data	M
2	Within the system, a unique identifier is automatically generated, remaining unchanged throughout the individual's entire life cycle.	M
3	Physical data ²² <ul style="list-style-type: none"> – Height – Weight – Gender – Skin color – Eye color – Hair color – Blood type, etc. 	S
4	Health data ²³ <ul style="list-style-type: none"> – Complaints – Results of external examination – Diagnosis, etc. 	S
5	Social sector data ²⁴	S
6	Social Data Related to the Family/Relatives ²⁵ .	M

²¹ **MoSCoW** is a prioritization technique used in project management to categorize requirements into four groups: Must Have (**M**), Should Have (**S**), Could Have (**C**), and Won't Have (**W**).

²² In the case of interoperability with the Health Electronic System (HES), data is automatically filled in.

²³ In the case of interoperability with the HES, data is automatically filled in, but the storage of health data within this system and the level of access for correctional officers must be clarified during the implementation phase, in accordance with legal requirements and the Client's specifications.

²⁴ In the case of interoperability with the MOLSA, data is automatically filled in.

²⁵ In the case of interoperability with the ARCSA, data is automatically filled in.

	<ul style="list-style-type: none"> – Marital status – Spouse data entry – Children’s data entry – Parents’ data entry – Other relatives/friends’ data entry – Incompatible persons data entry 	
7	Additional data <ul style="list-style-type: none"> – Military service – Habits – Scars – Tattoos, etc. 	M
8	Option to Attach Files (e.g., documents, photos, etc.) ²⁶	M

Automatically retrieved data can be edited if necessary, but both the original data and the data edited by the authorized official are displayed in the system. The same data, depending on its logic, may be entered multiple times.

Data being collected can be supplemented during the implementation phase based on additional review.

Data already in a registered status can be edited, modified, or removed from monitoring in the same manner.

1.2.2.1.2. Personal File

This section manages the personal file of the inmate. Depending on the individual's status, whether detainee or convict, the system must account for specific features in data flows, procedures, and processes. This section reflects information regarding the following data and its historical progression: criminal case details according to their status, such as cases under investigation, in the penalty execution phase, or completed, along with relevant indicators for each phase. Information on prior convictions must be retrieved from the Police Information Center. During the project's implementation, the possibility of receiving and applying this information in one migration package at the time of system integration must be considered.

²⁶ If necessary, images of scars and tattoos, copies of military booklets, and other relevant data can be attached in the appropriate designated fields.

The section also displays information on the detention regime with its specific features, including data on the cell/accommodation.

It is recommended to consider the possibility of automatically retrieving necessary data for PI registration/intake from their original sources (other state agencies' information databases) or allowing an official from those bodies (or, alternatively, an authorized employee of the correctional facility) to input the data.

For example, court decision details and documents may be entered by a court official, or necessary documents and data may be entered by the pre-trial investigation body before the individual is physically transferred to the PI.

Personal File Registration Process

Table 4 - Personal File Registration Process

Name	Description
Activity	The authorized official of the competent body registers information about the inmate either by entering data into the interface or by obtaining data based on inquiries.
Contractor	An official of the authorized body
Prerequisites	All required data has been entered
Outcome	Data on inmate registered in PS system
Scenario	<u><i>Registration/Processing</i></u> <ul style="list-style-type: none"> - The PI employee with the appropriate authority selects the inmate registered in the System. - All mandatory fields for data entry are filled out. If possible, necessary data is obtained through interoperability platforms, as illustrated by the examples of obtaining interoperability below. - A request is made to the judicial authorities' system regarding the specified inmate. The data obtained as a result of the request is automatically added to the relevant fields of the "E-penitentiary 2.0" system. - Information about the inmate's previous convictions or offenses is obtained from the information system of the Police of the Republic of Armenia. - In cases where there is a lack of information or unavailability regarding the inmate as a result of inquiries, those fields are

	<p>filled in manually. The system allows for manual entry of these fields, subject to subsequent validation.</p> <ul style="list-style-type: none"> - Other information that can be obtained through the Interoperability platform is also inquired. - The user instructs to register the action, resulting in the System storing the data in the corresponding tables of the information database.
Alternative Scenario	
Peculiarities	

Functional requirements of the personal file Section According to the MoSCoW method, are listed below.

Table 5 - Functional requirements of the personal file Section According to the MoSCoW Classifier

	Personal File	MoSCoW Classifier
1	<p>Inmate’s status</p> <ul style="list-style-type: none"> – Detainee – Convict 	M
2	Data retrieval regarding previous convictions from the Information Center of the RA Police (or organization of one-time data migration). ²⁷	M
3	Application of additional penalties, such as revocation of driving rights, prohibition of performing certain types of work.	S
4	Entry of articles of the Criminal Code that serve as grounds for conviction or detention, selected from the corresponding directory. ²⁸	M
5	<p>Option to disaggregate judicial cases for each detainee</p> <p>Option to reflect the priority of decisions issued by different courts</p>	M
6	<p>Entry of at least the following data regarding detention:</p> <ul style="list-style-type: none"> • Body selecting the measure of restraint 	M

²⁷ Possible in the event of interoperability,

²⁸ At the time of drafting this document, the articles of the Criminal Codes of 2003 and 2021 are in effect.

	<ul style="list-style-type: none"> • Reason for the decision • Article of detention • Date of the decision • Judge • Start of detention • Duration of detention, expiration date of detention • Grounds for release from detention, etc. 	
7	<p>Entry of at least the following data regarding conviction²⁹:</p> <ul style="list-style-type: none"> • Body issuing the verdict • Reason for the verdict • Article of conviction • Judge • Date of conviction • Date of legal force of the verdict • Type of penalty • Measure of penalty • Start of penalty • End of penalty • Grounds for release from penalty, etc. 	M
8	<p>Entry of at least the following data regarding PI access:</p> <ul style="list-style-type: none"> • Date of PI admission • Basis for PI admission • Conducting search • Protocol regarding items and clothing, etc. 	M
9	<p>Selection of cell/ward, using the tools of the Virtual PI and Regulations Management Module. At least the following criteria must be taken into account:</p> <ul style="list-style-type: none"> • Compliance between cell regime and inmate’s regime • Availability of free spaces in the cell • Presence of incompatible persons 	M

²⁹ In the case of potential interoperability with the judicial system, automated entries are made.

	<ul style="list-style-type: none"> Assessment of health condition in relation to other inmates in the cell. 	
10	Option to enter data regarding persons prone to conflict	M
11	Option to enter data regarding items and objects found (seized) during detention (this is done through selection from the corresponding list, with free entry method when selecting "other" value)	M
12	Option to enter data of lawyers for each inmate by criminal case. ³⁰	M
13	Selection of the type of release from penalty for the inmate (amnesty, pardon, escape, death, etc.)	M
	Option to define the status of the inmate in accordance with the security zones established by the Penitentiary Code	S
14	Option to attach documents	M
15	<p>Option to export certificates in accordance with the established formats for the personal file.</p> <p>If there is a need for them to be printed on special accounting forms, the format for printing on paper must correspond to the design of those forms.</p>	M

1.2.2.1.3. Education

In this section, data regarding the inmate's education, profession, language proficiency, received state awards, and other skills are processed.

Table 6 - The Process of Registration of Information Regarding Education

Name	Description
Activity	PI officer registers information about the inmate through data entry in the interface.
Supplier	PI officer
Prerequisites	All mandatory data to be collected has been entered.
Outcome	Data entered regarding the inmate's education in the PS system
Scenario	<u>Registration/Processing</u>

³⁰ If the system is available in the Bar Association and interoperability is possible, automated entries are made and verified against the registry of certified lawyers.

	<ul style="list-style-type: none"> - The employee with the appropriate authority selects the detainee registered in the System. - In each section of the department, all mandatory fields for data entry are filled out (e.g., name of the educational institution, years of study, specialization, skills, etc.). - If available, supporting documents are also attached (e.g., diploma of higher education, decree for receiving a state award, internationally recognized professional certificates obtained through testing, etc.). - The user instructs to register the action, resulting in the System storing the data in the corresponding tables of the information repository.
Alternative Scenario	
Peculiarities	

The functional requirements of the Education/Profession Section According to the MoSCoW method, are listed below:

Table 7 - Functional Requirements of the Education/Profession Section According to the MoSCoW Classifier

	Education	MoSCoW Classifier
1	The option to enter the following data: ³¹ <ul style="list-style-type: none"> - Education - Profession - Interests - Qualifications/Skills - Language Proficiency - State Awards, Prizes, and Official Titles 	M
2	The option to attach files (documents, images, etc.).	M

1.2.2.1.4. Education

In this section, the work performed by the inmate is processed, both within the PI and outside the PI, for the purpose of the detainee's resocialization. The process begins with the application for obtaining a work permit. The section reflects the links to the applications and their statuses. To view the content of the application, an active link directs to the specific application in the application processing system.

³¹ The required fields for data completion will be specified during the system design phase.

Table 8 - The process of submitting a work application

Name	Activity
Activity	Process of Obtaining Permission for an Inmate to Work Outside the PI
Supplier	Inmate, SPLWD employee, PS employee
Prerequisites	<p>All mandatory data has been entered.</p> <p>In other modules of the system, there are no grounds for automatically rejecting the application.</p>
Outcome	Permission or prohibition to leave for work
Scenario	<p><u>Registration/Processing</u></p> <ul style="list-style-type: none"> - The inmate or a person authorized to act on their behalf selects the completion of the work departure permission application in the applications module. - All mandatory fields for data entry are filled out, and the relevant documents are attached. - The user instructs the system to register the action, resulting in the system performing a compliance check against the rules in the rules management module. - If the compliance check reveals insufficient valid conditions (e.g., incompatible regime, presence of harm, etc.), the application process will be automatically rejected. - Conversely, the registered application will simultaneously appear in the workspaces of the PI head and the SPLWD officer in with corresponding viewing and processing statuses. - The SPLWD officer attaches their conclusion to the application, makes the necessary note in the system, and instructs a status change. The application becomes editable for the PI head. - The PI head records their decision in the system, either rejecting or approving the application. - Upon approval, the right to leave is automatically granted, which is recorded in the appropriate section. - After departure, the inmate or their authorized representative inputs the employment contract signed with the employer into the system. - Once the contract draft is entered, it becomes accessible to the PS SPLWD employee.

	<ul style="list-style-type: none"> - The PS SPLWD employee inputs the tax identification number (TIN) and conducts a request with the State Revenue Committee (SRC). Based on the analysis of the obtained data, they present their decision, changing the application status in the system. - Based on the received information, the PS employee makes the corresponding decision to either reject or approve the application. - The system sends automated notifications with relevant content to all participants.
Alternative Scenario	
Peculiarities	

The functional requirements of the Work Section According to the MoSCoW method, are listed below.

Table 9 - Functional Requirements of the Work Section According to the MoSCoW Classifier

	Work	MoSCoW Classifier
1	<p>The following data entry options are available³²:</p> <ul style="list-style-type: none"> - Employer (TIN or name, address—legal and actual, type of activity, director's details—passport and contact information) - Nature of work - Date of starting work - Information regarding the work schedule (select from options: five-day, six-day, shift work, working hours) 	M
2	The option to attach files (documents, images, etc.) in various formats (doc, xls, pdf, jpg)	M

1.2.2.1.5. Rewards and Penalties

This section should present data regarding the rewards and penalties imposed to the inmate. The section reflects the links to the applications and their statuses. To view the content of an application, an active link directs the user to that specific application in the application

³² The required fields for data completion will be specified during the system design phase.

processing system. Access to the application is ensured through the permissions of the user management module.

Table 10 - Process of Providing Rewards

Name	Description
Activity	Provision of rewards to the inmate
Supplier	PI head, PI employee, SPLWD, PS, Resocialization Evaluation Commission
Prerequisites	All mandatory collected data has been entered There are no grounds for automatically rejecting the application in the other modules of the system
Outcome	Approval or rejection of the provision of rewards
Scenario	<p><u>Registration</u></p> <ul style="list-style-type: none"> – The PI employee submits a report regarding the application of rewards to the inmate. – The mandatory fields for data entry are filled out, and relevant documents are attached if necessary. – The user instructs the system to register the action, resulting in the report appearing in the workspaces of the stakeholders: PI head, SPLWD, Resocialization Evaluation Commission, each with the authority to act within their access rights. – Members of the Resocialization Evaluation Commission review the report and present a conclusion regarding the application of the reward, making a note in the system and attaching relevant documents if necessary. – The application becomes editable in the workspace of the SPLWD officer. – SPLWD officer makes the appropriate note in the system, attaching their conclusion to the application if necessary, and instructs a status change. – The application becomes editable for the PI head. – The PI head records their decision in the system, either rejecting or approving the application. – In case of rejection, it is simply added to the inmate's file applications as an active link. – In case of a positive decision, the head of the institution selects the type and quantity of the reward to be granted from the list.

	<ul style="list-style-type: none"> – As a result of the approval of the application, these data are automatically recorded in the inmate's personal space (an additional visitation is added to the two specified visitations). – The system sends automated notifications with relevant content to all participants and stakeholders.
Alternative Scenario	
Peculiarities	

Table 11 - Process of Imposing Penalty

Name	Description
Activity	Imposing penalty to inmate
Supplier	PI head, PI employee, SPLWD, PS, Resocialization Evaluation Commission
Prerequisites	All mandatory collected data has been entered There are no grounds for automatically rejecting the application in the other modules of the system
Outcome	Approval or rejection of imposing penalty
Scenario	<u>Registration</u> <ul style="list-style-type: none"> – The PI employee submits a report regarding the application of a sanction to the inmate. – The mandatory fields for data entry are filled out, and relevant documents are attached if necessary. – The user instructs the system to register the action, resulting in the application appearing in the PI head's workspace. – The PI head forwards the application to the Resocialization Evaluation Commission. The forwarding can also be done automatically based on the conditions available in the rules management module. – Resocialization Evaluation Commission reviews the report and presents a conclusion regarding the application of the sanction, making a note in the system and attaching relevant documents if necessary, and instructs the next action. – The report becomes editable for the PI head. – The PI head records their decision in the system, either rejecting or approving the report.

	<ul style="list-style-type: none"> – In case of rejection, it is simply added to the detainee's file applications as an active link. – In case of a positive decision, the head of the institution selects the type and quantity of the sanction to be applied from the list. – As a result of the approval of the report, these data are automatically recorded in the inmate’s personal space (for example, a ban on using the phone for 2 months). – Through the interoperability platform, information regarding the decision to apply the sanction is also sent automatically to the EMS in case of transfer to a penalty cell. – The system sends automated notifications with relevant content to all participants and stakeholders. –
Alternative Scenario	
Peculiarities	

Functional requirements of the Rewards and Penalties Section According to the MoSCoW method, are listed below.

Table 12 - Functional Requirements of the Rewards and Penalties Section According to the MoSCoW Classifier

	Reward/Penalty	MoSCoW Classifier
1	The option to enter applications and reports by employee	M
2	The display of at least the following data regarding rewards: <ul style="list-style-type: none"> - Person proposing the reward - Person assigning the reward - Type of reward - Date of reward assignment, etc. 	M
3	Display of at least the following data regarding penalties: <ul style="list-style-type: none"> - Person proposing the penalty - Person assigning the penalty - Details/characteristics/restrictions of the applied penalty - Date of penalty assignment - Date of penalty termination, etc. 	M
4	The option to register rewards and penalties as per inmate	M
5	Notification possibility, e.g. regarding the conclusion of the specified number of days in the penalty cell.	M

6	Automatic change of the penalty status (active, passive, including postponed execution)	M
7	The option to export documents	M
8	The option to attach documents	M

1.2.2.1.6. Visit

This section should present data regarding visitations of the inmate. Visitation registrations can be carried out either through a request submitted by the inmate from their personal domain or must be conducted in the public domain in advance through online registration. The online registration of applications/complaints in the public domain is described in more detail in section 1.2.2.3.3. of this document. Visitations are conducted in accordance with the internal regulations of the PI.

It is also possible for individuals with unrestricted entry and exit rights to visitation detainees and those in custody without special permission. These visitations are not processed according to the procedure provided below; they are simply recorded. They are included in the Visitations section of the Registration module.

Table 13 - Visitation Registration Process

Name	Description
Activity	Authorization of visitation to inmate
Supplier	PI head, PI employee, applicant from public domain, inmate
Prerequisites	Users have completed all necessary identifications. All mandatory collected data has been entered. There are no grounds for automatically rejecting the application in the other modules of the system.
Outcome	Decision on authorizing visit
Scenario	<p><u>**Registration**</u></p> <ul style="list-style-type: none"> - Person who has undergone identification in the public domain selects the detainee (the conditions and degree of data accessibility are subject to clarification with the Purchaser in accordance with legislation during the execution phase) and submits a request for a visitation permit by filling out the related information and required documents. - The application will be registered, and the applicant will be provided with a unique code to track its progress.

	<ul style="list-style-type: none"> - The system performs a match with the rules available in the rules management module. - If the match results in sufficient conditions for rejection (e.g., a designated penalty, the allowable number of visitations/meetings has been exhausted, an epidemic situation has been declared within the given PI, etc.), the application will be automatically rejected. The user will receive a notification with the relevant content. - The inmate receives a notification regarding the visitation request. The same notification is also reflected to the relevant employee member(s) of the PI (e.g., the responsible person for the detainee's holding sector, the duty officer of the day, etc.), who, upon receiving the notification, informs the inmate and records the inmate’s decision in the system to accept or reject the visitation/meeting. - In the case of rejection, the application process is suspended. - Upon agreement, the application becomes editable for the head of the PI. The head of the PI records their decision in the system regarding the rejection or approval of the application. - As a result of the approval of the application, the relevant data is automatically recorded in the inmate's personal domain, and a reservation is made from the allowable quantities (e.g., one visitation becomes available from two allowable visitations). The final clearance of the reserved visitation is carried out by PI employee upon actual confirmation of the visit. - The user in the public domain is provided with the opportunity to print a special document (for example, with a specific number and/or QR code), which will allow them to be easily identified on the permitted day of the visit. This authorization is available to the user until the actual visitation takes place. - The system sends automatic notifications with the relevant content to all participants.
Alternative Scenario	<p>In this case, the initiator of the application is the inmate.</p> <p>In the entered data, instead of the inmate, the person whom they wish to visitation is indicated.</p> <p>All other actions follow the main functional workflow.</p>
Peculiarities	

Functional requirements of the Visitation Section according to the MoSCoW Classifier, are provided below:

Table 14 - Functional Requirements of the Visitation Section According to the MoSCoW Classifier

	Visit	MoSCoW Classifier
1	The option for citizens to submit applications.	M
2	The option to register visitor and visitation data.	M
3	Obtaining data of the translation organization from the State Revenue Committee.	M
4	Automatic verification of translator data against the existing list of translators in the database.	M
5	Selection of foreign languages for translation.	M
6	The option to account for the number of translations.	M
7	The option to specify the type of translation (written, verbal).	M
8	The option for the inmate to confirm or reject the visitation request.	M
9	The option for an authorized person to confirm or reject the visitation request.	M
10	Identification of visiting individuals with those listed in the personal data section under the family/relative sub-section.	M
11	Accounting for the number and duration of visitations according to the type of penalty of the inmate.	M
12	The option to send notifications.	M
13	The option to export documents.	M
14	The option to attach documents.	M

1.2.2.1.7. Self-Harm, Suicide Attempt

This section should present data regarding the instances of self-harm carried out by the detainee and any incidents of suicide (attempts).

Table 15 - Process of Registration of Self-Harm, Suicide Attempt

Name	Description
Activity	Registration of self-harm and suicide attempts by the inmate.
Supplier	PI head, PI employee, EMS PTCI, EMS systems
Prerequisites	
Outcome	Registered record
Scenario	<u>Registration</u>

	<ul style="list-style-type: none"> – The employee selects the inmate and enters the record regarding the self-harm/suicide attempt. – As a result of executing the instruction, the record becomes editable for the PI head. – The PI head or the system automatically transmits the information to the EMS PTCI and EMS systems through the interoperability module. – The status of the record remains unchanged until the relevant conclusions are received from the EMS PTCI and EMS systems.
Alternative Scenario	
Peculiarities	

Functional requirements of the Self-Harm, Suicide Attempt Section according to the MoSCoW Classifier are provided below.

Table 16 - Functional requirements of the Self-Harm, Suicide Attempt Section According to the MoSCoW Classifier

	Self-Harm, Suicide Attempt	MoSCoW Classifier
1	The option for employee to enter applications.	M
2	The option to enter at least the following data: <ul style="list-style-type: none"> - Type of self-harm (self-harm, self-harm attempt, suicide attempt, suicide) - Start and end of self-harm (excluding suicide) - Reason for self-harm 	M
3	Data exchange with EMS	S
4	Data exchange with EMS PTCI	S
5	The option of data export	M
6	The option of data attachment	M

1.2.2.1.8. Transfers

This section should present data related to the transfers of the detainee.

In particular, the transfers can be:

- Local (within the same PI)

- Internal (for example, from one PI to another)
- External (for example, from the PI to the court)

Transfer Registration Processes

Table 17 - Transfers within PI (local)

Name	Description
Activity	Report to transfer the inmate
Supplier	PI head, PI employee
Prerequisites	
Outcome	Authorization of transfer
Scenario	<p><u><i>Registration/Processing</i></u></p> <ul style="list-style-type: none"> - The employee selects the inmate, the destination cell, and inputs the relevant transfer information, attaching supporting documents if available or necessary. - The employee issues the command to register the report. - The system automatically compares the data of the inmate and the selected cell, along with the data of those currently held in that cell. - In case of discrepancies, the report is automatically assigned a "pending" status. The workflow is paused until the conflicting issues are resolved. The PI head receives a notification. - Upon issuing the register command, the record becomes editable for the PI head. - The PI head can activate the "Transfer Assistant," which will display the most suitable and available cells for the transfer based on predefined criteria. - The PI head can either change the destination cell or leave it unchanged. - The PI head either rejects or approves the transfer request. - In case of rejection, the request becomes non-editable and is stored in the incarcerated person's personal file as an active reference. - In case of approval, a place is reserved in the selected cell in the Virtual PI, which can no longer be assigned to another individual for transfer. - The employee responsible for the actual transfer records the fact of the transfer in the system, specifying the date and time.
Alternative Scenario	<p>The transfer request is submitted by the inmate or by a person authorized to act on their behalf.</p> <p>The subsequent actions follow the main scenario.</p>

Peculiarities	
---------------	--

Table 18 - Transfer from PI to another PI (internal)

Name	Description
Activity	Report on transferring the inmate
Supplier	PS officer, PI employees, Transfer unit.
Prerequisites	Authorization of the transfer commission
Outcome	Transferred inmate
Scenario	<p><u>Registration/Processing</u></p> <ul style="list-style-type: none"> – PS officer selects the inmate, the PI to which the transfer is to be made, and enters the relevant transfer information, attaching supporting documents if available or necessary. – The employee issues the command to register the application. – The transfer unit is notified about the upcoming transfer. – The unit officer notes the date/time of the transfer in the application. For security reasons, the license plate of the escort vehicle and the data of the personnel conducting the transfer may be added either at the time of transfer or shortly before. If entered in advance, this information becomes visible to the PI staff approximately 1 hour before the scheduled transfer time. – Upon approval, the system automatically notifies the source and destination PIs, as well as the inmate. – The time of departure from the source PI is recorded in the application. – The system automatically updates the accessibility of the inmate's information in the system. – The time of arrival is recorded at the destination PI, and if necessary, updates to the personal data are made. – A "Local" allocation function is executed. The officer escorting the inmate records the fact of their placement in the system, specifying the date and time. – The application process is then completed.
Alternative Scenario	<p><u>Scenario 1</u></p> <ul style="list-style-type: none"> - The transfer request is submitted by the inmate or by a person authorized to act on their behalf. - The request appears before the PI head, and if approved, the subsequent process proceeds according to the main function. <p><u>Scenario 2</u></p> <ul style="list-style-type: none"> - The transfer request is submitted by the PI official or head. The subsequent process proceeds according to the main function.

Peculiarities	If there are pending transfer requests left incomplete by previous PI officers, they are automatically transferred to the appropriate officer at the destination PI.
---------------	--

Table 19 - Transfer at the Request of Other Agency (External)

Name	Description
Activity	Report to transfer the inmate
Supplier	Official of the external agency, PI heads, PI employees, Transfer Unit
Prerequisites	Interoperability is in place or Accessibility of the respective agency system
Outcome	Transfer authorization
Scenario	<u>Registration/Processing</u> <ul style="list-style-type: none"> – An external agency officer selects the inmate and enters the transfer-related information, attaching relevant documents. – The officer issues the command to register the application. – The system automatically compares the inmate's data and, in case of transfer infeasibility, displays an appropriate message. – Once the register command is executed, the record appears in the PI head's (or the responsible duty officer's) domain. – It is automatically or manually assigned to the heads of responsible units. – The PI head either rejects or approves the transfer request. – In case of rejection, with mandatory specification of the reasons, the application is automatically returned to the external agency officer. – In case of approval, the transfer unit is automatically notified. – The unit officer confirms the date/time for the transfer execution. – Automated notifications are sent to the source PI and the inmate. – The actual date/time of departure from the source PI is entered into the application. – The actual date/time of arrival at the destination PI is entered into the application. – If necessary, external examination data is recorded, and personal information is updated. – The application process is completed.

Alternative Scenario	If such a requirement arises during the system development phase, the PI employee will enter the data instead of the external agency official. The subsequent process will follow the steps outlined in the main function.
Peculiarities	

Functional requirements of the transfer section according to the MoSCoW Classifier are provided below.

Table 20 - Functional Requirements of the Transfer Section According to the MoSCoW Classifier

	Transfers	MoSCoW Classifier
1	The option to submit a request by an officer, and to receive the request through interoperability with another agency.	M
2	The option to reflect at least the following data regarding transfers: <ul style="list-style-type: none"> - The detainee being transferred - The person submitting the transfer request - Type of transfer (local, internal, external) - Distribution location (local, internal) or presentation location (external) - Date of transfer - Actual departure from the source location - Actual arrival at the destination location or return to the source location 	M
3	Transfer unit carrying out the transfer	M
4	The chronology of options suggested by the system's tipper (only for local and internal transfers)	M
5	The decision and conclusion of the PMC employee, if necessary	S
6	The option to specify reasons for denial or impossibility of distribution (health condition, absence of the transfer unit, etc.)	M
7	Data regarding external screening at the time of departure and arrival	S
8	The option to export documents	M
9	The option to attach documents	M

1.2.2.1.9. Leaves

This section should present data regarding the short-term and long-term departures of the inmate.

Table 21 - Leave Registration Process

Name	Description
Activity	Decision on the inmate’s leave
Supplier	PI head, PI employee, Inmate, RSAC, EMS PTCI, MOIA
Prerequisites	
Outcome	Leave authorization
Scenario	<u>Registration/Processing</u> <ul style="list-style-type: none"> – The inmate or person authorized to act on their behalf submits a request for a departure from their personal page. – Depending on the inmate's status, whether they are a remand inmate or a convicted person, the document follows different workflows. – In the case of a detainee, the request is forwarded to the body conducting the criminal investigation via the interoperability platform. Feedback is received regarding the decision on approval or denial. In case of integration impossibility, this workflow is provided in the "E-penitentiary 2.0" system for special user roles (if such a requirement is presented by the Purchaser during the system development phase, through the staff of the correctional institution—via paper method). – In the case of a convicted person, the request is directed to the resocialization commission, where a conclusion is added. – The commission adds a conclusion to the request. – The request becomes editable for the head of the PI. – The head of the PI either approves or denies the departure request. – In the case of denial, it is recorded in the detainee's application section as an active link. – In the case of approval, written notifications about the decision are sent to the MOIA according to the interoperability scenario. – The right to depart is automatically recorded in the detainee's personal file, based on which the official carries out their actions.
Alternative Scenario	
Peculiarities	

Functional requirements of the leave section according to the MoSCoW Classifier are provide below.

Table 22 - Functional Requirements of the Leave Section According to the MoSCoW Classifier

	Leaves	MoSCoW Classifier
1	The option for the inmate to enter application	M
2	The option to reflect at least the following data on leave <ul style="list-style-type: none"> - Leave provider - Type of leave (long-term, short-term) - Purpose of leave (social-rehabilitation, personal, exceptional, etc.) - Duration of leave - Start/end of the leave, etc. 	M
3	The option to calculate leaves	M
4	The option to track and display an increase in the number of leaves as a result of rewards, including automatic.	M
5	The option to export documents	M
6	The option to attach documents	M

1.2.2.1.10. Parcels

This section should present data regarding the inmate's receipt and sending of parcels. All applications, all parcels actually received, the individuals who delivered them, and the time limits related to parcel restrictions must be included.

Table 23 - Parcel Registration Processes

Name	Description
Activity	The process of registration and management of parcels
Supplier	PI head, PI employee, inmate, citizen
Prerequisites	Sufficient balance of the parcel
Outcome	Delivery permission (checking), parcel delivery
Scenario	<u>Registration/Processing</u> <ul style="list-style-type: none"> - In the public domain, the citizen submits a request regarding transfer of a parcel. The mandatory fields

	<p>include the preferred time period for physical transfer of the parcel and the expected weight.</p> <ul style="list-style-type: none">– The system automatically performs a matching against the rules present in the rules management module.– If the matching results in insufficient valid conditions (for example, absence of allowable residue for the specified time period, presence of penalties, quarantine declared within the specified PI boundaries, temporary suspension of parcel receptions, etc.), the request for parcel transfer will be automatically denied. The user will receive a notification with the relevant content.– The detainee receives a notification regarding the request to transfer the parcel. The same notification is also reflected to the relevant officer(s) of the PI (responsible for the inmate's holding sector, duty officer of the day). If necessary, at the request of the detainee, the officer records the inmate's decision in the System to accept or deny the parcel transfer by the individual.– In the case of denial, the request process is suspended, and relevant notifications are sent to the parties involved.– The individual who has received consent for the parcel submission from the inmate continues to remain on the list of persons allowed to transfer parcels, unless there is an action taken by the inmate to remove them.– The head of the PI either denies or approves the parcel transfer request, or it is done automatically based on the relevant validation rules of the rules management module.– In the case of denial, the request process is suspended, and it is recorded in the inmate's file as an active link.– In the case of approval, based on the current workload of parcel transfers for the specified PI, the system automatically offers the public domain applicant nearby available time slots for the specified period when the physical transfer of the parcel can take place.– The applicant selects the proposed time, and a special code is generated for them.– The officer responsible for accepting the parcel accepts it, making changes in the System, and the actual weight being transferred is recorded.
--	--

	<ul style="list-style-type: none"> – The system reduces the allowable quantity for the inmate by the approved amount. – The request is considered closed.
Alternative Scenario	In the case of parcel transfers without a previously approved request, the entry is carried out by the authorized official of the PI, and the subsequent process is executed in accordance with the key points of the main functionality.
Peculiarities	

Functional requirements of the Parcel Section according to the MoSCoW Classifier are provided below

Table 24 - Functional requirements of the Parcel Section According to the MoSCoW Classifier

	Parcels	MoSCoW Classifier
1	Application for Delivery of Parcel (for inmate or citizen) <ul style="list-style-type: none"> - Date of dispatch - Recipient’s details - Sender’s details - Weight of the parcel - Expected actual delivery date 	M
2	The following details must at least be reflected regarding the received parcel: <ul style="list-style-type: none"> - Date of receipt - Person delivering the parcel - Authorizing person - Recipient - Weight of the parcel, etc. 	M
3	Details of the identified person delivering the parcel	M
4	The option to export documents	M
5	The option to attach documents	M

1.2.2.1.11. Parcels

This section should present data regarding video and phone calls by the incarcerated individual. The PI officer records a log of the actual instances of use and their durations, based on the threshold fixed for the inmate.

The system automatically deducts from the threshold after each actual recorded contact, based on the different types of communication. These amounts are also automatically increased or decreased in line with any rewards or penalties applied.

Table 25 - Video/Phone Calls Registration Processes

Name	Description
Activity	PI officer registers information on the inmate through entering it in the interface.
Supplier	PI officer
Prerequisites	All mandatory data has been entered
Outcome	Registered data on use of video/phone calls by the inmate
Scenario	<p><u>Registration</u></p> <ul style="list-style-type: none"> – The PI officer with the appropriate authorization selects the inmate registered in the system. – The type of communication to be used is chosen: video call/phone call. – The system displays the thresholds. – The phone number and individual being called are entered. – The PI officer inputs the actual duration of the session, which must be equal to or less than the remaining balance. – The officer instructs to save the data. – The selected communication type is reduced accordingly. – The system automatically records the data in the system as a log.
Alternative Scenario	The application is filled out by the inmate, and if there is remaining balance available, the application is submitted to the PI official.
Peculiarities	Calls with the lawyer are logged but do not affect the available balance.

Functional requirements of video/phone calls section according to the MoSCoW Classifier, are provided below

Table 26 - Functional Requirements of Video/Phone Calls Section According to the MoSCoW Classifier

	Video/Phone Call	MoSCoW Classifier
--	------------------	-------------------

1	<p>The following data entry options must be available:</p> <ul style="list-style-type: none"> - Type (video call or phone call) - Date of the communication - Duration - Contact information (phone number, first name, last name, and other notes as needed) 	M
---	---	---

1.2.2.1.12. Registration of Sealed Envelopes/Parcels/Packages

This section should provide data regarding letters sent by the inmate in sealed envelopes. This process does not involve a workflow but simply serves as a registration procedure.

Table 27 - Process of Registration of Sealed Envelopes/Parcels/Packages

Name	Description
Activity	PI officer records the fact of the inmate sending a sealed envelope.
Supplier	PI officer
Prerequisites	All mandatory data has been entered.
Outcome	The fact of the inmate submitting a sealed envelope has been recorded.
Scenario	<p><u>Registration</u></p> <ul style="list-style-type: none"> – The PI officer with the appropriate authorization selects the inmate registered in the system. – The necessary data is entered during the envelope dispatch process. – The PI officer instructs to register the data. – The system records the data in the system as a log. – These entries can no longer be edited.
Alternative Scenario	
Peculiarities	<ul style="list-style-type: none"> - In the case of a registered letter, the PI officer makes additional entries in the relevant fields regarding its delivery or return. - The data can no longer be edited.

Functional requirements of the Sealed Envelops Section According to the MoSCoW Classifier, are provided below

Table 28 - Functional Requirements of the Sealed Envelops Section According to the MoSCoW Classifier

	Registration of Sealed Envelopes/Parcels/Packages	MoSCoW Classifier
1	For letters sent in sealed envelopes, the system must allow the entry of at least the following data: - Date of dispatch - Recipient’s details - Weight of the letter - Method of delivery	M
2	In the case of registered delivery: - Confirmation of delivery, including the date - In case of non-delivery, details of the return	S

1.2.2.1.13. Prohibitions

This section should present detailed information regarding the prohibitions imposed on the inmate.

Table 29 - Prohibition Registration Processes

Name	Description
Activity	PI officer registers decisions on prohibitions imposed on the inmate.
Supplier	PI officer, Interoperability Platform
Prerequisites	All mandatory data has been entered/received.
Outcome	Registered prohibitions
Scenario	<u>Registration</u> <ul style="list-style-type: none"> – PI officer selects the inmate registered in the System. – The type of prohibition is chosen. – The System displays the required data according to the selection made. – PI officer enters the data regarding the prohibition. – PI officer instructs to register. – The System records the data in the System as a history. – If the prohibition has a specific duration, the System will automatically suspend it on the expiration date. – The inmate and the officers receive automatic notifications.

Alternative Scenario	<ul style="list-style-type: none"> - Information regarding prohibitions is obtained through the interoperability platform (court decision, Probation Service conclusion, etc.). - PI officer completes/adds any missing information (data received from other systems must be non-editable). - PI officer instructs to register. - Other actions are performed according to the main scenario.
Peculiarities	

Functional requirements on the Prohibitions Section according to the MoSCoW Classifier, are provided below

Table 30 Functional Requirements on the Prohibitions Section According to the MoSCoW Classifier

	Prohibitions	MoSCoW Classifier
1	<p>The option to enter at least the following data regarding prohibitions:</p> <ul style="list-style-type: none"> - Type of prohibition, - Issuing authority of the prohibition, - Decision number, - Start and end date of the prohibition, etc. - 	M
2	The option to attach documents	M

1.2.2.1.14. Conditional Early Release

This section should present detailed information regarding the detainee's conditional early release.

Table 31 - Process of Conditional Early Release

Name	Description
Activity	Process of Conditional Early Release
Supplier	PS, PI head, inmate, citizen
Prerequisites	Less than certain percent of the sentence execution period remaining according to law
Outcome	Decision
Scenario	<u>Registration/Processing</u>

	<ul style="list-style-type: none">– The inmate or a citizen in the public domain submits a request for conditional early release.– The System performs a matching against the rules present in the rules management module.– If the matching results in insufficient valid conditions (for example, remaining sentence duration less than that stipulated by the Criminal Code, fewer points than those established by the government for release, etc.), the request will be automatically denied.– Users will receive a notification with the relevant content.– If all valid conditions are met, the request is registered.– The request appears before the head of the PI.– The request is directed to the responsible department of the PS.– The request is forwarded to the Probation Service through the interoperability platform.– Feedback is received from the responsible PS officer’s conclusion, which is recorded in the System.– Conclusions provided by the Probation Service are received back through the interoperability platform.– If both reports are negative, the request is automatically denied.– If all received conclusions are positive, the request becomes editable for the head of the PS.– If one conclusion is positive and the other is negative, the request is returned to the applicant's workspace. The applicant decides whether to continue the request process.– Head of the PS submits a petition to the court for the conditional early release of the inmate. If there is interoperability with the judicial system, this is done automatically.– The request remains in the relevant status until the court’s decision is made, which is recorded in the System (including through interoperability).– In the case of a positive decision, it is registered in the System as the basis for release.
--	---

Alternative Scenario	According to the rules established in the System, the automatic processing of the application occurs when the conditions are satisfied.
Peculiarities	In the case of the applicant's decision to suspend the application process, it is terminated and added to the inmate's personal file as an active reference.

Functional requirements of Conditional Early Release Section According to the MoSCoW Classifier are provided below.

Table 32 - Functional requirements of Conditional Early Release Section According to the MoSCoW Classifier

	Conditional Early Release	MoSCoW Classifier
1	<p>The application for conditional early release must include the option to enter at least the following data:</p> <ul style="list-style-type: none"> - Applicant's information (name, surname, passport details, status: citizen/lawyer/official), - Inmate's information (name, surname, passport details, PI) for whom the application is submitted, - Generated points according to each criterion, - Remaining sentence duration at the time of the application, - Other data as necessary. 	M
2	The option to attach documents	M

1.2.2.1.15. Hunger Strike, Thirst Strike

This section should present data regarding the hunger strike and thirst strike conducted by the detainee.

Table 33 - Hunger Strike/Thirst Strike Registration Process

Name	Description
Activity	PI officer registers the fact of hunger strike/thirst strike
Supplier	PI officer, Inmate
Prerequisites	All mandatory data has been entered
Outcome	Registered cases of hunger strike/thirst strike

Scenario	<u>Registration</u> <ul style="list-style-type: none"> – Registration – The inmate logs into their personal area. – They navigate to the hunger strike/thirst strike section and make a selection. It is possible to select both a hunger strike and a thirst strike simultaneously. – If desired, they indicate the intended start/end date or choose to make it indefinite. – If desired, they specify the circumstances serving as the basis for the decision-making. – The inmate enters the application. – The application appears in the responsible unit's domain. – Other units (SPLWD, SAD, OD), as well as the PI head, are automatically notified. – The data is transmitted to the PMC system via the interoperability platform. – An employee of the PI with the appropriate authority records information about the process and health status in the System according to the established schedule. – The officer receives automatic notifications.
Alternative Scenario	<ul style="list-style-type: none"> - The application is entered by a PI employee (if the detainee refuses to submit the application). - The subsequent process follows the main scenario.
Peculiarities	

Functional requirements of Hunger Strike/Thirst Strike section according to the MoSCoW Classifier, are provided below

Table 34 - Functional Requirements of Hunger Strike/Thirst Strike Section According to the MoSCoW Classifier

	Hunger Strike/Thirst Strike	MoSCoW Classifier
1	The option for the inmate/PI employee to enter the application.	M
2	The option to specify the purpose of the hunger strike and thirst strike.	M
3	The option to indicate the start and end dates of the hunger strike and thirst strike.	M
4	The option to attach documents.	M

1.2.2.1.16. Placement

This section should present data on the accommodation of the inmate.

Table 35 - Placement Process

Name	Description
Activity	Placement Commission makes a decision on placement of the inmate.
Supplier	Secretary and members of the Placement Commission (including officials from external agencies who are users of the System).
Prerequisites	<ul style="list-style-type: none"> - All mandatory data has been entered - - There is a court decision in effect regarding the imposition of a sentence.
Outcome	The approved location of the inmate's placement.
Scenario	<p><u>Registration</u></p> <ul style="list-style-type: none"> – The secretary of the commission logs into the Placement Management Module of the System. – They select the inmate for placement. – They instruct the placement advisor to retrieve placement options. – The System matches the inmate's data with the placement logics and rules, suggesting the most relevant PI(s). – The list is documented with the case and is not editable. – The secretary selects any of the proposed options or suggests their own option. – If an alternative option is suggested, the Notes field becomes mandatory. – The secretary attaches the profile created for the inmate. – The secretary instructs the commission members <i>to proceed with the placement</i>. A place is recorded in the selected virtual PI, which is no longer subject to transfer for another inmate. – The System automatically sends notifications to the commission members. – Each member makes a note in the System regarding the proposed placement, indicating agreement or disagreement.

	<ul style="list-style-type: none"> – If desired, they specify the circumstances serving as the basis for their decision-making. – The case returns to the secretary of the commission for editing after all members have recorded their decisions. – If the proportion of positive votes is favorable, the secretary confirms the placement. – The System automatically initiates the start of the corresponding transfer request. – If the proportion of votes is negative, a rejection decision is made. – The necessary documents are printed from the System. – All participants receive notifications through the System.
Alternative Scenario	The System makes an automated decision on placement or rejection based on the votes of the commission members.
Peculiarities	The commission members confirm their decisions with an electronic signature.

Functional requirements of the placement section according to the MoSCoW Classifier, are provided below.

Table 36 - Functional Requirements of the Placement Section According to the MoSCoW Classifier

	Placement	MoSCoW Classifier
1	<p>The decision on the placement of the convict by the Distribution Commission must include at least the following data entry options:</p> <ul style="list-style-type: none"> - Decision number - Date of the decision - Placement institution - Security zone <p>These data should be possible to be reflect based on the automated decision of the system regarding the distribution.</p>	M
2	The option to notify all participating units and officials from other agencies involved in the distribution.	M
3	The option to enter data on the implementation of the transfer resulting from the placement.	M
4	The option to export documents	M
5	The option to attach documents	M

1.2.2.1.17. Clothing and Personal Items

This section should collect and record information about the clothing and personal items of detainees and convicts upon their admission to the PI.

Table 37 - Clothing and Personal Items Registration Process

Name	Description
Activity	PI officer registers clothing and personal items of inmates upon their admission to the PI.
Supplier	PI officer, detainee/convict.
Prerequisites	Detainee or convict has not been transferred from another PI. All mandatory data has been entered.
Outcome	Protocol on clothing and personal items
Scenario	<u>Registration</u> <ul style="list-style-type: none"> – The PI officer logs into the System and navigates to the "Personal Items" section of the already registered inmate. – They enter data regarding the clothing and all available items. Each item is listed on a separate line with a corresponding description, quantity, and, if possible, a photo. – The inmate is prompted to confirm the list of items in the System by clicking the corresponding instruction. – The list of items then becomes editable.
Alternative Scenario	<ul style="list-style-type: none"> - The inmate refuses to click the confirmation instruction in the System,. - the System makes available the "Print the Report" instruction to the PI officer - PI officer exports and prints a document in the appropriate format containing the filled data. - The inmate signs the paper report. - PI official scans it and uploads it to the System. - The list of items becomes non-editable.
Peculiarities	Upon the detainee's release, they <ul style="list-style-type: none"> - confirm the receipt of their items in the System,

	<p><i>or</i></p> <ul style="list-style-type: none"> - sign a receipt form, which is uploaded to the System by the PI official.
--	---

Functional requirements of Clothing and Personal Items section according to the MoSCoW Classifier, are provided below

Table 38 - Functional Requirements of Clothing and Personal Items Section According to the MoSCoW Classifier

	<u>Clothing and Personal Items</u>	MoSCoW Classifier
1	<p>The option for the PI staff to enter the list includes:</p> <ul style="list-style-type: none"> - Serial number - Description - Quantity - Unit of measurement - Photos (if possible) 	M
2	Data of the officer that makes the entries	M
3	The option to attach documents	M

1.2.2.1.18. Personal Account Card

This section should register the movement of funds in the personal account of the inmate. The inmate is provided with the opportunity to use the funds available in their account to purchase food and essential items. The acquisition is carried out by filling out the appropriate type of application and through the procurement and transfer of goods as per the application by the staff of the PI material and technical department. The process also involves the PI accountant, who manages the entries in the account ledger.

Table 39 - Management Process of the Personal Account Card.

Name	Description
Activity	Acquisition and transfer of goods based on the application completed by the inmate.

Supplier	PI officer, Inmate.
Prerequisites	Balance of funds in the personal account — salary, pension, or other funds. Absence of prohibitions.
Outcome	Acquisition of food and essential items by the inmate.
Scenario	<p><u>Registration</u></p> <ul style="list-style-type: none"> – The inmate logs into the System and navigates to the "Personal Account" section. The System displays information about the balance of funds available in the account. The inmate can view the history of deposits/withdrawals from their account, including the sources and bases, if desired. – If there are funds in the account, the System activates the "Submit Application" instruction. – The inmate clicks on the instruction and fills out the acquisition application by entering the required items and their quantities line by line. – The inmate instructs to submit the application. – The application appears in the domain of the PI officer responsible for procurement, who also receives a notification. – PI officer reviews the list of items presented in the application; if there are any prohibited items, the application is rejected. – PI officer carries out the purchase, after which the purchase details are entered into the System: the quantity and value acquired. – The System automatically reduces the appropriate amount of funds from the inmate's account. – PI officer attaches the cash register receipt. – PI officer hands over the goods to the inmate, which is confirmed by the inmate in the System.
Alternative Scenario	<ul style="list-style-type: none"> - The inmate refuses to click the confirmation instruction in the System. - PI officer clicks on the "Print Application" instruction. - PI officer exports from the system and prints a document in the appropriate format containing the filled data. - The inmate signs the paper application.

	<ul style="list-style-type: none"> - PI officer scans it and uploads it to the System. - The corresponding amount is deducted from the funds.
Peculiarities	<p>The inmate confirms the receipt of the account balance in the System upon release,</p> <p><i>or</i></p> <p>Signs the receipt form, which is uploaded to the System by the PI official.</p>

Functional requirements of Personal Account Card Section according to the MoSCoW Classifier, are provided below

Table 40 - Functional Requirements of Personal Account Card Section According to the MoSCoW Classifier

	Personal Account Card	MoSCoW Classifier
1	Account Balance	M
2	Card flow <ul style="list-style-type: none"> - Inflows: amount, date, basis - Outflows: amount, date, application 	M
3	Data entered by the inmate in the application: <ul style="list-style-type: none"> - Serial number - Names and descriptions of food and items - Quantity - Unit of measurement 	M
4	Data entered by the PI staff in the application: <ul style="list-style-type: none"> - Serial number - Purchased quantity - Value - Cash register receipt (scanned) 	M
5	The option to attach documents	M
6	Date of closing the account	M

1.2.2.1.19. Risks Assessment

This section carries out the assessment of the inmates’ risks and needs, the evaluation of the risk of suicide and self-harm, as well as reflect the results of mental health risk assessments when necessary. This is conducted in accordance with established procedures and periodically, based on the data filled out in the corresponding questionnaires. The questionnaires are managed by the System administrator through the method of defining questions and possible answers in the reference tables. Each question and its corresponding answer are assigned a weight. The System also regulates the ranges of risk levels, based on which the inmate's level of risk is determined. In the case of assessing the risk of suicide and self-harm, the System should also have the capability to create a risk management plan based on the assessment results or, if necessary, without them, with appropriate permissions.

Table 41 - Process of Assessing the Risks of Suicide and Self-Harm

Name	Description
Activity	PI official conducts the assessment of the inmate's risk of suicide and self-harm by filling out the questionnaire.
Supplier	PI official, social psychologist
Prerequisites	All mandatory data has been entered
Outcome	Risk score
Scenario	<p><u>Registration</u></p> <ul style="list-style-type: none"> – PI officer logs into the System and navigates to the already registered inmate's "Risk Assessment" section. – The inmate is invited to undergo a risk assessment. – If the inmate refuses to participate in the assessment, the officer makes a corresponding entry in the System. – The System records the fact, and in accordance with existing regulations, after a certain period (currently set to 24 hours by the System administrator), a notification is sent to the PI officers regarding the need to conduct the assessment again.

	<ul style="list-style-type: none"> – A record of the refusal is also logged in the System. – If the inmate agrees to undergo the assessment, the PI officer reads the relevant questions and logs the selected answers from those provided in the System. – After recording the responses to all questions, PI officer instructs to save the information. – Following this, the questionnaire is printed and signed by the detainee. – PI officer uploads it to the System and instructs to evaluate. – The System calculates the total of the weights assigned to each response. – The total is compared with the established risk ranges, resulting in a risk assessment for the inmate. – In the case of a high or medium risk assessment, an automatic notification is sent to the PI psychologist. – PI psychologist conducts their work outside the System. The date of the work done with the inmate and the assessment given by them is logged in the System. During the development phase of the System, the Purchaser will clarify what data will be entered into the System in the case of conducting an in-depth assessment and its results.
Alternative Scenario	-
Peculiarities	<p>The assessment can be conducted throughout the entire duration of the inmate's stay in the PI.</p> <p>The results of each assessment are recorded in the System.</p>

Functional requirements of the risks assessment section according to the MoSCoW Classifier, are provided below

Table 42 - Functional Requirements of the Risks Assessment Section According to the MoSCoW Classifier

	Risks Assessment	MoSCoW Classifier
1	<ul style="list-style-type: none"> - Questions (sourced from the relevant reference tables) - Selection of predefined answers for each question (sourced from the relevant reference tables) - Date/Time of assessment execution 	M

	- Notes	
2	Assessment result	M
3	Assessment findings	M
4	Data of the assessing officer	M
5	The option to attach documents	M

1.2.2.2. Accounting

In the "E-penitentiary 2.0" system, tools should be designed to facilitate the internal accounting processes of PS/PI. It should be possible to account for not only the functions, circumstances, or other recordable events related to inmates, but also the data regarding objects or subjects, which are currently recorded in ledgers or other paper-based methods.

If the reportable event involves data regarding inmates, the event/circumstance should be linked to the inmate's data and made available as an active link.

In cases where the reportable event or circumstance necessitates initiating a function within another module of the System, the ability to create mutual connections should be available.

Based on the recorded data, it should be possible to perform searches, and the selected search results should be exportable in corresponding formats and layouts (doc/x, xls/x, pdf). The system should allow for the simultaneous selection and export of multiple recordable types. If this cannot be achieved from the search results, a tool should be created with a default logic for exporting.

Specifically, at least the following events should be recorded:

- Escape
- Attempted escape
- Fistfight
- Discovery of prohibited items
- Dispute
- Disobedience
- Property damage
- Searches
- Training sessions
- Self-organized groups
- Suicide attempt
- Self-harm
- Death
- Visitations
- Events (sports, educational, cultural, religious)

- Other

Table 43 - Registration Processes

Name	Description
Activity	PI officer records any incident/event that arises within the PI.
Supplier	PI officer, Interoperability Platform
Prerequisites	All mandatory data has been entered/sent.
Outcome	Recorded incident/event
Scenario	<p><u>Registration</u></p> <ul style="list-style-type: none"> – PI officer selects the inmate registered in the System. – The type of incident/event is chosen. – The System automatically displays the required data set corresponding to the selected choice. – PI officer enters the details regarding the incident/event. – If necessary, relevant documents are also attached. – PI officer instructs the System to record the incident/event. – The System logs the data in the System. – The inmate and officers receive an automated notification. <p>-</p>
Alternative Scenario	<ul style="list-style-type: none"> - Information regarding prohibitions/restrictions (such as court decisions, Probation Service conclusions, etc.) is obtained through the Interoperability Platform. - PI officer completes the missing information without editing the received data. - PI officer instructs the System to record the information. - Other actions proceed according to the main scenario.
Peculiarities	<p>If it was not possible to identify the participating inmate(s) during the recording of the incident, the entry can be made with specific annotations stating "no participants" and/or "participants not identified."</p> <p>For example, if a prohibited item is found in a cell but it is not possible to determine which inmate it belongs to, the recording will be made with a note regarding the cell and the annotation "participants not identified."</p>

Functional requirements of the Accounting Section according to the MoSCoW Classifier are provided below

Table 44 - Functional requirements of the Accounting Section According to the MoSCoW Classifier

	Cases, Incidents	MoSCoW Classifier
1	<p>The option to input the following data³³:</p> <ul style="list-style-type: none"> - Type of incident - Date of the incident - Description of the incident - Inmate participants in the incident (selected exclusively from the PI list of inmates or marked as unidentifiable) - Officers involved in the incident - Location of the incident (selected from the locations defined in Virtual PI) - Other persons involved in the incident - Other location where the incident occurred 	M
2	<ul style="list-style-type: none"> - The officer who detected or recorded the incident - Measures to be implemented as a result of the incident (if these require the form of an application or report, they must be processed in the "E-penitentiary 2.0" system's application processing module, ensuring integration) 	M
3	Sending notifications	M
4	<ul style="list-style-type: none"> - The option to display and export data on registered incidents - The option to generate print-ready, reporting forms, and templates from the system based on the type of incident - The option to generate print-ready reporting forms and templates from the system based on the type of incident. 	M

1.2.2.3. Application/Report and Document Management Module

"E-penitentiary 2.0" system must be designed to include a management module for electronic reports and applications/complaints (hereinafter referred to as applications). In cases where the logic of PS business processes implies the execution of a document transfer in the form of an

³³ The fields required for data entry will be specified during the system design phase.

application/report from one participant of the system to another, this must happen within the system itself. This section can be divided into two main domains: service and public.

The following three main sections should be distinguished:

- Reports from PI/PS employees,
- Applications/complaints from inmates,
- Public applications/complaints.

Reports from PI/PS employees and applications/complaints from inmates are considered processes within the service domain, as they will be executed by participants who are internal users of the "E-penitentiary 2.0" system.

Public applications/complaints are functions of the public domain. These applications/complaints will be submitted by citizens and will be channeled to the operational domain of the "E-penitentiary 2.0" system.

The online submission of applications/complaints will enable the reduction of daily paperwork, decrease the time required to implement the mentioned processes, and avoid possible technical and functional errors.

The Supplier must design and implement all the forms for reports and applications/complaints currently used by the Purchaser by the completion of the project. Each application/report represents an electronic document conditioned by functional logic, composed of a set of data, workflow statuses, possible actions regarding these, and the entirety of roles authorized to execute them.

Applications/reports can be used independently or as a phase of another business process.

The processing of an application/report may serve as a trigger for the automatic execution of new actions in related business processes. When an application/report becomes a validation condition or component of another process (such as initiation, completion, intermediate result, or necessity), status changes can be automatically executed, and certain actions can be initiated, completed, or restricted within the related business processes.

This logic operates independently of the fact that the management module for applications/reports is a standalone unit, with each application functioning according to its distinct logic and workflow.

For example, when a request for a review of detention conditions is approved, an automatic change can occur in the "Personal File" section, or a specific report may trigger a suspension in the "Transfers" section for a certain duration upon being fulfilled.

Regardless of the form of application/report submission, the submitting individual, or its status, it must be reflected in the system as an active link corresponding to the content of the application/report within the section pertaining to the person who is the subject of the

application/report. If there isn't a clearly defined process, it should appear in the individual's profile under applications/reports.

If an application/report has a specified format, it must be printable from the system in accordance with that print layout.

The system must ensure integration with the identification system currently in operation in Armenia at the time of release. This will enable the electronic validation of applications/reports, giving them legal force and minimizing the circulation of paper versions while the system is operational.

Below are the most commonly used workflows for applications/reports based on their initiators (sources).

In addition to the applications/reports described below, the Supplier should identify and describe those applications/reports used in the direct implementation of PS/PI functions. They should be presented to the Purchaser, and upon approval, included in the updated version of the technical assignment. These must be designed, programmed, tested, and localized within the "E-penitentiary 2.0" system at the time of delivery.

1.2.2.3.1. Employee Reports

Employees authorized as PI/PS can submit reports through the "E-penitentiary 2.0" system. Specifically, within the scope of their authority and access to the user management module, they may submit reports in the system in at least the following cases:

- Proposal for reward/penalty
- Discovery of prohibited items
- Movement of inmate without a security escort
- Report for participation or appearance in court hearings or investigative actions (interoperability with the information systems of the aforementioned bodies)
- Other types of reports

Table 45 - Processing Employee Reports

Name	Description
Activity	Processing employee reports
Supplier	A user who is a system official
Prerequisites	Authorities configured in the User Management module
Outcome	Report and its Processing
Scenario	<u>Registration/Processing</u>

	<ul style="list-style-type: none"> – The official submits a report by entering the required data into the System – The System compares the data with the rules present in the rules management module – The report is sent to the PI head – If there are other participants who can influence the progress of the report, it is also forwarded to their work domain – Through the interoperability platform, the report is also transmitted to external participants involved in the process (information systems of other agencies) – Through the same interoperability mechanisms, feedback in the form of conclusions from these agencies is received – If all expected conclusions are received or if they are not received within the set timeframe, the status of the report automatically changes (the report is moved to the corresponding status) – The report becomes editable for the PI head – Decisions related to the report are made by the PI head based on the report’s logic—approve, reject, or send for revision. If sufficient data is available, these decisions are made automatically – If the decision involves any action or data update in any module of the "E-penitentiary 2.0" system, it is executed automatically – If the decision requires notifying other participants, the System does so automatically – The report is reflected in the inmate’s personal file as an active link
Alternative Scenario	
Peculiarities	

Functional requirements of the Employee Reports Section according to the MoSCoW Classifier, are provided below

Table 46 - Functional Requirements of the Employee Reports Section According to the MoSCoW Classifier

	Employee Reports	MoSCoW Classifier
--	------------------	-------------------

1	The following data entry capabilities: <ul style="list-style-type: none"> - Report type - Inmate(s) - Data collected depending on the report type - Report content (if required) - Deadlines (if required) 	M
2	<ul style="list-style-type: none"> - Option to attach documents if necessary 	M
3	<ul style="list-style-type: none"> - Selection of employees to tag 	M
4	<ul style="list-style-type: none"> - Notification sending 	M
5	<ul style="list-style-type: none"> - Ability to generate printable and reporting forms from the System based on the report type 	M
6	<ul style="list-style-type: none"> - Unique identification number for linking the report as an active reference in other modules of the System - Interface for viewing by identification number 	M

1.2.2.3.2. Applications/Complaints of the Inmates

Inmates can submit applications through the "E-penitentiary 2.0" system. These applications can be specific requests designed according to their business process flow, roles, and the set of data to be collected in the System, as well as general applications.

If the application processing requires data exchange with other MOJ subdivisions or external agencies' information systems, it must also be executed through the System's interoperability features. In cases where the respective agency lacks an internal information system or it is not ready for data exchange, a workflow and role for the official of that agency should be established in the system accordingly. This issue is subject to further confirmation during system development.

Once interoperability is confirmed, such actions will be performed automatically.

Below are the mandatory applications to be implemented during the project execution phase:

- Leave
- Work (interoperability with the electronic systems of the Armenian State Revenue Committee authorities)
- Receipt/sending of parcels
- Hunger strike and thirst strike
- Conditional early release (interoperability with the Probation Service's information system)
- Complaints (accessible to MOJ supervisory subdivision officials)

- Health-related issues (interoperability with the MOJ EMS system)
- Permission for movement without a security escort
- Visitations/meetings
- Detention regime
- Transfer
- Other types

Considering that inmates have limited access to computers, the user management module must include a trustee mechanism. A lawyer authorized by the inmate can submit all of the above applications on behalf of the inmate through the lawyer’s domain, as described in section 1.2.2.6.4..

Table 47 - Processing Applications/Complaints of the Inmates

Name	Description
Activity	Processing Applications/Complaints of the Inmates
Supplier	Inmate
Prerequisites	Configurable Authorities in the User Management Module.
Outcome	Application
Scenario	<u>Registration/Processing</u> <ul style="list-style-type: none"> – The inmate or an authorized representative submits an application by entering the required data into the System – The System cross-references the application with the rules in the rules management module – The application appears in the work domain of the officials from the relevant subdivisions involved in its processing – PI head is notified about the application – The application is transmitted to external participants involved in the process (information systems of other agencies) through the interoperability platform – Feedback in the form of conclusions from those agencies is received through the same interoperability modules – If all expected conclusions are received or if they are not received within the set timeframe, the status of the application automatically changes (the application moves to the next status) – The application becomes editable for the PI head – PI head makes decisions based on the logic of the application: approve, reject, or send for revision. If

	<p>sufficient data is available, these decisions are made automatically</p> <ul style="list-style-type: none"> – If the decision requires any action or data update in any module of the "E-penitentiary 2.0" system, it is executed automatically – If the decision requires notifying other participants, the System automatically sends the notifications – The application is reflected in the inmate’s personal file as an active link.
Alternative Scenario	
Peculiarities	

Functional requirements of the section Applications/Complaints of the Inmates according to the MoSCoW Classifier, are provided below

Table 48 - Functional Requirements of the Section Applications/Complaints of the Inmates According to the MoSCoW Classifier

	Inmate Reports	MoSCoW Classifier
1	<p>Option to enter the following data:</p> <ul style="list-style-type: none"> - Type of application - Official person who is the addressee of the application (possible, due to work flow, self-employment definition) - Data collected depending on the type of application - Application content (if required) 	M
2	<ul style="list-style-type: none"> - Option to attach documents if necessary 	M
3	<ul style="list-style-type: none"> - Selection of employees to tag 	M
4	<ul style="list-style-type: none"> - Sending notifications 	M
5	<ul style="list-style-type: none"> - Option to generate printable reporting forms from the system depending on the type of application 	M
6	<ul style="list-style-type: none"> - Unique identification for attaching the application in other modules of the System as an active link - Interface to watch by ID number 	M

1.2.2.3.3. Public Application/Complaints

The functions implemented in this part are described in detail in section 1.2.2.6. of the Public Domain module description.

1.2.2.4. Virtual PI Management Module

Given that a substantial number of business processes, participants, and generated information flows managed by the "E-penitentiary 2.0" system occur within the confines of a correctional facility, a new Virtual PI management module must be designed during the implementation of the project. The management of the module is conducted based on a three-tier hierarchy consisting of the administrator of the "E-penitentiary 2.0" system, the local PI administrator, and the personnel responsible for distribution and transfer. All changes made through the module are logged and available for viewing in real time. Based on the data collected simultaneously, accountability tools are created within this module.

During the implementation of the project, the Purchaser, together with the Supplier should review possible solutions for the simple, schematic visualization of the actions listed below in the interface of the virtual PI management module, and approve it. The provided tools must include an interactive schematic/diagrammatic representation of the PI structure (for example, when the user clicks on building N3, the system displays that it consists of 4 floors; clicking on any floor opens an interactive representation (map) of its cells and other areas; when clicking on each cell, it is possible to select displayed data from the menu, including inmates, regimes, history, etc.).

1.2.2.4.1. Creation, Editing and Management of Virtual PI

The administrator of the "E-penitentiary 2.0" system defines the operational PI through a specially designed tool. The PI created in this manner can only be utilized in the other modules of the "E-penitentiary 2.0" system.

The creation of a PI involves filling out information regarding the name, code, address, head, phone number, and email of the PI. In addition to the aforementioned informational details, the administrator of the "E-penitentiary 2.0" system specifies the main criteria for the PI, such as the preservation regimes for buildings/structures according to the approved standard scheme, the number of floors, the total number and distribution of cells, the designation of recreational areas, the permissible number, type, age threshold, gender of inmates, and so on.

Notifications (texts) that will be displayed in the public domain or when inmates submit applications are also indicated by the system and local administrators. For example, the submission field may be filled with "The acceptance of perishable fruits in submissions is prohibited due to the epidemic situation," or the visitation field may state "The acceptance of visitation applications is suspended until September 1." These reminders will be reflected in applications for submission or permission to visitation submitted from the public domain or by the inmate.

Table 49 - PI Management Process

Name	Description
Activity	PI Management by the Administrator
Supplier	System Administrator
Prerequisites	
Outcome	PI with completed data.
Scenario	<u>Registration/Processing</u> <ul style="list-style-type: none"> – The system administrator searches for the PI. – If the PI exists, the administrator instructs to edit it; otherwise, a new one is created. – The administrator enters the required data. – The system performs a validation of the entered data against the rules in the management module. – If all the data is sufficient, the PI data is registered in the system; otherwise, the system displays an error message. – The PI is ready to be used in the functionalities of the other modules of the system.
Alternative Scenario	
Peculiarities	

Functional requirements of PI management according to the MoSCoW Classifier, are provided below

Table 50 - Functional Requirements of PI Management According to the MoSCoW Classifier

	PI Creation/Editing	MoSCoW Classifier
1	Possibility of entering the following public access data: <ul style="list-style-type: none"> - PI name - PI code - PI address, head, phone number, email - Other public information 	M
2	Possibility of entering the following service access data: <ul style="list-style-type: none"> - Buildings/structures according to the approved standard scheme, number of floors, etc. - Total number of cells, distribution - Recreational areas - Preservation regimes 	M

	- Permissible number, type, age threshold, gender of inmates, etc.	
3	Input of floor plan images in the form of active maps	M

1.2.2.4.2. Cell (Accommodation) Editing/Management

PI local administrator manages the cells described in the previous section by the "E-penitentiary 2.0" System administrator, specifying the number of spaces available for inmates in each cell, the cell regime, epidemiological status, and any restrictions or limitations related to detention. In addition to the above-mentioned cell management tasks, local service units can also use this tool within the scope of their oversight responsibilities. For example, the operational service assigns a rating to the cell based on the frequency of violations found during inspections, or the unit responsible for the medical section declares an epidemic in a specific cell, which results in the inmates in that cell being exempt from transfer to other cells or court hearings. Consequently, the cell cannot be included in the automatic allocation/transfer calculations made by the rules management module.

Table 51 - PI Cells Management Process

Name	Description
Activity	PI Cells Management by Local Administrator
Supplier	System local Administrator
Prerequisites	Compliance of personal data and changing data of individuals held in the cell
Outcome	Cell with completed data
Scenario	<u>Registration/Processing</u> <ul style="list-style-type: none"> – The system's local administrator searches for the cell. – If the cell exists, the local administrator initiates editing; otherwise, they submit a report to the system administrator to add it (possibly outside the system). – The local administrator enters the required data. – The system performs data matching with the rules in the rules management module. – If all data are valid, the cell information is recorded in the system; otherwise, the system displays an error message. – The cell is then ready to be used in the functions of the system's other modules.
Alternative Scenario	
Peculiarities	

Functional requirements of PI cells management according to the MoSCoW Classifier, are provided below

Table 52 Functional Requirements of PI Cells Management According to the MoSCoW Classifier

	PI Cell Management	MoSCoW Classifier
1	Possibility of entering service access data regarding the cell: <ul style="list-style-type: none"> • Number of places • Restriction regime • Epidemiological situation • Prohibitions/restrictions (if applicable) • Special notes (if applicable) 	M
2	Possibility to attach documents, as needed	M

1.2.2.4.3. Automated Actions for Placement and Transfers

This tool automates the placement tasks conducted by the inmate placement commission. The commission selects an inmate awaiting placement, whose data are then matched with the rules configured in the system. Based on this matching, the system presents the most suitable placement options to the Commission members. These suggestions are generated by summing the weighted criteria established for placement. The proposed options are stored in the system.

Each commission member makes their decision by selecting one of the options identified by the system or by suggesting an alternative option.

The inmate is placed in the PI that receives the most approvals from the commission members.

Once the allocation decision is confirmed, the appropriate applications are automatically generated, and notifications are sent to the participants and the PI where the inmate is to be placed.

Table 53 - Placement Automatic Management Process

Name	Description
Activity	Suggestion of automatic placement options
Supplier	PI head, placement commission, PI/PS officials
Prerequisites	Logics and conditions configured in the system
Outcome	The most appropriate options for transfer
Scenario	<u>Request</u> <ul style="list-style-type: none"> – The user selects the inmate.

	<ul style="list-style-type: none"> – The user initiates the placement assistant, or it is triggered automatically when the relevant stimulus occurs. – The system performs a matching process using the inmate’s data, the data of PIs, and other inmates, applying the rules from the rules management module. – The system displays placement options matching the maximum number of criteria. – Regardless of whether these options are applied, they are logged in the document associated with the process that triggered the assistant.
Alternative Scenario	
Peculiarities	

Functional requirements of automatic placement according to the MoSCoW Classifier, are provided below

Table 54 - Functional Requirements of Automatic Placement According to the MoSCoW Classifier

	Placement Options	MoSCoW Classifier
1	Data Correlated During Placement <ul style="list-style-type: none"> - Personal data of the placed person (processed in sections 3.2.1.1 – 3.2.1.16) - Data collected in the virtual PI - Data of other inmates 	M
2	Exporting Options in Document Form <ul style="list-style-type: none"> - Request time - Officer that makes request - Breakdown of proposed options: PI, cell, compliance weight 	S

1.2.2.4.4. Extraction of Historical Data through Reports

Competent officers must have access to the following information:

- Total number of individuals held in the penitentiary, with the ability to specify filtering parameters, including the mandatory option to select a time period.
Furthermore, the filtering parameters must allow multiple selections from the same

- parameter. Upon special request, the list of individuals can also be exported. The extracted data can be exported from the system in a specified format.
- Number of individuals held in a specific PI cell(s), with the option to specify filtering parameters, including the mandatory option to select a time period. Similarly, multiple selections from the same filtering parameter must be possible. The extracted data can be exported from the system in the specified format.
 - Information about an individual, including which PI and which cell they were in during the specified time period, with the ability to specify search parameters, including the mandatory option to select a time period. Upon special request, the system will also display the list of other individuals who were in the same cell. The extracted data can be exported in a designated format (tables, graphs, images, etc.) and file formats (doc/x, xls/x, pdf, csv).
 - When entering data for several individuals, the system should display whether they were held in the same PI and in the same cell during their imprisonment.
 - General search for inmates, based on parameters agreed with the user, which must include: PI, regime, cell, cell status, range of individuals in the cell, type of inmates, age range, gender, health status, criminal code articles, time period, and other factors.

1.2.2.5. Notifications Module

During the design phase of the "E-penitentiary 2.0" system, a notification module must be planned. This module should ensure the implementation and monitoring of the following three types of distinct notifications with a special interface for monitoring:

- Pre-configured notifications during the system’s design phase.
- Administrator-configured and managed notifications.
- One-time manually sent individual or group notifications.
- A set of tools for monitoring notifications.

1.2.2.5.1. Default Notifications

- Notifications regarding changes in the status of documents processed through the application/complaint module, notifications about the approaching deadline for being in a certain status, and notifications about decisions. These notifications are sent to the user who created the application, the users responsible for processing and overseeing the application’s progress, and, in cases where it is not confidential, the subject of the application.
- Notifications about events recorded in the inmate's personal domain and correspondingly registered in the calendar module of the "E-penitentiary 2.0" system, or reminders as the event approaches.

- The list of other types of pre-configured notifications will be defined by the Purchaser during the implementation phase, which must be documented, approved by the Purchaser, and included by the developer in the revised version of the technical specifications. These notifications must be fully implemented by the time of delivering to the Purchaser.

Table 55 - Notification Configuration Process

Name	Description
Activity	Sending Notifications to System Users
Supplier	Supplier
Prerequisites	<ul style="list-style-type: none"> - The Supplier has implemented the creation and sending of notifications at the request of the Purchaser. - Trigger or instruction for the notification.
Outcome	Notification
Scenario	<p><u>Configured Notification Sending Process</u></p> <ul style="list-style-type: none"> – The user initiates a designated action in the system, or a pre-configured action occurs automatically within the system. – According to the functional logic, the system sends notifications to the relevant users impacted by the action, via email and/or other specified notification methods. – A reminder about a new (unread) message appears in a constantly visible location in the user interface under a special icon (e.g., bell, three dots, three lines, etc.). – The user clicks on the notification title. – The system displays the content of the message. – At any time, by clicking on the special icon, the user can access the notification interface, where all notifications are listed. In this interface, it is possible to search by keywords or phrases, select by module, time range, sender, etc., or sort the notifications by chronology, sender, or other displayed columns. – The user clicks on the message title. – The system displays the detailed content of the notification.
Alternative Scenario	
Peculiarities	Each time the user logs into the system, a reminder is provided regarding the presence of unread messages, e.g., "You have 5 unread messages."

Functional requirements of Configurable notifications according to the MoSCoW Classifier, are provided below:

Table 56 - Functional Requirements of Configurable Notifications According to the MoSCoW Classifier

	Configurable Notifications	MoSCoW Classifier
1	<p>Possibility to display the following data:</p> <ul style="list-style-type: none"> - Short title of the notification - Module/e-document that generated the notification - Date/time/minute of notification creation - Content of the notification 	M
2	<ul style="list-style-type: none"> - Attachment of automatically generated documents to the notification, with the option to download (in cases where functionally provided) 	M

1.2.2.5.2. Configurable Notifications

These notifications are Configurable through a notification constructor accessible to the administrator. The administrator creates and manages notifications through a specially designed tool interface. The creation of a notification involves selecting a module, then choosing the action designed within the module and/or the circumstance of any status change that will serve as a trigger for the notification creation. The administrator selects the individuals to be notified by choosing groups from the user domain and/or the action performer and/or subjects of the action, specifies the notification methods, and corresponding notification messages.

For notifications created in this manner, deadlines for actions are established—start and end—and they may also have periodicity, etc. A chronology of changes to these notifications is maintained.

Table 57 - Configured Notifications Process

Name	Description
Activity	Creation of a notification rule by the administrator
Supplier	System Administrator
Prerequisites	Notification trigger or instruction
Outcome	Saved Rule

Scenario	<u><i>Notification Registration/Processing</i></u> <ul style="list-style-type: none"> – The administrator instructs the registration of a notification rule. – Selects the module in which the trigger will serve as the basis for the notification. – Composes the rules for the notification to occur. – Specifies the short name of the notification, its content, the user(s) to be notified, and user groups (this is done through the roles in the user management module, as well as user search and addition methods). – Defines the time period for the notification: start/end. – Specifies the notification method: in the system, via email, and/or other additional notification methods. – The administrator instructs to save the rule. – The active rule is saved in the system.
Alternative Scenario	
Peculiarities	The reflection and viewing of the rules established according to the logic of the rule are carried out in accordance with the scenario of the Configurable Notification Rules.

Functional requirements of configurable notifications according to the MoSCoW Classifier, are provided below

Table 58 - Functional Requirements of Configurable Notifications According to the MoSCoW Classifier

	Configurable Notifications	MoSCoW Classifier
1	Possibility to display the following data: <ul style="list-style-type: none"> - Short title of the notification - Module/e-document that generated the notification - Date/time/minute of notification creation - Content of the notification - Notification method: in the system, via email, and/or other additional notification means 	M
2	Attachment of automatically generated documents to the notification, with the option to download (in cases where functionally provided)	M

1.2.2.5.3. Manual Notifications

These notifications are performed on a one-time basis, when there is a need to send a notification to a specific group of users outside of daily operational logic. The authorized official creates a group of users to be notified through search functionalities. The groups can be formed not only by specifying individual users but also by selecting individuals with certain roles in the system, those serving in specific PI, those held in specific PI, inmates under certain regimes, or those under certain articles, etc.

The content of the notification is filled out, accompanying documents are attached, the notification method is selected, and if necessary, the time of notification implementation (date, hour) is specified, etc. The user clicks on "Notify," after which the notifications are immediately sent. If a deadline for the notification is specified, the notifications are sent at the indicated time.

Table 59 - Manual Notification Process

Name	Description
Activity	Delivering Group One-Time Notifications
Supplier	System Administrator, Local Administrator
Prerequisites	Instruction
Outcome	Delivered notifications
Scenario	<p><u>Notification Creation</u></p> <ul style="list-style-type: none"> - The administrator instructs to manually create a notification. - Specifies the short name of the notification, its content, the user(s) to be notified, user groups (this is done through the roles in the user management module, as well as user search and addition methods), PI/cells. - Defines the time period for sending the notification: day/hour/minute. - Specifies the notification method: in the system, via email, and/or other additional notification methods. - The administrator instructs to create the notification. - The system sends a message to all specified users at the specified time.
Alternative Scenario	<ul style="list-style-type: none"> - The administrator can manually send notifications through the electronic means available to inmates in a in a specific cell (the distribution and use of the equipment should be clarified with the Purchaser during Phase 1).

	- All steps repeat the main scenario, except that only PI/cells are specified as recipients.
Peculiarities	The reflection and viewing of the rules formed according to the logic of the rule are carried out in accordance with the scenario of the Regulated Notification Rules.

Functional requirements of manual notifications according to the MoSCoW Classifier, are provided below

Table 60 Functional Requirements of Manual Notifications According to the MoSCoW Classifier

	Configured Notifications	MoSCoW Classifier
1	Possibility to display the following data: <ul style="list-style-type: none"> - Short title of the notification - Module/e-document that generated the notification - Date/time/minute of notification creation - Content of the notification - Notification method: in the system, via email, and/or other additional notification methods. 	M
2	Option to attach documents related to the notification	M

1.2.2.5.4. Notification Delivery Interface

This interface should be accessible only via a special link and should not require user login to the System. The interface should not be closable.

The interface periodically performs inquiries or, by using other technologies, automatically receives instructions regarding the availability of updated data.

In cases where actions taken in the System necessitate notifying individuals with access to the specific equipment (to be presented later), the System performs visible actions in the interface (such as adding a new notification line, flashing images, increasing large texts, or other visible methods) regarding the new notification. The data reflecting the presence of notifications only includes the recipient's name/surname, the notification title, and the time. When clicking on the notification, the user is redirected to the System's login page without closing the current interface. After reading on the personal page, the notification disappears from the monitoring page.

The notification interface operates exclusively within the internal domain, based on configurations made by the System administrator in the relevant tables of the System's operational modules, Virtual PI module, and reference tables.

In the System's operational module, the frequency of receiving notifications is specified (for example, new notification inquiries are conducted every 10 minutes from 08:00 to 21:00. No notifications are sent during rest hours) and the reflection period (for example, any notification will be visible for an additional 3 days after its appearance).

The System administrator enters all the equipment from which this interface will be accessible into the "Equipment" table of the reference tables, including the identification address (self-service), type of equipment (computer or other electronic means), model, physical address (MAC address), network IP address, and location cell.

The interface is only available in cases where the combination of the physical address (MAC address) and the network IP addresses listed in the reference table matches.

If the information about a new notification is obtained through a request, the interface opened on the screen of that device initiates a query that contains the identification number of the equipment. The System retrieves the cell to which the equipment is attached from the reference tables. For the obtained cell number, it receives the data of the inmates stored in that cell from the Virtual PI module and checks for the presence of new notifications for them, displaying them in the notification delivery interface.

If a technological solution is applied whereby the System "supplies" the information about notifications to the interface, when a notification appears for any inmate, the Virtual PI will provide the cell in which they are held, the equipment attached to that cell in the reference tables, and a refresh regarding new notifications is carried out on the notification delivery interface opened on that specific equipment.

The System administrator can manually send non-nominal general notifications at the time of notifications by selecting PI (the notification will be sent to all equipment in the cells) and/or specific cells.

Table 61 - Notification Delivery Work

Name	Description
Activity	Alert about notification.
Supplier	System, system administrator
Prerequisites	<ul style="list-style-type: none"> - Instruction - Emergence of any circumstance
Outcome	Alert about new notifications
Scenario	<u>Creation of Notification</u>

	<ul style="list-style-type: none"> – An action has taken place in the system that requires notifying an inmate. – The system identifies the device accessible to the recipient of the notification. – A message regarding the new notification is displayed in the notification delivery interface of the device. – The recipient clicks on the message. – The system redirects to the main entry page of the System. – Subsequent actions are performed according to the function for viewing the received notifications. – The monitoring interface remains open and continues to receive new messages.
Alternative Scenario	<ul style="list-style-type: none"> - The administrator manually instructs the creation of general or group notifications to be sent to the electronic means available to inmates in a specific cell. - The corresponding notification is reflected in the monitoring interface. - The notification does not have a specific recipient, and subsequent actions related to it are not anticipated.
Peculiarities	

Functional requirements of notification delivery according to the MoSCoW Classifier, are provided below.

Table 62 - Functional Requirements of Notification Delivery According to the MoSCoW Classifier

	Notification Monitoring Interface	MoSCoW Classifier
1	<p>Possibility to display the following data:</p> <ul style="list-style-type: none"> - Short title of the notification - Recipient - Date/Time/Minute of notification creation - Link to access the notification (the link redirects to the System's entry page. After logging in, the user is shown the specific message). 	M

1.2.2.6. Public Domain Module

The "Public Domain" environment must be designed as part of the "E-penitentiary 2.0" system. This environment serves as a module of the "E-penitentiary 2.0" system and enables interoperability with other modules according to specific predefined rules. Specifically, through interoperability, it provides access to the following modules while taking into account certain characteristics typical of the public domain.

1.2.2.6.1. Applications/Complaints

In the public platform, the "Applications/Complaints" section is designated as a type of process. From the public domain, a person submitting an application/complaint regarding an inmate through the website undergoes strict identification by entering personal identification details or using the "I Am" platform for identification. In the case of being a foreign citizen, the user is also required to attach a copy of their identification document.

If the applicant wishes to send a general content application to the PS service, they are provided the opportunity to do so by composing free text. The application is directed to the "E-penitentiary 2.0" system and appears in the personal domain of designated officials with specific jurisdiction. Simultaneously, according to the configurations made by the administrator in the notification's module, relevant officials receive notifications to their email addresses.

If the applicant wants to send an application regarding a specific inmate, the entered personal identification details are matched with the list of individuals included in the "Personal Data" module of the "E-penitentiary 2.0" system or with the registered lawyers' data.

In the absence of a match for the entered identification details, the System displays an appropriate message. In the case of identifying the inmate, they receive a message and notification regarding their personal file from individuals not included in it, expressing a desire to submit an application. The inmate confirms the individual by including them in their personal domain or rejecting them. In both cases, the user from the public domain receives the corresponding message. Upon confirmation, the applicant proceeds with the subsequent actions described.

In the case of a match with the entered personal identification details (which can be more than one), the applicant selects the inmate (the specific conditions are subject to clarification by the Purchaser during the system's development in accordance with legislation) for whom they wish to submit an application. After that, they specify the type of application and describe the subject of the request, attaching any necessary documents if needed. The system automatically sends the application to the PI where the identified inmate is held, directed to the relevant official with the appropriate jurisdiction (with a specifically designed role in the "E-penitentiary 2.0" system). A letter regarding the existence of the application is sent to the official's email, and a

notification is also dispatched through the Notifications module. A notification is also sent to the inmate concerning whom the application was submitted. The further processing of the application is handled as it would be if it had been submitted by the inmate from their personal domain.

Access from the external domain is carried out without the requirement of being a primary user of the system, based on the principle of one-time access.

For an identified individual in the public domain, the system automatically creates a user with the corresponding jurisdiction and establishes a personal domain for them. After the first identification, subsequent logins grant access to the history of all applications submitted by them and the notifications related to their processing.

The applicant can duplicate their previous applications and create a new application by editing them. If a user from the public domain initiates any investigation in the system, a unique code is generated for that case, which can later be used to track the status of the application without identification.

In cases where the public user provides an email address, the unique code and subsequent notifications are also sent to that email.

Table 63 - Process of Submitting and Processing Applications/Complaints from the Public Domain

Name	Description
Activity	Process of Processing Applications Submitted by Users of the Public Domain
Supplier	Public domain users
Prerequisites	User identified in public domain
Outcome	Application
Scenario	<u>Registration/Processing</u> <ul style="list-style-type: none"> – The individual accesses the public section(s) of the System (available on the internet). – The individual enters their passport details. – The System conducts strict identification of the person. – In the case of successful identification, the sections designed for the Public Domain become accessible to the user; otherwise, an error message is displayed. – The identified user in the public domain submits an application by entering the required information in the System.

	<ul style="list-style-type: none"> – The System performs a compatibility check with the rules defined in the rules management module, according to the type of application. – The application is registered, providing the user with a one-time unique code, or an appropriate error message is displayed. – The application appears in the working domain of the officers in the relevant subdivisions involved in its processing. – Relevant officers in the corresponding subdivisions are notified about the application. – The subsequent processing of the application follows the selected workflow. – The application is reflected on the personal page of the public domain as an active link. – The System provides access to the application from the public domain via a unique identification number and a two-dimensional (QR) code displayed on the printed form.
Alternative Scenario	
Peculiarities	If, during the processing of the application, the inmate is identified to whom the application pertains, it will also be reflected in the applications related to that inmate as an active link.

Functional requirements of application/complaint section according to the MoSCoW Classifier, are provided below.

Table 64 - Functional Requirements of Application/Complaint Section According to the MoSCoW Classifier

	Applications of User Identified in Public Domain	MoSCoW Classifier
1	<p>Possibility to Enter the Following Data:</p> <ul style="list-style-type: none"> - Type of application - Addressed officer (possibly automatically defined based on the workflow) - Inmate for whom the application is submitted (if sufficient identification data is available from the applicant) 	M

	<ul style="list-style-type: none"> - Data to be collected depending on the type of application - Content of the application (if required) 	
2	Option to attach documents if necessary	M
3	Selection of employees to tag	M
4	Sending notifications	M
5	Option to generate printed and reporting forms from the System, depending on the type of application	M
6	Unique identification number for attaching the application as an active link in other modules of the System Interface for viewing by identification number	M

1.2.2.6.2. Parcel Queuing

On the public platform, the section "Parcels" is designated as a type of process. The user goes through identification and selects an inmate using the method described in the previous section. From the point when the inmate is selected, the System displays the allowable balance for parcels for that week (a configurable parameter managed by the administrator in the interface). It also shows the current prohibitions and restrictions for the inmate, based on the information filled in the "Virtual Custody" module.

An individual who has been authorized once by an inmate to transfer parcels can subsequently submit parcel requests without further approval from the inmate, as long as the inmate has not taken action to remove the individual from the corresponding list.

Functional requirements for the parcel queuing process and the parcel queuing module correspond to the descriptions in sub-section 1.2 above.

1.2.2.6.3. Registration of Visitations/Meetings

On the public platform, the section "Visitations/Meetings" is designated as a type of process. The user goes through identification and selects an inmate using the method described in section 1.2.2.6.1. From the point when the inmate is selected, the System displays the number of available visitations and meetings for that inmate. At the same time, it also validates against the "Personal File" section, checking for any recorded violations, penalties, or other unlawful actions that may serve as grounds for the prohibition of visitations/meetings.

If there is a recorded prohibition on visitations/meetings by the PI officer at the time of the application, the duration of that prohibition will be displayed. If the penalty is indefinite and can only be lifted by the officer, a configured message will be shown, such as "There is a restriction/prohibition on visitations."

Functional requirements for the recording process of visitations/meetings and parcel queuing module correspond to the descriptions in Sub-section 1.2 above.

1.2.2.6.4. Lawyer Domain

In the Public Domain of the "E-penitentiary 2.0" system, an environment for lawyers must be provided. This environment mirrors all the access rights available to users of the Public Domain, while adding a special status related to the lawyer's relationship with the inmate.

The lawyer enters their personal identification details or a unique code provided by the Chamber of Lawyers (after basic identification).

The system performs a comparison with the table of lawyers included in the module of reference tables. If the lawyer is listed, they are granted access with the corresponding role, and a user profile is automatically created for them, which includes a personal domain.

In addition to the rights provided to Public Domain users, the lawyer is granted at least the following additional functionalities:

- Display of all inmates for whom the lawyer is listed as their representative
- The right to view all applications concerning the aforementioned inmate(s) (in the absence of objections from the inmate), as well as changes made to personal data (except for information containing official or confidential details)
- The right to receive notifications regarding the status of those applications
- The option to declare themselves as the lawyer for any inmate by entering the inmate's identification details and TIN number.

Table 65 - The process of submitting and processing applications/complaints in the public domain by a lawyer

Name	Description
Activity	Processing applications/complaints in the public domain by a lawyer
Supplier	Lawyer
Prerequisites	Lawyer with validated lawyer certificate
Outcome	Application
Scenario	<u>Registration/Processing</u>

	<ul style="list-style-type: none">– The lawyer accesses the publicly available section(s) of the system (accessible via the internet).– The lawyer enters their personal identification details.– The system performs strict identity verification and cross-checks the data with the relevant table from the reference table management module provided by the Chamber of Lawyers.– Upon successful verification, sections of the Public Domain designed for the lawyer become available; otherwise, an error message is displayed.– The system displays, in the lawyer's personal domain, all inmates for whom the lawyer is listed as the legal representative.– The lawyer gains access to all applications related to these inmates (including relevant materials), except for those containing confidential and/or official information.– The lawyer selects the inmate for whom they wish to submit an application, or a special scenario is applied.– The lawyer submits the application.– The system compares the application with the rules configured in the rule management module, based on the type of application (e.g., if the allowed number of visitations has been exceeded, or if a request for a change in detention regime cannot be accepted due to an article mentioned in the court ruling).– The application is registered, and a one-time unique code is provided to the user, or an appropriate error message is displayed.– The application appears in the work domain of the relevant officers in the units involved in the processing of the application.– The relevant unit officers are notified of the application.– The application is processed according to the selected workflow for that type of application.– The application is reflected in the lawyer's personal page in the Public Domain as an active link.– The system ensures access to the application from the Public Domain through a unique identification number and a two-dimensional (QR) code displayed on the printable form.
--	---

	<ul style="list-style-type: none"> – The lawyer receives automatic notifications regarding any changes to the application.
Alternative Scenario	
Peculiarities	<ul style="list-style-type: none"> – After authentication, the lawyer enters the inmate's identification details and TIN. – The system identifies the inmate based on the provided information. – The lawyer confirms their decision to represent the inmate. – The system sends a notification to the inmate regarding the lawyer's decision/request to represent them, displaying the lawyer's information. – The inmate either accepts or rejects the lawyer's request (in cases where the inmate is incapacitated or unable to access the system, the action may be performed by relevant authorized users). – If accepted, the lawyer is added to the inmate's list of legal representatives. – Automatic notifications are sent to relevant PI officers, the inmate, and other registered lawyers (if other lawyers are present and the inmate does not object). – The process then follows the main scenario. – If rejected, the lawyer receives a notification and is not added to the inmate’s list of legal representatives.

Functional requirements of the section on applications/complaints in the public domain by a lawyer according to the MoSCoW Classifier, are provided below.

Table 66 - Functional Requirements of the Section on Applications/Complaints in the Public Domain by a Lawyer According to the MoSCoW Classifier

	Lawyer applications in public domain	MoSCoW Classifier
1	<p>The option to enter the following data:</p> <ul style="list-style-type: none"> - Type of application - The application recipient officer of (can be automatically defined depending on the workflow) 	M

	<ul style="list-style-type: none"> - The inmate for whom the application is being submitted (if the inmate's details are recorded or there is sufficient information with the lawyer for identification) - Data collected depending on the type of application - Content of the application (as needed) 	
2	<ul style="list-style-type: none"> - The option to attach documents, as needed 	M
3	<ul style="list-style-type: none"> - Selection of employees to tag 	M
4	<ul style="list-style-type: none"> - Sending notifications 	M
5	<ul style="list-style-type: none"> - The option to generate print and reporting forms from the system based on the type of application 	M
6	<ul style="list-style-type: none"> - A unique identification number for attaching the application as an active link in other modules of the system - Interface for viewing based on the identification number 	M

1.2.2.7. Interoperability Platform Module

The module ensures the interoperability of the "E-penitentiary 2.0" system with external electronic systems. At the time of system implementation, interoperability must be ensured with the systems specified in sections 1.2.2.7.1 - 1.2.2.7.13, in order to maintain the integrity of the described business processes. The set of data collected during these interoperability processes may change over the course of the project. The Supplier must ensure the inclusion of any such data emerging in external systems into the already exchanged data sets.

During the design phase, the Supplier must also analyze (or request analysis from the Purchaser) any other potential interoperability's within the logic of operations conducted by PS/PI. These interoperability's should be presented to the Purchaser. If approved by the Purchaser, the interoperability should be implemented within the project scope.

1.2.2.7.1. State Population Register (SPR)

The SPR electronic system is considered the sole official repository for both central and local registers of the population of the Republic of Armenia. The "E-penitentiary 2.0" system must have bidirectional interoperability with it. The interoperability should be implemented through a data query mechanism.

Table 67 - SPR Data Exchange

Receiving Passport Data	<p><u>Data Request</u></p> <ul style="list-style-type: none"> - passport series, number - TIN - First name, last name, date of birth - <u>Response</u> - All documents ever received by person - Their status - The data stored for each type of document: first name, last name, patronymic, date of birth, date of issuing, validity period, nationality, gender, etc. - Photo <p><u>Result</u></p> <ul style="list-style-type: none"> - Data obtained from a valid document are automatically filled into the corresponding fields of the interface. - Data from other documents are stored as supplementary information and can be viewed. - The system automatically compares the data from all received documents with individuals registered in the database (the conditions for comparison will be defined during the implementation phase). - Possible matched individuals are displayed in the system interface. - The user can review the matched individuals and establish a link between the individuals being entered and the matched individuals, confirming that they are the same person. - The system creates a mutual link. In all future searches, views, and other actions within the system, the existence of this link between the identified individuals will be displayed.
Notification of imprisonment to SPR	<p><u>Data transfer:</u></p> <ul style="list-style-type: none"> - Passport series, number - TIN

	<ul style="list-style-type: none"> - First name, last name, date of birth - Detention PI information <p><u>Response</u> A message confirming successful processing</p> <p><u>Result</u> The prisoner’s registered address is updated from the current one to the address of the detention PI.</p>
Notification of release to SPR	<p><u>Data transfer:</u></p> <ul style="list-style-type: none"> - Passport series, number - TIN - First name, last name, date of birth - Detention PI information - Previously recorded registered address <p><u>Response:</u> - A message confirming successful processing</p> <p><u>Result:</u> - The inmate’s registered address is updated from the current one to the previously recorded address.</p>

In the event of SPR system unavailability, a "Not Validated" checkbox is activated in the "E-penitentiary 2.0" system, allowing data entry to continue manually. The system periodically sends Data Requests according to configured settings to retrieve the necessary information.

1.2.2.7.2. State Register of Legal Entities (SRLE)

The SRLE electronic system serves as the repository for registered legal entities' data. The "E-penitentiary 2.0" system must have unidirectional interoperability with SRLE.

Table 68 - SRLE Data Exchange

Receiving Data of Entities	<p><u>Data Request</u></p> <ul style="list-style-type: none"> - Passport series, number - TIN <p><u>Response:</u></p> <ul style="list-style-type: none"> - Entity data - Entity status - CEO data - Beneficial owner(s)
----------------------------	---

	<ul style="list-style-type: none"> - Shareholders <p><u>Result</u></p> <ul style="list-style-type: none"> - Received data is filled out in the relevant interface fields
--	--

1.2.2.7.3. Probation Electronic System (E-probation)

The functionalities implemented in the «E-probation» and «E-penitentiary 2.0» systems are strongly interconnected. There is a considerable amount of data processed in one system, but it is also necessary in the other.

Therefore, the «E-penitentiary 2.0» system must have bidirectional interoperability with the «E-probation» system.

Table 69 - Interoperability with E-probation System

Provision of Electronic Applications for Changing Sentences to the "E-Probation" System	<p><u>Submission</u></p> <ul style="list-style-type: none"> - Personal data of the individual (data subject to processing by the relevant authority as specified in sections 3.2.1.1 – 3.2.1.16) - Content of the application <p><u>Signal</u></p> <ul style="list-style-type: none"> - Upon processing the corresponding type of application in the "E-Penitentiary 2.0" system, clicking on the relevant instruction. <p><u>Result</u></p> <ul style="list-style-type: none"> - For example: Suspension of the application processing until a response is received.
---	---

<p>Receiving Conclusions from the "E-Probation" System for Electronic Applications on Changing Sentences</p>	<p><u>Receival</u></p> <ul style="list-style-type: none"> - Email notification number for the modification request - Conclusion <p><u>Signal</u></p> <ul style="list-style-type: none"> - from E-probation system <p><u>Result</u></p> <ul style="list-style-type: none"> - Activation of the application processing procedure in the "E-penitentiary 2.0" system or making of an automated decision
<p>Provision of Data Regarding Conditional Early Release to the "E-Probation" System</p>	<p><u>Sending</u></p> <ul style="list-style-type: none"> - Personal data of the individual (data subject to processing by the relevant authority as specified in sections 3.2.1.1 – 3.2.1.16) - Content of the application <p><u>Signal</u></p> <ul style="list-style-type: none"> - Clicking on the relevant instruction upon processing the corresponding type of application in the "E-Penitentiary 2.0" system,. <p><u>Result</u></p> <ul style="list-style-type: none"> - Suspension of the application processing until a response is received.
<p>Receiving a Report on Conditional Early Release from the "E-Probation" System</p>	<p><u>Receival</u></p> <ul style="list-style-type: none"> - The number of the electronic message for application of the change request. - Conclusion <p><u>Signal</u></p> <ul style="list-style-type: none"> - from E-probation system <p><u>Result</u></p> <ul style="list-style-type: none"> - Activating the application processing process in the "E-penitentiary 2.0" system
<p>Receiving Data Regarding the Change of Custodial Measures (Decision on Transfer to a Penitentiary Institution) from the E-Probation System.</p>	<p><u>Receival</u></p> <ul style="list-style-type: none"> - Data of probation beneficiary - Decision data <p><u>Signal</u></p> <ul style="list-style-type: none"> - from «E-probation» system

	<u><i>Result</i></u> <ul style="list-style-type: none"> - Automated Generation of the Placement Application in the Corresponding Status - Notification of the Members of the Placement Commission
--	---

1.2.2.7.4. PMC Electronic Medical System

Management of the inmate's health data is conducted through the "Electronic Medical System" operated by the " Penitentiary Medicine Center " State Non-Commercial Organization. The inmate registered in the "E-Penitentiary 2.0" system is the object of the PMC system. Information regarding the inmate's health condition is processed within the PMC system.

There are a number of functions that require the provision of conclusions or the validation to be carried out by an officer of the PMC SNCO. It is necessary to ensure interoperability between the PMC and the "E-Penitentiary 2.0" systems for all such cases.

Regardless of the automated data exchange and actions performed as a result of the interoperability, the workflows of the modules designed for processing these processes in the "E-Penitentiary 2.0" system must also include the corresponding statuses and roles for manual processing.

Considering the above, there is a need for bilateral interoperability with the "E-Penitentiary 2.0" system.

Table 70 - Interoperability with PMC Electronic Medical System

Provision of Inmate Personal Data to PMC system	<u><i>Sending</i></u> <ul style="list-style-type: none"> - Personal data of the individual (data subject to processing by the relevant authority as specified in sections 3.2.1.1 – 3.2.1.16) - Registered cases <u><i>Signal</i></u> <ul style="list-style-type: none"> - Relevant request from PMC system <u><i>Result</i></u> <ul style="list-style-type: none"> - Sending data on inmate registered in E-penitentiary 2.0 system.
Obtaining data on the health condition of inmate from the PMC system.	<u><i>Sending</i></u> <ul style="list-style-type: none"> - Inmate identification data - Change in health condition - Instruction on additional actions

	<ul style="list-style-type: none"> - Details <p><u>Signal</u></p> <ul style="list-style-type: none"> - from PMC system based on the record made by the PMC SNCO employee regarding any change in the health condition of the inmate. <p><u>Result</u></p> <ul style="list-style-type: none"> - - Change in health condition of the inmate recorded in E-penitentiary 2.0 system - Automated updating of data regarding the health condition of the patient and other inmates in the same cell in the presence of special actions and instructions, as well as automated changes to the status of the cell.
Receiving Data Regarding the Need for Transfer of Inmates to Internal or External Healthcare Institutions.	<p><u>Sending</u></p> <ul style="list-style-type: none"> - Selected inmate for transfer - Data regarding changes in health condition - Name of the medical institution for transfer - Purpose of transfer: for examination/treatment - Details <p><u>Signal</u></p> <ul style="list-style-type: none"> - from the PMC system based on the record made by the PMC SNCO employee regarding the necessity for the inmate to go for screening/treatment.
Transfer of the Report for Imposing Sanctions on the Inmate to the PMC System.	<p><u>Sending</u></p> <ul style="list-style-type: none"> - Report for Imposing Sanctions <p><u>Signal</u></p> <ul style="list-style-type: none"> - Document in the corresponding status in the Applications/Reports Processing Module of the E-Penitentiary 2.0 System <p><u>Result</u></p> <ul style="list-style-type: none"> - Suspension of the report's processing in the "E-Penitentiary 2.0" system until the receipt of the doctor's conclusion/validation.
Transfer of the Response Regarding the Report for Imposing	<p><u>Sending</u></p> <ul style="list-style-type: none"> - Conclusion Regarding the Report for Imposing Sanctions

Sanctions on the Inmate from the PMC System.	<ul style="list-style-type: none"> - Unique Identification Number for the Application Message <p><u>Signal</u></p> <ul style="list-style-type: none"> - PMC officer’s action <p><u>Result</u></p> <p>Continuation of the processing of the suspended report in the "E-Penitentiary 2.0" system. If a positive conclusion regarding the health condition has been received, indicating the approval of the sanction request. If a negative conclusion has been transferred: the Head of the PI either rejects or postpones the application of the sanction. These actions may serve as a trigger for the automated rejection or approval of the report in the E-Penitentiary 2.0 system.</p>
--	---

In addition to the calls that ensure the described interoperability, the design of the system must identify and implement new calls (API methods), based on the processes involving inmates in the internal system of the PMC SNCO, as well as the automated processes for processing data related to inmates' health status due to the final implementation of the "E-Penitentiary 2.0" system.

To achieve this, it is essential to analyze and implement the business process of the urgent medical assistance signal received by the inmate. The implementation should be guided by the business process, proposing a new model for its reorganization and identifying stakeholders. Afterward, solutions must be sought to ensure specific interoperability between the E-Penitentiary 2.0 and SNCO systems, with the aim of documenting adequate notifications and their responses. As a result of the interoperability, the history of the call and its response should be ensured.

If the parties cannot find an opportunity for interoperability, a special role with specific authority and a special interface will be designed in the E-Penitentiary 2.0 system for SNCO employees. This user will have access to notifications about applications for receiving on-site medical assistance from the PI, which will be sent via email and as text messages to the duty officer's phone. Additionally, a special monitoring interface will be designed, where all calls will be updated at regular intervals and will receive special coloring based on the degree of health threat and urgency assigned to the call in the PI.

A toolkit for the duty staff of the PMC SNCO must be established for performing actions in the "E-Penitentiary 2.0" system and responding to notifications. All actions mentioned in this section should be documented in chronological order.

1.2.2.7.5. Police Information Center

The Police Information Center is equipped with an electronic system that processes data on all types of violations committed by citizens, including fines, arrests, detentions, and their related information such as articles, duration, and so on.

When processing data on an inmate's previous violations, the "E-Penitentiary 2.0" system must obtain this information from the electronic system of the Police Information Center, as there are violations whose consequential data are not processed in the "E-Penitentiary 2.0" system, such as administrative violations. After the completion of the imprisonment, the "E-Penitentiary 2.0" system must transfer the inmate's data to the electronic system of the Police Information Center. Therefore, it is essential to ensure bilateral interoperability between the "E-Penitentiary 2.0" system and the electronic system of the Police Information Center.

Table 71 - Interoperability with Police Information Center

Receiving data about previous/current violations of the inmate from the Police Information Center	<div><i>Data Request</i></div> <ul style="list-style-type: none"> - Inmate passport data - TIN - ID <div><i>Signal</i></div> <ul style="list-style-type: none"> - Clicking the command button in the interface during the relevant process in the E-Penitentiary 2.0 system <div><i>Result</i></div> <ul style="list-style-type: none"> - Completion/update of the violations section in the individual's personal data
---	--

Transferring data about completion of the sentence to the Police Information Center	<p><u><i>Transfer</i></u></p> <ul style="list-style-type: none"> - Personal data of the released inmate (data subject to processing by the relevant authority as specified in sections 3.2.1.1 – 3.2.1.16) - Crimes committed during imprisonment (if applicable) - Additional information <p><u><i>Signal</i></u></p> <ul style="list-style-type: none"> - Automatic recording or scheduling of the release in the "E-Penitentiary 2.0" system based on the release date. <p><u><i>Result</i></u></p> <ul style="list-style-type: none"> - Transfer of updated information to Police Information Center
---	---

In addition to the above, interoperability must also be ensured within the framework of actions carried out in advance (6 months prior) due to the completion of the sentence. The technical details of the implementation and organization of this should be analyzed during the implementation phase by the executor (via API, regulated email, Mulberry system).

Table 72 - Interoperability with MOIA

Transfer of inquiry about the inmate's previous or possible registration address to the MOIA	<p><u><i>Transfer:</i></u></p> <ul style="list-style-type: none"> - Inmate's passport series/number - Personal Identification Number (PIN) - Previous or possible registration address <p><u><i>Signal:</i></u></p> <ul style="list-style-type: none"> - The regulated time remaining for the execution of the sentence of the inmate registered in the system (for example, 6 months prior) <p><u><i>Result:</i></u></p> <p>-Notification to the MOIA division regarding the inquiry.</p>
--	--

Receiving data regarding the inmate's registration address from the MOIA	<p><u>Transfer</u></p> <ul style="list-style-type: none"> - Status: whether the individual can reside at the registered address or not - Details <p><u>Signal</u></p> <ul style="list-style-type: none"> - Special signal instruction by MOIA personnel <p><u>Result</u></p> <ul style="list-style-type: none"> - Entry in the inmate's personal file in the system regarding the presence/absence of a residence.
--	--

1.2.2.7.6. Management Information System of the Ministry of Labor and Social Affairs

The MOLSA management information system processes data related to citizens in the social sector. When processing data related to the social sector of detainees/convicts, the "E-Penitentiary 2.0" system must have the capability to obtain the necessary information from the aforementioned system as well. Moreover, the data related to the social sector processed in the "E-Penitentiary 2.0" system (processed by social sector employees of PI) must be provided to the MOLSA management information system. The "E-Penitentiary 2.0" system should have bilateral interoperability with the SHN management information system.

Table 73 - Interoperation with MOLSA MIS

Receiving data related to the social sector of the inmate	<p><u>Data Request</u></p> <ul style="list-style-type: none"> - Passport data <p><u>Signal</u></p> <ul style="list-style-type: none"> - Certain actions performed in E-penitentiary 2.0 System. <p><u>Result</u></p> <ul style="list-style-type: none"> - Completion/Update of the section related to personal data in the social sector
---	---

Providing data related to the social sector (processed by social sector employees of PI)	<p><u>Transfer</u></p> <ul style="list-style-type: none"> - Inmate’s data - Information <p><u>Signal</u></p> <ul style="list-style-type: none"> - Certain actions performed in E-penitentiary 2.0 System. <p><u>Result</u></p> <ul style="list-style-type: none"> - Provision of updated information to MOLSA System.
--	---

1.2.2.7.7. Electronic Management System for Pretrial Investigation of Criminal Cases

In the electronic management system for pretrial investigation of criminal cases (e-criminal case), various investigative material data is processed. The interoperability with this system should allow for the provision of cases and related materials processed in the "E-Penitentiary 2.0" system to the specified information system and to receive the results of the investigations related to those cases, based on which necessary actions will be taken in the "E-Penitentiary 2.0" system. Therefore, the "E-Penitentiary 2.0" system must have bilateral interoperability with the e-criminal case information system.

Table 74 - Interoperability with Electronic Management System for Pretrial Investigation of Criminal Cases

Receiving investigative materials	<p><u>Data Request</u></p> <ul style="list-style-type: none"> - Passport data or case identifier or case number <p><u>Signal</u></p> <ul style="list-style-type: none"> - Specific actions performed in the "E-Penitentiary 2.0" system, based on the commands clicked by the user <p><u>Result</u></p> <ul style="list-style-type: none"> - Completion/Update of the relevant data in the personal file section
-----------------------------------	---

<p>Provision of cases and related materials from the "E-Penitentiary 2.0" system</p>	<p><u>Transfer</u></p> <ul style="list-style-type: none"> - Inmate’s data - Information <p><u>Signal</u></p> <ul style="list-style-type: none"> - The emergence of any operation processed in the "Registrations" section of the "E-Penitentiary 2.0" system that involves the conduct of investigative actions, or the circulation of a request/complaint with such content in the "Applications/Reports" section that should attract the attention of investigative authorities. <p><u>Result</u></p> <ul style="list-style-type: none"> - Notification of the "e-Criminal" system of the necessity to perform an operation
<p>Receiving the results of the investigation related to the "e-Criminal" case (Scenario 1 and Scenario 2 should be provided) describing the cases. «e-Criminal»</p>	<p><u>Scenario 1</u></p> <p><u>Data Request</u></p> <ul style="list-style-type: none"> - Unique number of the message sent in the previous point - Unique case registration number in the "e-Criminal" system <p><u>Signal</u></p> <ul style="list-style-type: none"> - Specific actions performed in the "E-Penitentiary 2.0" system based on commands clicked by the user <p><u>Result</u></p> <ul style="list-style-type: none"> - Obtaining the status; in the case of a final status, receiving investigative materials <p><u>Scenario 2</u></p> <p><u>Transfer</u></p> <ul style="list-style-type: none"> - Passport data or case number or investigation number <p><u>Signal</u></p> <ul style="list-style-type: none"> - Instruction for the final status of the pretrial investigation to be reached in the "e-Criminal" system <p><u>Result</u></p> <ul style="list-style-type: none"> - Update/completion of the case serving as the basis for the "Registrations" section or the "Applications" section of the "E-Penitentiary 2.0" system, status change

	<ul style="list-style-type: none"> - For example, the discovery of prohibited substances has been registered. Feedback should be provided regarding whether the substance is a psychoactive drug or narcotic, and if so, what type and quantity.
--	---

1.2.2.7.8. State Revenue Committee (SRC)

The interoperability of the "E-Penitentiary 2.0" system with the tax authorities of the State Revenue Committee (appropriate electronic system) must ensure the acquisition of the inmate's employment contract, employer information, and other necessary employment-related data. This should allow for the verification and maintenance of the existence of the detainee/convict's employment contract, the employer's tax identification number (TIN), name, status, legal address, operational address, and if applicable, the contract, employment conditions, etc.

The "E-Penitentiary 2.0" system should have unilateral interoperability with the State Revenue Committee.

Table 75 - Interoperability with SRC

Receiving information regarding the inmate's employment activities	<p><u>Data Request</u></p> <ul style="list-style-type: none"> - Passport series, number - TIN <p><u>Response</u></p> <ul style="list-style-type: none"> - The fact of being registered as an employee in the specified organization - Position, title - Activity classifiers of the organization - Status of the organization (active, dissolved, suspended, etc.) - Information regarding working hours and schedule (if available) - Employment contract (if available) - Information about the director of the employer organization <p><u>Result</u></p> <ul style="list-style-type: none"> -
--	---

	- implementation of oversight over released individuals going to work based on the data combination.
--	--

1.2.2.7.9. Official Document Circulation Mulberry System

Each state body, including the Ministry of Justice, is equipped with a separate Mulberry server that interconnected with one another.

The interoperability of the "E-Penitentiary 2.0" system with the Mulberry system should ensure the transfer of documents formed based on the data processed in the "E-Penitentiary 2.0" system, which are electronically signed, to the necessary recipient in the Mulberry system. It is also essential to consider the possibility of initiating specific internal processes based on the submitted application (for example, after the conditional early release application in "E-Penitentiary 2.0" is approved by the head of the PI, it is automatically sent to the relevant court, or after entering the Mulberry system, an application for visitation received in paper form is automatically processed, creating the corresponding type of application in "E-Penitentiary 2.0").

Through interoperability, the system should also ensure the display of the statuses of applications/documents entered into the Mulberry system within the "E-Penitentiary 2.0" system.

"E-Penitentiary 2.0" system should have bilateral interoperability with the Mulberry systems.

Table 76 - Interoperability with Mulberry System

Data Transfer from Mulberry System	<u>Receival</u> - Electronic document <u>Signal</u> - Instruction issued in the Mulberry system <u>Result</u> - Execution of actions regulated in the "E-Penitentiary 2.0" system based on the type of document received from the Mulberry system.
------------------------------------	---

Transfer of documents and data from the "E-Penitentiary 2.0" system.	<p><u>Transfer</u></p> <ul style="list-style-type: none"> - Electronic document - Registrations - Daat requests - Information - Other recorded actions <p><u>Signal</u></p> <ul style="list-style-type: none"> - Certain actions performed in the "E-Penitentiary 2.0" system or automatically by triggers <p><u>Result</u></p> <ul style="list-style-type: none"> - Creation of a new document in the Mulberry system
--	---

1.2.2.7.10. Electronic Systems of Judicial Proceedings

Through the integration with the electronic systems of judicial proceedings in the, it should be ensured that automatic information transfer occurs regarding the defendant (arrested, detained, convicted) during the judicial process, including information about the judicial decisions made, the requests for presenting inmates to court hearings to the "E-Penitentiary 2.0" system, as well as the transfer of applications initiated regarding the inmate from the PS/PI to the judicial system and the receipt of responses related to them. Hence, the interoperability is bilateral.

Table 77 - Interoperability with MOJ Courts' Management System

Transfer of materials related to the court decision to the "E-penitentiary 2.0" system.	<p><u>Transfer</u></p> <ul style="list-style-type: none"> - Case number - Personal details of the defendant - Articles - Summary of the indictment - Type indicator: arrest/conviction - Court verdict - Duration of detention or imprisonment - Conditions of detention - Prohibitions/restrictions - Other <p><u>Signal</u></p>
---	---

	<ul style="list-style-type: none"> - Recorded decision in the judicial system, instruction triggered by the user <p><u>Result</u></p> <ul style="list-style-type: none"> - Preliminary filled-in prisoner data
Request for presenting the prisoner at the court session	<p><u>Data Request</u></p> <ul style="list-style-type: none"> - Inmate’s details - Case number - Date/time of the session - Location details for presentation <p><u>Signal</u></p> <ul style="list-style-type: none"> - Court session scheduled in the judicial system; instruction triggered by the user. <p><u>Result</u></p> <ul style="list-style-type: none"> - Automatically generated transfer request in the "E-penitentiary 2.0" system - Notification of the decision to approve or reject the request
Submission of a request awaiting a court decision regarding the prisoner (e.g., application for conditional early release).	<p><u>Transfer</u></p> <ul style="list-style-type: none"> - Inmate’s details - Received reports - Motions - Grounds <p><u>Signal</u></p> <ul style="list-style-type: none"> - application for early release in the "E-penitentiary 2.0" system, instruction triggered by the user <p><u>Result</u></p> <ul style="list-style-type: none"> - Decision to initiate or reject court proceedings - If proceedings are initiated, receipt of information regarding the session - Automatic status update of the application

1.2.2.7.11. Agency for Registration of Civil Status Acts (ARCSA)

The function of ARCSA is the registration of civil status acts (birth, death, marriage, divorce, etc.). The interoperability of the "E-penitentiary 2.0" system with the ARCSA system must

ensure the retrieval of information regarding the officially registered civil acts of a prisoner during processes within the system.

The "E-penitentiary 2.0" system should have one-way interoperability with ARCSA.

Table 78 - Interoperability with ARCSA

Receiving Registered Acts	<p><u><i>Data Request</i></u></p> <ul style="list-style-type: none"> - Passport series, number - TIN <p><u><i>Response</i></u></p> <ul style="list-style-type: none"> - All civil acts ever registered for the individual and the personal details of involved persons, including parents, siblings, marriage/divorce, child birth, paternity recognition, adoption, name change, death registration. <p><u><i>Result</i></u></p> <ul style="list-style-type: none"> - The received data is filled into the corresponding fields of the interface to establish connections with the inmate - The system automatically updates all received data in the relevant sections - In cases where personal data of individuals is received, it is recorded in the list of persons associated with the inmate.
---------------------------	---

1.2.2.7.12. Interoperability with the Bar Association

The Bar Association registers individuals who are authorized to engage in legal activities, namely, lawyers.

If the Bar Association has a lawyer registration system during the design of the "E-Penitentiary 2.0" system, interoperability must ensure the receipt of data regarding active lawyers from the Bar Association's internal system/database.

If the Bar Association's internal system/database is not available at the time of the system's design/integration, a special role with specific authority must be designed in the system, allowing for the management of the "Lawyers" table in the information tables.

Management can be facilitated through the upload of a specially formatted file (xls/x). As a result of the upload, all previous rows in the table become inactive, while new rows are created in parallel.

The "E-Penitentiary 2.0" system should have unilateral interoperability with the Bar Association³⁴:

Table 79 - Interoperability with the Bar Association.

Obtaining information regarding lawyers	<p><u><i>Data Request</i></u></p> <ul style="list-style-type: none"> - Passport Series and Number - TIN - License Number for Legal Practice <p><u><i>Response</i></u></p> <ul style="list-style-type: none"> - Authority to Engage in Legal Activities - Information Regarding License Validity - First Name/Second Name - Other Data <p><u><i>Result</i></u></p> <ul style="list-style-type: none"> - Based on the received information, access to the system from the public domain is either granted or denied. - Obtaining Legal Authority in the Public Domain
---	--

1.2.2.7.13. E-justice System

The Ministry of Justice (MoJ) plans to implement an "E-justice" system, which will ensure interoperability among all other systems in the field of justice at a higher level. This includes connectivity, identification, management (users, rules, etc.), navigation, and more. Given this context, the overall architecture of the "E-penitentiary 2.0" system should be designed with the logic of expanding to become part of a larger system in the future.

In particular, the user management module and identification capabilities must be designed in a way that allows for seamless transition when an identified user from other justice sector

³⁴ In the absence of interoperability, a combination with the management module of the information tables is carried out.

systems accesses the "E-penitentiary 2.0" system. This includes the management of authorities and ensuring access rights based on the transferred data and sessions.

Additionally, the "E-penitentiary 2.0" system should also facilitate automatic transfer of the same data to other systems.

1.2.2.8. User Management Module

The user management module in the "E-penitentiary 2.0" system manages the access rights and Authorities to the system's modules, their component parts, possible command actions, and information. The system must also ensure identification and secure access.

Management of access rights and Authorities for user accounts is implemented based on the simultaneous application of principles of roles (RBAC - Role Based Access Control) and attributes (ABAC - Attribute Based Access Control). Base roles are defined by the implementer, coordinated with the Purchaser during the design phase, and for each business process, combinations of triggers, actions, information filling, modification, editing, and viewing possibilities are formulated into a comprehensive role.

1.2.2.8.1. Management of Authorities and Access

The system administrator is responsible for managing the following actions: creating roles, creating attributes, establishing groups of services based on roles and attributes, and managing user accounts.

1.2.2.8.1.1 Roles management

The concept of roles should facilitate the management of users. In addition to individual user accounts, the role concept will be applied, which allows assigning a scope of permissions to those roles. Subsequently, a user account can be assigned a role, meaning that the user receives the scope of permissions provided to that role.

For example, in a particular PI, there may be multiple similar positions such as "Deputy Head," all of which should have the same scope of permissions. A single role called "Deputy Head" should be created and assigned the relevant permissions. Then, the created role can be attached to user accounts, instead of assigning permissions individually to each account. This means that all user accounts linked to that role will inherit the permissions assigned to that role. If there is a need to change the permissions of any position later on, this can be accomplished by modifying the permissions associated with the respective role, which in turn will update the permissions for all accounts linked to that role.

A single user account can also be assigned multiple roles. If a specific account temporarily needs permissions from a different position, this can be done by adding the corresponding role to that user account.

Different roles can be grouped into services to make management easier. When creating a service, a list of mandatory attributes can be defined. For example, a user may be granted the "Deputy Head" function, which already includes decision-making on requests, granting leave permissions, viewing reports, and changing the cell.

1.2.2.8.1.2 Attribute-Based Management

The concept of attributes should allow for greater flexibility in permissions. In addition to granting a permission to a user account, it should be possible to restrict that permission based on specific attributes. For example, the permissions of a Deputy Head (such as approving visitations, approving applications, etc.) should be limited to a particular PI's scope. The use of attributes must enable restrictions of a given user account's permissions to only specific functions and data access related to that particular PI. Furthermore, it should also be possible to restrict functions within the PI framework according to specific parameters. For instance, accepting, approving, or rejecting only employee applications. In this case, both the PI and the parameters that limit the user's permissions (such as "only employee applications") act as attributes.

When an identified user accesses any module of the "E-penitentiary 2.0" system, the entirety of their available permissions and attributes in that module is checked, based on which their ability to perform specific actions and access data is either authorized or restricted. If the user has multiple permissions defined by different roles and attributes within the same module, these are combined, and the system allows the user to perform any of them at once. It is taken into account which attribute pertains to which role of the service; if no specific role is selected, that attribute applies to all of the user's permissions.

For example, an employee with "Deputy Head" authorization has permissions to make decisions on applications and to view the number of inmates. The processing of applications is restricted to their service's specific PI, while the report viewing permission for inmate numbers is set with the attribute "all." As a result, the system should ensure that the user has access to applications only within the PI scope of their service, while for viewing reports, access is granted to "all."

Functional requirements of Management of Authorities and Access Section according to the MoSCoW Classifier, are provided below

Table 80 - Functional Requirements of Management of Authorities and Access Section `according to the MoSCoW Classifier

	Management of Authorities and Access	MoSCoW Classifier
1	Creation or Editing of Roles by the Administrator, which Must Include at Least the Following Data: <ul style="list-style-type: none"> - Module which is designed for the implementation of the functional logic - Name - Status (e.g., active, inactive) 	M
2	Creation or Editing of Attributes by the Administrator, which Must Include at Least the Following Data: <ul style="list-style-type: none"> - Name - Logic/Condition/Parameter³⁵ - Status (e.g., active, inactive) 	M
3	Creation or Editing of Services by the Administrator, which Must Include at Least the Following Data: <ul style="list-style-type: none"> - Name - Included Roles from the list of roles available in point 1 - Mandatory Attributes from the list of attributes available in point 2 	M

1.2.2.8.2. User Account Management

The system administrator and the PI local administrator are responsible for granting the permissions and access rights defined in the previous section, as well as managing attributes. The system administrator of the "E-penitentiary 2.0" system is authorized to manage the permissions of all users within the system, while the PI local administrator is only authorized to manage the permissions of users who are either employees or inmates of the respective PI. They are responsible for creating new users, assigning roles and attributes, editing, and activating/deactivating accounts.

Accounts can also be automatically created during the registration process of a PI inmate upon their entry.

³⁵ The logic/condition/parameter should be configurable by the administrator through the interface, without the need for programming knowledge.

Functional requirements and accessible data for user account management, according to the MoSCoW Classifier, are provided below.

Table 81 - Functional Requirements and Available Data of User Account Management According to the MoSCoW Classifier

	User Account Management	MoSCoW Classifier
1	<p>Creation or editing of an account by the administrator/local administrator should include at least the following data:</p> <ul style="list-style-type: none"> - Username (automatically generated based on the entered data) - Email address (verified via an active link) - Phone number (if available) - Type of identification document - Passport serial number - Passport details (if registered in RA, should be retrieved from SPR) - Identification number – TIN (if registered in RA, should be retrieved from SPR) - Status (e.g., active, inactive) - Password 	M
2	<p>Creation or editing of an attribute by the administrator/local administrator should include at least the following data:</p> <ul style="list-style-type: none"> - Name - Logic/condition/parameter³⁶ - Status (e.g., active, inactive) 	M
3	<p>Creation or editing of a service by the administrator/local administrator should include at least the following data:</p> <ul style="list-style-type: none"> - Name - Included roles, selected from the list of roles in point 1 - Mandatory attributes, selected from the list of attributes in point 2 	M
4	Approval/rejection of the requested permissions by the administrator/local administrator.	M

³⁶ The logic/condition/parameter should be configurable by the administrator through the interface, without the need for programming knowledge.

1.2.2.8.3. Identification

«Access to the non-public domains of the "E-penitentiary 2.0" system is only possible with a valid account. Authentication can be performed using a username/password or through integration with the national identification system/platform used in RA at the time of the system's design (via "I Am"). After authentication, access is granted based on user permissions.

During the implementation phase, the Supplier will coordinate with the Purchaser to determine the tools for inmate identification within the system (e.g., fingerprint recognition, facial identification using "FaceID," etc.).

Authentication in the system follows the Single Sign-On (SSO) principle, with management of a specific active session timeout due to inactivity. Navigation between modules is based on the principles of a Central Authentication System (CAS).

1.2.2.8.4. The interoperability of public domain users with the system

The interoperability of public domain users with the system is carried out in the manner described in section 1.2.2.6..

1.2.2.8.5. Personal Office

For users who are not system administrators, the interface should include a "Personal Office" domain where they can view and manage "open" information related to them. This domain should allow users to:

- Add or edit their personal information
- Submit or view their applications and track their progress
- View the history of visitations, received packages, penalties, rewards, and other information processed within the system that pertains to them
- Change their password, with recovery through an active link sent to their verified email address

Functional requirements and accessible data for the "Personal Office," according to the MoSCoW Classifier, are provided below.

Table 82 - Functional Requirements and Accessible Data for the "Personal Office" According to the MoSCoW Classifier

	Personal Page	MoSCoW
--	---------------	--------

		Classifier
1	Permissible personal data addition and modification: <ul style="list-style-type: none"> - Registered address/postal code - Email (with verification via a validation link sent to the provided address) - Authorized individuals for submitting packages - Authorized individuals for visitations/meetings - Password - Medical conditions/allergies (with staff confirmation) - Submission of requests for additional access and permissions - In case of PI staff - the decision or other document for working in the PI 	M
2	Presentation of at least the following data related to the user, processed in various sections of the system: <ul style="list-style-type: none"> - Previously submitted applications, requests, or complaints, along with their history - Past visitations and meetings, along with their details - The number of visitations and meetings available for the current month and the remaining number - Detailed descriptions of packages and the permissible remaining limits - Penalties (including active ones), rewards, etc. - Information on departures, walks, and work assignments - Other registered information - Personal case details (see paragraph 1.2.1.1.2.). 	M
3	Submission of applications/complaints and tracking their progress	M
4	Notifications	M

1.2.2.9. Workflow Management Module

This module should be designed and implemented to ensure the management of workflows required for processing data, electronic documents, and objects handled by other modules of the “E-penitentiary 2.0” system.

System workflow management logic **MUST** provide the ability for a trained administrator to create, edit, and remove/suspend workflows. Workflow creation and editing processes, including all associated input forms, document templates, validations, and pre-filled data

integrations, should be achievable through a graphical user interface and/or dedicated program code, scripts, and configuration files (preferably via the GUI only).

Functionally accessible processes for management of workflows according to the MoSCoW Classifier, are provided below

Table 83 - Functionally accessible processes for management of workflows according to the MoSCoW Classifier

	Creation of Rules	MoSCoW Classifier
1	<p><u>Workflow Creation</u></p> <ul style="list-style-type: none"> - The system must allow users to create new workflows. - Users must be able to define workflow steps, including actions, tasks, and conditions. - The system should support the creation of workflows through a graphical user interface and/or configuration files, scripts (preferably via the GUI only). - The workflow creation process must allow users to: <ul style="list-style-type: none"> ▪ Set workflow triggers (e.g., document submission, user action). ▪ Define and configure workflow steps (e.g., input forms, document templates, validations, and pre-filled data integrations, where applicable). ▪ Assign tasks to specific users or groups. - The system must support the creation of input forms, document templates, and validation rules for each workflow, where applicable. - Workflow creation must be logged with a timestamp and user information for audit purposes. 	M
2	<p><u>Workflow Editing</u></p> <ul style="list-style-type: none"> - The system must allow users to edit existing workflows. - The system should support the editing of existing workflows through a graphical user interface and/or configuration files, scripts (preferably via the GUI only). - Users must be able to modify workflow steps, conditions, tasks, and the assignment of users or groups. - The system should allow the modification of input forms, document templates, validations, pre-filled data integrations and the flow sequence of tasks or actions. - Changes to workflows must not interfere with active workflows unless explicitly approved. 	M

	<ul style="list-style-type: none"> - Workflow editing must be logged with a timestamp and user information for audit purposes. 	
3	<p>Workflow Activation</p> <ul style="list-style-type: none"> - The system must allow users to activate workflows after creation or editing. - Upon activation, the workflow must start automatically based on its defined triggers or manual initiation. - The system must notify users of successful workflow activation. - Workflow activation must be logged with a timestamp and user information for audit purposes. 	M
4	<p><u>Workflow Deactivation</u></p> <ul style="list-style-type: none"> - The system must allow users to deactivate workflows at any time. - Upon deactivation, the system must prevent the workflow from being triggered or processed further. - Deactivation should not result in the loss of data or workflow history; it should only suspend the workflow's operations. - The system must provide a log of the deactivation event, including the user and timestamp. 	M
5	<p><u>Workflow Deletion</u></p> <ul style="list-style-type: none"> - The system must allow users to delete workflows only if the workflow has never been used to process any data and is not linked to or dependent on any other active workflows, ensuring its deletion does not disrupt other workflows, processes, or dependencies. - The system should prompt the user for confirmation before deleting a workflow to avoid accidental deletions. - Deleted workflows should be archived for audit and recovery purposes, with the option to restore them if needed. - A log of the deletion event, including user and timestamp, must be recorded. 	M
6	<p><u>Access Control & Permissions</u></p> <ul style="list-style-type: none"> - Only authorized users should have permissions to delete or deactivate workflows. - Users should be able to view and track the status of workflows they are assigned to or involved in. 	M

1.2.2.10. Report Generation Module

The interface for report generation should be user-friendly, allowing for grouping by logical categories and searching by report name within the list. The forms and formats of the generated reports may include text sections characteristic of the template, graphics, tables, diagrams, totals, and other formats. Reports are generated in real-time based on all available data in the database at the time of the request, without any time lag.

During the implementation phase of the project, the Supplier should assess the operational load of the "E-Penitentiary 2.0" system and, based on this assessment, propose the use of another server that is synchronized in real-time with the operational server for accountability purposes. The least requirements for the types, functions, and implementation methods of the report generation module are outlined below.

1.2.2.10.1. Static Reports

Static reports represent standard reports that initially have a defined quantity and formats of input data, reporting time intervals (day, month, quarter, half-year, year, period, etc.), and pre-defined output formats. During their generation, data collected from multiple modules of the "E-Penitentiary 2.0" system can be utilized, as well as aggregated or otherwise processed data derived from their interconnections.

After the user selects the predefined parameters of the report or some of them (for example, PI, custody mode, incidents, time interval—previous month, and output file format—pdf, docx, xlsx), they instruct the system to generate the report. The system then outputs the result file according to the selected parameters or provides a message indicating that no matches have been found.

During the project, the Supplier must prepare up to 50 reports currently identified by the Purchaser. The number of reports may increase by another 30 during the project implementation and warranty maintenance period.

This list does not include interfaces designed for searching and exporting electronic documents within the interface of each business process implementation module.

1.2.2.10.2. Obtaining Dynamic Reports

In dynamic reports, unlike static reports, the same search parameters can be applied more than once. It is also possible to specify the characteristics of the search execution alongside the search parameter, such as equal, greater than, greater than or equal to, less than, less than or equal to, range, contains, and so on.

Dynamic reports are designed by the Supplier in accordance with the list agreed upon with the Purchaser.

During the implementation of the project, if a request is made by the Purchaser, at least 20 dynamic reports must be created.

This list does not include interfaces designed for searching and exporting electronic documents within the interface of each business process implementation module.

1.2.2.10.3. Displaying Reports in the Public Domain

This tool is designed for the generation of mandatory information for publication in the public domain or on a webpage. These consist of mandatory periodic statistical reports. Upon agreement with the Purchaser, the system should provide the capability for their automated generation and publication, as well as the automated placement of published materials in a designated folder. The management of the frequency of this operation must also be ensured. (For example, information regarding the number of individuals stored in each PI is automatically generated on the 1st of each month).

The corresponding file in the specified format is transferred to a special folder on the webpage, where it becomes publicly accessible, ensuring adherence to the deadlines for report publication.

Reports can also be generated automatically and must be sent to the electronic addresses designated by the administrator, or through other means, according to the frequency set by them. One recipient may subscribe to more than one report, and conversely, one report may have multiple subscribers.

Below, according to the MoSCoW Classifier, the least dataset required for the generation of all types of reports is presented, which should be designed and implemented during the system's implementation phase.

Table 84 - Least Dataset for Report Generation According to the MoSCoW Classifier

	Data	MoSCoW Classifier
1	Corresponding variables of database tables used for report construction as input parameters for report generation	M
2	Logical conditions established for the application of corresponding variables of database tables used for report construction as input parameters for report generation	M

3	Corresponding variables of database tables used for report construction, reflected in the output generated based on selected input parameters	M
4	Corresponding variables of database tables used for report construction for exporting the generated output in the selected file format	M
5	Specification of the execution deadline and frequency for automatically generated reports	M
6	Indication of email addresses for delivering automatically generated reports	M
7	Specification of the placement link for automatically generated reports (URL Address or FTP Server Configuration)	M
8	Definition of a variable that controls the limitation on the number of results returned simultaneously in one data request.	M

1.2.2.10.4. Collection and storage of gender information for all individuals associated with system activities

The system must be capable of providing gender disaggregated data for all individuals involved in system activities, including users, victims, and any other relevant parties. It should provide features to filter and analyze data based on gender for various stakeholders, including users, victims, and other involved parties. Generating gender disaggregated statistics should not introduce significant performance bottlenecks or affect system responsiveness.

1.2.2.11. Directory Tables Management Module

The “E-penitentiary 2.0” system consists of various modules, some of which process data that has a repetitive nature and a strictly defined format and structure. These data entries are not freely filled but rather consist exclusively of predefined values. In electronic documents, where it is necessary to utilize this data within the framework of functional logic, it is done exclusively by selecting from predefined values, each of which has its own encoding and displayed text.

The informational tables and the data contained within them are subject to additions and modifications, as well as activation/deactivation. The data entered into the informational table is not deleted; in cases where a particular value needs to be removed from use, this is accomplished by setting an expiration date. For any value, it is possible to set the start date of use and the expiration date of validity (DOV and EOVS). In modules where operations are

performed using data stored in directory tables, the value corresponding to the date of registration of the electronic document must be applied.

For example, for the custody regime, the value “low moderate” is defined for 01.01.2018, and then on 01.01.2024, it is renamed to “open moderate.” All documents processed with a registration date between 01.01.2018 and 01.01.2024 should reflect the value “low moderate,” while those created after 01.01.2024 should reflect “open moderate.”

Informational tables are divided into two types: systemic and local, with their management carried out by the System Administrator and the Local Administrator, respectively.

The complete list of informational tables and the information collected within them must be highlighted during the implementation of the project through collaborative work with the Purchaser and the stakeholders.

Below, the least directories that must be implemented are presented according to the MoSCoW Classifier.

Table 85 - The Least Necessary Directories According to the MoSCoW Classifier

	Directory Name	MoSCoW Classifier
1	PI accommodations, cells	M
2	Types of penalties	M
3	Types of	M
4	Security Zones and Conditions for PI	M
5	Articles of Criminal Codes by Degree of Severity	M
6	Courts	M
7	Interpreters	M
8	Foreign languages	M
9	Types of Searches	M
10	Types of Prohibitions	M
11	Authorities Imposing Restrictions	M
12	Types of Events	M
13	Types of training courses	M
14	Grounds for Release from Penalty (Detention)	M
15	Penalty type	M
16	Monthly number of visitations based on the status of the inmate and security zone	M
17	Permission to submit applications based on security zone and conditions	M
18	Permission for movement without a guard based on security zone	M

19	Criteria present in early release applications and assigned points for them	M
20	Questions from the risk assessment questionnaire	M
21	Answers and weights from the risk assessment questionnaire	M

1.2.2.12. System Functionality Adjustment Module

In the "E-penitentiary 2.0" system, the application of functional logic, process flows, and other similar workflows involves the use of predefined variables. To ensure the system's flexibility, a special toolkit should be designed in the interface for the system administrator, allowing them to manage these variables. These variables, in addition to being used in the business processes from which they originate, should also be available as specially named variables in the Rule Management Module. These variables may be numerical, percentage-based, time-based, or any combination thereof.

For example, a specific inmate may be eligible for conditional early release if they have served 50% or more of their sentence—this would be one manageable variable. Or, the maximum allowable package weight in a 30-day period could be 20 kg—this would require two manageable variables. After the administrator adjusts these variables, the changes take effect immediately or from a specified start date. All changes are logged.

Below, are the least settings that must be designed and implemented during the system’s deployment phase according to the MoSCoW Classifier.

Table 86 - The Necessary Adjustments According to the MoSCoW Classifier

	Adjustments	MoSCoW Classifier
1	Number of visitations/meetings by time period and quantity	M
2	Number of consultations by time period and quantity	M
3	Frequency of receiving parcels and their weight	M
4	Number of penalties that result in visitation prohibitions	M
5	Number of penalties that result in meeting prohibitions	M
6	Number of penalties that result in restrictions on receiving parcels	M
7	Remaining time until early release application deadline expressed as a percentage	M
8	Number of points required for early release application	M
9	Deadline for responding to each type of application	M
10	Frequency and duration of using phone and internet	M

11	Notification time before an event appears in the calendar	M
12	Deadline for re-evaluating risk levels	M
13	Risk scale intervals based on weights	M

1.2.2.13. Functions Logging Module

In the "E-penitentiary 2.0" system, a user action logging module must be designed. This module is strictly for service purposes and does not affect the ongoing business processes within the system. It is managed exclusively by the system administrator through a specially designed interface, where the administrator can perform searches based on defined parameters and export the retrieved data.

The primary search parameters include: module, electronic document, user, action, status, and time interval. The data retrieved from the search should be exportable in specific file formats (e.g., xlsx, csv).

Given that the "E-penitentiary 2.0" system has a multi-module structure, diverse users, and numerous actions, which will result in the need to store hundreds of thousands of rows of data, the Supplier should propose a non-relational data storage model. This model should ensure the system's operational efficiency and prevent the overloading of the main operational database supporting the system's functional modules.

A tool should be designed for the administrator to delete data from a selected time interval with a single command.

Below, is the least dataset that must be designed and implemented during the system deployment phase according to the MoSCoW Classifier.

Table 87 - The Least Dataset According to the MoSCoW Classifier

	Data	MoSCoW Classifier
1	User identifier	M
2	Module where the action is performed	M
3	Specified action	M
4	Identifier of the processed document	M
5	Execution time	M
6	Search parameters	M
7	Option to export search results to a file	M
8	Command to delete data by interval	M

1.2.2.14. Data Management Module

In the "E-penitentiary 2.0" system, processing electronic documents involves data entry. Depending on the nature of the data, they follow a predefined structure (e.g., text, integer, decimal, date, etc.) and format (e.g., varchar(255), number(8), float(15,4), date, timestamps). According to this structure and format, data input in the corresponding module interface of the "E-penitentiary 2.0" system is subject to validation, and the corresponding column in the database table has a set format.

To ensure the system's flexibility, a special toolkit must be designed for the system administrator within the interface, allowing them to manage the structure and format of these variables.

The confirmation and subsequent application of changes should not require system downtime, redeployment, changes to the operating system or database settings, modifications to the software code, or efforts related to code localization. Similarly, it should not require intervention from the maintenance staff or developers responsible for ensuring the system's functionality. All operations are performed directly within the interface.

The system should also provide warnings when an attempt is made to set a smaller format for data that already exists in a larger format. The administrator can specify that the validation of structure and format applies only at the interface level, meaning the data in the database will remain unchanged, and only the possibility of input through the interface will be restricted.

Below, are the least options for variable management that should be designed and implemented during the system deployment phase according to the MoSCoW Classifier.

Table 88 - The Least Options for Variable Management According to the MoSCoW Classifier

	Variables	MoSCoW Classifier
1	The modules for which configuration adjustments are carried out to ensure functionality	M
2	Configurable Variable	M
3	Variable Format	M
4	Variable Structure	M
5	Start of Applicability Period	M
6	End of Applicability Period	M
7	Change History	M

1.2.2.15. Calendar and Work Schedule Module

A calendar management tool is designed for the system administrator, each PI local administrator, and the HR management officer. Through this tool, working and non-working/holiday days and hours are defined, which regulate users' access to the system, permissions for carrying out certain processes within the system, and control over deadlines related to those processes. It also manages employee vacations and records related to incapacity to work.

A work schedule with specific hours is created for each PI employee. If there are additional functions within the PI (in accordance with the roles assigned in the user management module), the supervisor can assign some of these functions in the work schedule.

The schedule can be generated automatically for a specified time range and in the required format. Access to the system is granted only during the designated hours, and it allows the functions specified in the schedule. Access permissions can be changed without altering the schedule. These changes take effect from the time of the modification until the end of the schedule. Previous permissions are logged and visible in the calendar for past days.

For example, if a user is an employee of the security department (assigned the corresponding role in the user management module) and has a four-day work schedule (1 day of work, 3 days off), at the same time, the user may perform several functions, but only two are designated in the schedule. The system responds to these settings by allowing access to the system only on the scheduled workdays and permitting only the two specified functions.

Each user's personal area includes a calendar, where they can view dates related to them. For viewing, the calendar shows the end of detention, upcoming visits, the start/end of imposed penalties, departure dates, and other relevant events. The calendar also reflects time limitations related to the processing of applications, such as the deadline for providing a conclusion, the maximum deadline for rejecting/approving an application, and the deadline for submitting additional documents.

This tool's interface operates outside of the user management module because it manages data that changes on a daily basis.

Below, are the least calendar management options that should be designed and implemented during the system's deployment phase according to the MoSCoW Classifier.

Table 89 - The Least Calendar Management Options According to the MoSCoW Classifier

	Variables	MoSCoW Classifier
1	Adjustment/management of the annual calendar	M
2	Adjustment/management of each PI calendar	M
3	Creating and managing the work schedule of each official	M
4	For each prisoner	M

	<ul style="list-style-type: none"> - making a calendar - display of monitored dates, prohibition/restriction periods, leaves/arrivals, visitations/meetings based on functions performed - display of historical chronological data - calendar management 	
5	Advance reminders of upcoming events listed in the calendar	M

1.3. Designing the services of the Republic of Armenia and applying the principles of digital architecture

1.3.1. Non-functional requirements: User experience and design.

1.3.1.1. All pages, online forms, and menus of the designed service must be optimized for mobile use. The components of the official ["Henaket"](#) design system should be used for this purpose.

1.3.1.2. When constructing pages, online forms, and menus, the predefined ["Templates"](#) design system must be followed. If a template is not available for a particular case, the service page should still be built using the components of the official ["Henaket"](#) design system in accordance with paragraph 1.1.

1.3.1.3. The system or service should have a clear and easily understandable name that aligns with the principles of digitization. More information can be found [here](#).

1.3.1.4. Online forms intended for citizen services should be developed using a step-by-step approach, focusing on ease of use and avoiding duplication of paper-based forms. When creating online forms, the [5-th principle](#) of digitization should be followed.

1.3.1.5. The service must be technically independent from the official website of the state body and should have its own unique link, which will serve as the service's start page. If the service requires authentication, after logging into the system, the user should be directed to the service's main page without needing to click any additional buttons.

1.3.2. Non-functional requirements: User testing of the service prototype and presentation of results.

1.3.2.1. The created service prototype must be [tested with end users](#) (end users are considered those who will later use the system or service) in accordance with this principle of digitization. The testing results should be documented in line with the [usability testing guidelines](#).

1.3.2.2. The newly developed system or service must meet at least the AA level of the Web Content Accessibility Guidelines (WCAG 2.1). Accessibility tests should be conducted following [this principle](#), and a report on the testing results should be submitted to the Client.

1.3.2.3. The results of usability testing should be presented as part of the handover act. These results should also include actions taken as a result of the usability testing to improve the system's functionality (in the form of notes or documented updates) in accordance with the 3rd principle of digitization. Any improvements to the system or service that could not be implemented due to time constraints must be recorded for future updates.

1.3.3. Non-functional requirements: Service quality assessment and improvement within the framework of the "Public Administration Reform Strategy" adopted by the Government.

1.3.3.1. The designed system or service must be continuously measured and evaluated in accordance with [this principle](#) of digitization. For this purpose, the following [four key indicators](#), as defined by the RA High-Tech Industry Digitization Guide, should be applied:

1) Services (pages) with the highest number of visits:

This indicator shows which services and pages on your platform are most frequently visited by users. For example, it tracks how many people use a specific service or visit a particular page on a daily, monthly, or yearly basis.

There are several analytical tools available that allow you to measure the indicators of interest without complex configurations, including tracking which pages receive the most visits.

2) User satisfaction with online services:

This indicator helps understand how satisfied users are with the website or service.

User satisfaction can be measured by asking a few simple questions after they use the service. For example: "**How would you rate the service?**"

Users should respond on a 1-5 scale, where each rating has the following meaning:

5 – Excellent

4 – Good

3 – Satisfactory

2 – Poor

1 – Very poor

When calculating the average score, you should only include the ratings of 5 (Excellent) and 4 (Good), as research shows that this method provides the most accurate reflection of customer satisfaction.

For example, if the service is rated as follows:

- Excellent (5) by 7 users,
- Good (4) by 8 users,
- Satisfactory (3) by 4 users,
- Poor (2) by 3 users,
- Very poor (1) by 2 users,

Subsequently, user satisfaction with online services would be calculated as follows:

$$(\text{Satisfied users (those who rated 4 and 5)}) / (\text{Total number of responses}) * 100$$
$$= \text{Percentage of satisfied users (\%)}$$

Thus:

$$(7+8)/(7+8+4+3+2) * 100\% = 62.5\%$$

For informational content, you can ask the following question: "Was this information helpful?" with "Yes" or "No" as possible responses. In this case, a

"Yes" answer would correspond to an "Excellent" rating on the scale, while "No" would correspond to a "Very poor" rating.

The above approach is based on international best practices, particularly the “CSAT” method. For more detailed information about the method, you can find resources in English [here](https://www.qualtrics.com/en-gb/experience-management/customer/what-is-csat/?rid=ip&prevsite=en&newsite=uk&geo=AM&geomatch=uk) (https://www.qualtrics.com/en-gb/experience-management/customer/what-is-csat/?rid=ip&prevsite=en&newsite=uk&geo=AM&geomatch=uk).

3) Success rate of transactions:

This indicator reflects the percentage of digital transactions initiated by users that are successfully completed.

How to measure:

Count the number of fully completed online applications (the numerator),
Divide it by the total number of initiated applications (including partially completed or failed applications) (the denominator),
Present the result as a percentage.

If the online system does not retain records of partially completed applications, you can use various analytical tools. For example, with Google Analytics, you can add a counter to the "Start" button of the application form, which will effectively show the number of initiated transactions. By comparing this number with the actual number of submitted applications, you can determine the transaction success rate.

4) Proportion of online transactions for the service:

This indicator shows the proportion of transactions (e.g., applications) that were conducted online. In other words, it represents the ratio of online to offline transactions.

How to measure:

- Count the number of applications successfully submitted entirely through digital means (the numerator),
- Divide it by the total number of successfully completed and approved applications (the denominator).

The result will represent the proportion of online transactions for the service.

For example, if:

- 16 applications were submitted entirely through digital means,
- 8 applications were received through non-digital means,

Then the proportion of online transactions for the service will be:

$$16/(16+8) * 100\% = 66.67\%$$

1.3.3.2. The indicators must be accessible to the Purchaser without the need for technical specialists.

1.4. Performance Requirements of the Information System

The Information System **MUST** reach the following performance levels.

- The system must be capable of operating 24/7.
- The system's uptime must exceed 99.3%, meaning that the downtime for the system annually should be less than 2 days. Downtime for maintenance and updates must be planned and coordinated with the relevant MOJ staff. Emergency outages should not exceed 4 consecutive hours, unless the reason is the absence of replacement hardware for malfunctioning equipment. Upon the Client's request, the Supplier must sign a Service Level Agreement (SLA) regarding the maintenance process.
- The system must be able to efficiently support at least 20,000 users.
- The minimum threshold for concurrent active users is set at 5,000 users.
- The system should be capable of processing 1,000 simultaneous queries per second through web services designed within the system, without affecting its operability.
- The response time for 95% of the system's functionalities under maximum load conditions should not exceed 1 seconds.
- The system must be developed following the principle of single data entry (each subsystem should obtain the necessary data for its operation without requiring duplicate data entry). There must be a direct connection between the two modules of the "E-penitentiary 2.0" system to ensure the continuity and sequence of processes.

1.5. Infrastructure Requirements Analysis

The Supplier must conduct a comprehensive needs analysis to identify the hardware, equipment, and network infrastructure (e.g., servers, workstations, tablets, printers, scanners, racks, UPS, routers, switches, cabling, video surveillance equipment, etc.) required for the Penitentiary Service (PS) and all Penitentiary Institutions (PI). This analysis must take into account any existing goods and infrastructure, ensuring that new components align with the operational, security, and functionality requirements of the developed information system.

The Supplier must create and submit to the Client, no later than the date specified in the Implementation Schedule Table (Item No. 7), a detailed technical requirements document, including a budget estimate, specifying the necessary goods and works for the procurement procedure, while considering the potential usage or integration of existing goods.

The Supplier must actively participate in the procurement procedures for goods and works, including reviewing vendor proposals, assisting in supplier selection, ensuring compliance with project specifications, and supporting the acceptance process of the procured goods and works.

1.6. Cyber Security

1.6.1. Secure Software Development

- Development must follow secure coding practices to prevent vulnerabilities (e.g., SQL injection, cross-site scripting).
- The development process must include regular code reviews and security testing (e.g., static code analysis, dynamic testing).
- Security flaws identified during development must be addressed before the software is delivered.

1.6.2. Access Control

- Access to the codebase and development and testing environments must be restricted to authorized personnel only.

1.6.3. Source Code Management

- The source code repository must be secured with encryption and access controls to prevent unauthorized changes.
- All changes to the codebase must be tracked with version control and should include detailed commit messages to ensure traceability.

1.6.4. Testing and Vulnerability Scanning

- The software must undergo regular security testing (e.g., static and dynamic analysis) as part of the development pipeline.
- Any third-party libraries or components used must be reviewed for security vulnerabilities before being included in the software.
- Vulnerabilities must be identified, prioritized, and mitigated before delivery. Security scans should be integrated into the CI/CD pipeline.

1.7. Technical Responsiveness tables

The current section contains mandatory points that Proposers **MUST** address in their proposal. Proposers **MUST** use the Technical Responsiveness Checklist (Format) to demonstrate the

responsiveness of their proposal. Failure to do so significantly increases the risk that the Proposer’s Technical Proposal will be declared technically non-responsive.

1.7.1. Documents

The Employer and the Beneficiary(s) must review and approve all documents requested by the Contractor.

R-1.1	<p data-bbox="378 201 1450 275">During the implementation of the project, the Supplier must submit the following complete documents:</p> <ul data-bbox="431 300 1450 1890" style="list-style-type: none"><li data-bbox="431 300 1450 499">- Software Requirement Specification (Must detail the system’s functional and non-functional requirements, including performance, security, and interface specifications, along with constraints and assumptions, to guide the design, implementation, and testing phases of the software development lifecycle.)<li data-bbox="431 510 1450 583">- Project Management Plan (Must outline the project’s scope, objectives, timelines, resource allocation, risk management strategies.)<li data-bbox="431 594 1450 793">- System Architecture and Data Interface Specification (Must define the overall system architecture, including hardware and software components, communication protocols, and data flow, while detailing the structure, format, protocols, and methods for data exchange between system modules and external systems.)<li data-bbox="431 804 1450 877">- Requirements Traceability Matrix (Must map and track the relationship between business requirements, functional specifications, and test cases.)<li data-bbox="431 888 1450 1003">- Quality Management Plan (Must outline the quality assurance processes, standards, metrics, and procedures for monitoring and controlling project deliverables.)<li data-bbox="431 1014 1450 1129">- Communication Plan (Must define the communication objectives, channels, frequency, stakeholders, and methods for sharing project information.)<li data-bbox="431 1140 1450 1549">- Needs Analysis and Technical Requirements Document for Hardware, Equipment, and Network Infrastructure for Penitentiary Service and Penitentiary Institutions (Must define the hardware, equipment, and network infrastructure (e.g., servers, workstations, tablets, printers, scanners, racks, UPS, routers, switches, cabling, video surveillance equipment, etc.) required for the Penitentiary Service (PS) and all Penitentiary Institutions (PI). This analysis must take into account any existing goods and infrastructure, ensuring that new components align with the operational, security, and functionality requirements of the developed information system.)<li data-bbox="431 1560 1450 1633">- Test Plan and numbered Test Case Specifications including screenshots and expected results.<li data-bbox="431 1644 1450 1759">- Test case groupings including a high priority regression test suite, and full regression suite with expected manual run durations and resource required for running in future.<li data-bbox="431 1770 1450 1890">- Test Execution Reports (Must include a complete report on the test execution performed for all test cases and suite runs, with a list of discovered bugs and evidence of their fixes. This should also include all
--------------	--

	<p>elements of the tests defined in section R3.1 and usability test results detailed in point 1.3.2.3.)</p> <ul style="list-style-type: none"> - As part of the UAT validation of the above documentation will be performed by the purchaser who reserves the right to nominate a technical individual (quality assurance engineer) to follow the reproduction steps for a nominated bug, and observe the same results. OR to carry out quality assurance testing based on the test cases provided. - Change Management Plan (Must outline the processes, procedures, and roles for managing and controlling changes to the project scope, schedule, or resources, ensuring that changes are evaluated, approved, and communicated effectively throughout the project lifecycle.) - Administrator and User Manuals (Must contain step-by-step instructions, including screenshots, for performing all system functionalities and must be in a machine-readable format, such as .md, .html, or another browser-compatible digital format. See section R-4.4) - Training Plan (Must outline the objectives, curriculum, schedule, and materials for training all types of users on all system functionalities.) - Technical documentation required: <ul style="list-style-type: none"> ○ Complete Codebase Package guide, providing links or document names to the locations of All source code, libraries, assets, and scripts files, no missing files. <ul style="list-style-type: none"> ▪ Deployment Documentation: Step by step Instructions for build, deploy, and rollback with screenshots. ▪ Setup & Installation Guides: Step-by-step process to install and configure the application with screenshots.including server requirements or cloud services required ▪ Configuration Files: Descriptions for all config files and required default values ▪ Environment Variables: Explanation of each variable, including purpose and defaults. ▪ Resource Requirements: Hardware, software, network, and other system prerequisites. ○ Architecture & Integration <ul style="list-style-type: none"> ▪ High-Level Architecture Diagram: Visual overview of all components of the application. ▪ API & Integration Details: Documentation of endpoints and external integration points. ▪ Database Documentation: Schemas or ER diagrams, and migration scripts. - Deployment and Disaster Recovery Guide (Must provide detailed, step-by-step guidance to redeploy the entire software package in a new environment, including a comprehensive list of all dependent libraries and configurations, such as server setups, cloud services, API key requirements, and integration guides. It must also cover environment variables, container
--	---

	<p>setup instructions, and any other information necessary to establish the system in a fresh environment. The client will validate the deployment process, and acceptance will be based on a Senior Engineer successfully redeploying the software using the guide. The engineer must confirm that the deployment is correct and that the system is fully operational. Additionally, the documentation must include a disaster recovery plan that outlines the steps to recover from potential failures in the production system operation.)</p> <ul style="list-style-type: none"> - As part of the UAT validation of the above documentation will be performed by the purchaser who reserves the right to nominate a technical individual (senior software engineer) to follow the instructions and set up a working version of the software without intervention from the vendor. - Step by step plan for migration of data from any existing systems into the new system - Project and Product Review, Meeting Minutes and Interim Reports. - Project Completion Report.
--	--

1.7.2. SRS Development

The Supplier must present the SRS of the automated information system "Management of the Implementation of the Functions of the Penitentiary Service", as part of this, the Supplier must study and propose the flow of processes and data in a way that minimizes the need for paper-based procedures.

R-2.1	<p>The Supplier must submit a complete SRS to the Purchaser no later than the scheduled date for the completion of works, following the signing of the contract. The structure of the document should include the following sections (minor, non-essential modifications to the structure may be made after agreement with the Client).</p> <ol style="list-style-type: none"> 1. Introduction <ol style="list-style-type: none"> 1.1. Participants 1.2. References <ol style="list-style-type: none"> 1.2.1. Main documents 1.2.2. Related documents 1.2.3. Terms 1.2.4. Abbreviations 2. Brief Description of the Information System
--------------	--

	<ul style="list-style-type: none"> 2.1. Subsystems 3. Functional Design <ul style="list-style-type: none"> 3.1. General functional description 3.2. Detailed functional description 3.3. Detailed interface description 4. Technical Design <ul style="list-style-type: none"> 4.1. Structural description of information flows 4.2. Description of information <ul style="list-style-type: none"> 4.2.1 Description of input information 4.2.2. Description of output information 4.2.3. Full description of the information databases 4.3. Definition of the methodology for implementation, programming languages, information databases, and the choice of operating system 4.4. Diagram/schematic of the system's workflow and technical architecture, including integration schemes 4.5. System security rules 4.6. Structural description of the technical means 4.7. Description of minimum technical requirements 5. Description of the API ensuring interoperability with each party, in accordance with the requirements described in section 1.2.1.7.
R-2.2	The system's SRS must be continuously updated if any changes are made to the system during the warranty period.
R-2.3	<p>Infrastructure and Equipment Needs Analysis</p> <p>The Supplier must conduct a comprehensive needs analysis to identify the hardware, equipment, and network infrastructure (e.g., servers, workstations, tablets, printers, scanners, fingerprint scanners, racks, UPS, routers, switches, cabling, video surveillance equipment, etc.) required for the Penitentiary Service (PS) and all Penitentiary Institutions (PI). This analysis must take into account any existing goods and infrastructure, ensuring that new components align with the operational, security, and functionality requirements of the developed information system.</p> <p>Technical Specifications for Goods and Installation Services</p> <p>The Supplier must create and submit to the Client, no later than the date specified in the Implementation Schedule Table (Item No. 7), a detailed technical requirements, including a budget estimate, specifying the necessary goods and services.</p>

	The Supplier will actively participate in the procurement procedures for goods and services, including reviewing vendor proposals, assisting in supplier selection, ensuring compliance with project specifications, and supporting the acceptance process for the procured goods and services.
--	---

1.7.3. Quality Assurance

R-3.1	<p>Quality management must be carried out in accordance with a pre-developed Quality Management Plan (QMP) and Testing Plan. The QMP is an integral part of the project implementation plan. The Testing Plan should include the specifications of test cases and the expected outcomes – and the plan (and subsequent test cases) MUST include provisions for:</p> <ul style="list-style-type: none"> - code quality testing, unit testing, functional testing, integration testing, performance & load testing, penetration testing. Usability testing.
R-3.2	<p>According to the work schedule, the Supplier must deliver a version of the system that ensures the full functionality of the complete set of requirements.</p> <p>The software must be tested by the Supplier in their testing environment before installation, after which it will be localized in the Purchaser’s testing environment. Based on the results of the User Acceptance Test (UAT) conducted by the Purchaser, if no blocking bugs or issues incompatible with normal operation are found in the software (or part of it) tested by the Contractor, the software can be transferred to the Client’s production server.</p>
R-3.3	For each system function, a corresponding testing plan must be developed using already created test cases and defined test suites, which will define the sequence of testing steps and actions based on the system's use cases and scenarios. Testing plans must be provided to the Purchaser with each version of the system, as well as in the case of subsequent system updates.
R-3.4	If any function in a given environment or module is modified before testing, the corresponding testing plan must also be updated for the purpose of retesting. The modified plan must also be provided to the Client.
R-3.5	Any defects identified during the system’s acceptance, testing, or operation must be logged in a system intended for tracking tasks, bugs, improvements, and their progress (e.g., Jira, RedMine, OpenProject, or similar systems), with access granted

	to the relevant Purchaser personnel. Each such record will represent an electronic ticket/task that includes a detailed description of the issue/defect, reproduction steps, screenshot, and other additional information (e.g., proposed solution, reference to documentation).
R-3.6	The tasks presented by the Purchaser to the Supplier must be logged in the Contractor’s designated system, as specified in Requirement 8. Within 2 working days of the task being logged by the Client, the Supplier must provide, through the same system, the expected completion date for the task. This response should include information regarding the time and human resources necessary for the task's completion, broken down by relevant actions (e.g., analysis, programming, testing) and specialists (e.g., business analyst, developer, tester).
R-3.7	The system testing must at least include the types of functional and non-functional testing described in paragraph 3.0.7 of Section VII.

1.7.4. Training

R-4.1	The Supplier is required to conduct training on the system. The training will be delivered by the project's business analysts, architects, and Team Lead.
R-4.2	<p>Before the system’s implementation, the Supplier must submit a training program. The training program should consist of the following:</p> <ol style="list-style-type: none"> 1. Training for the staff involved in pilot testing of the system. 2. Training for 100 users, including PS, PI personnel, and other state bodies that are stakeholders of the system. 3. Training for 8 trainers under the "train-the-trainer" approach. 4. Training for 4 administrators responsible for the system’s maintenance. <p>The Supplier must also present a scenario for introducing the system to inmates, providing assistance with its implementation if necessary.</p>
R-4.3	<p>The course description must include, but is not limited to, the following:</p> <ul style="list-style-type: none"> - Course title - Course objective - Course duration and the number of participants per session - Description of course content and plan - Qualifications and experience of the instructor.

R-4.4	<p>During the training, user and administrator manuals for the system must be provided, which should at least include the following:</p> <ul style="list-style-type: none"> - Description of the system/subsystem (module) - Description of functionalities - Practical examples/screenshots, video tutorials - Procedures for system installation, deployment, recovery, backup, and restore, along with corresponding commands (for IT personnel) - As part of the UAT validation: Given the importance of the manuals and training materials for business continuity, the purchaser reserves the right to carry out scenario testing, based on the ability of a non technical user chosen by the purchaser, being able to adequately use the system features defined by the purchaser, based on the documentation. Adequate use is defined by achieving the expected outcome as defined in the test case documentation defined in R.4.4. and the user manual. Particular attention will be paid to configuration of workflows and creation of new workflows by an administrator user.
R-4.5	<p>The training will be conducted either at a location provided by the Supplier or, if requested by the Client, at an alternative location provided by the Client, such as the trainees' workplaces. The training language must be Armenian. If the Supplier involves foreign experts for conducting the training, translation services will be paid for by the Contractor.</p>
R-4.6	<p>All types of information and knowledge provided must be documented, and the Supplier must deliver all documents to the Purchaser in both printed and electronic formats.</p>

1.7.5. Conformity with Legislation

R-5.1	<p>The system must be in line with all legislative and legal regulations governing the sector.</p>
--------------	--

1.7.6. Applied Technologies

R-6.1	<p>The technologies proposed by the supplier (such as operating systems, database systems, programming languages, libraries, frameworks, etc.) must align with industry standards and best practices, provide strong vendor support and community adoption, ensure scalability and performance, maintain high security and stability,</p>
--------------	---

	and facilitate efficient and straightforward development and maintenance. During the project implementation, the latest stable versions of the proposed technologies (such as operating systems, database systems, programming languages, libraries, frameworks, etc.), as published on their official websites, must be used.
R-6.2	During the design, development, modification, and enhancement of the system, the Supplier must take into account the data structure of the existing system and the potential for migration. Additionally, the transition from the existing website to the Public Domain Module must be ensured.
R-6.3	<p>The system must be deployed in three separate environments: production, testing, and backup.</p> <p>The Supplier must work with the code using a local repository (code storage), on a separate development server that will also be accessible to the Client. Upon completion of tasks, the Supplier must upload the finished work to the development server. After testing and agreeing with the Client, the software code must be localized in the Client’s testing environment (pre-production server) for final testing, after which it will be transferred to the production server. Final testing should be conducted with the participation of both parties.</p>
R-6.4	A unified user management system must be applied.
R-6.5	The classifiers used must be unified across the modules operating within the "E-penitentiary 2.0" system framework.

1.7.7. Productivity

R-7.1	<p>The system must be capable of operating 24/7.</p> <p>The system’s uptime must exceed 99.3%, meaning that the downtime for the system annually should be less than 2 days. Downtime for maintenance and updates must be planned and coordinated with the relevant MOJ staff. Emergency outages should not exceed 4 consecutive hours, unless the reason is the absence of replacement hardware for malfunctioning equipment. Upon the Client’s request, the Supplier must sign a Service Level Agreement (SLA) regarding the maintenance process.</p>
R-7.2	<p>The system must be able to efficiently support at least 20,000 users.</p> <p>The minimum threshold for concurrent active users is set at 5,000 users.</p> <p>The system should be capable of processing 1,000 simultaneous queries per second through web services designed within the system, without affecting its operability.</p>

R-7.3	The response time for 95% of the system’s functionalities under maximum load conditions should not exceed 1 second.
R-7.4	The system must be developed following the principle of single data entry (each subsystem should obtain the necessary data for its operation without requiring duplicate data entry). There must be a direct connection between the two modules of the "E-penitentiary 2.0" system to ensure the continuity and sequence of processes.
R-7.5	System configuration changes and updates must be easily implemented without affecting the system’s performance.
R-7.6	The Purchaser’s trained user must have the ability to make configuration changes within the system, with the methods and limits of those changes being agreed upon with the Supplier during the development of the technical specification.

1.7.8. Expansion

R-8.1	<p>The system must have the capability for expandable functionality and be equipped with dynamic scalability and load balancing to optimize the Client's use of server resources.</p> <p>It should be possible to expand the initial capabilities by up to 100% through horizontal and/or vertical scaling methods.</p>
--------------	---

1.7.9. Interoperability

R-9.1	The system should be able to operate with newly designed modules without significant structural changes.
R-9.2	The system must be designed in such a way that, in addition to data entry through the system interfaces, users can also input data via web services without directly accessing the system. Additionally, users must be able to upload data using properly formatted xlsx or csv files.
R-9.3	The system must be designed with an architecture that enables it to become a full-fledged component of the unified electronic justice system, ensuring the possibility for further development, full interoperability, and data exchange with its component systems.

R-9.4	The tasks of migrating data from the currently used systems, making necessary changes and preparations in the current system, as well as ensuring the transition from the existing website to the Public Domain and Reports Modules, must be carried out exclusively by the Supplier and at their own financial expense.
--------------	--

1.7.10. Safety

R-10.1	Measures must be taken to enhance the level of protection against "service denial" attacks (DDoS attacks).
R-10.2	At the server level, security protocols such as SSL, SSH, IPsec, and TLS should be implemented. Additionally, server layers should be segmented to ensure that data flow between server levels can only occur through authorized secure channels.
R-10.3	<p>At the application level, several access and authorization measures must be implemented to ensure authenticated access is granted only to designated users. This includes two-factor authentication for access control. Access rights should be role-based, with specific permissions and access levels defined for each role.</p> <p>The system should allow access both with username and password, as well as through a unified platform “I AM”.</p> <p>Regular password updates must be enforced, along with measures to ensure different levels of access control.</p>
R-10.4	At the data level, measures must be taken to ensure the security of personal data through a secure database structure. Specifically, the security of personal data at the data level must be ensured in accordance with the procedures for the transfer of personal data via an electronic information system, as established by the RA Government's Decision No. 1849-N of 19.12.2019, "On establishing the procedure for the transfer of personal data via the electronic information system and repealing Decision No. 192-N of 16 February 2017 of the Government of the Republic of Armenia," and in compliance with Regulation (EU) 2016/679 (GDPR).
R-10.5	<p>The system must implement **activity logging** and **error logging** for both information and actions. The system software must interact with the databases exclusively through an intermediary **database access proxy server** to log all processes involving the database.</p> <p>The logging must include, among other information, the time of the action, the IP address, the identity of the user performing the action, and other relevant details.</p>

R-10.6	The system should automatically "lock" a user's session after a predetermined period of inactivity, sending a notification to the user about this action.
R-10.7	<p>The system should be designed and developed in accordance with the following international standards and/or guidelines:</p> <ul style="list-style-type: none"> - ISO 27001 - ISO 27002 - ISO 27037 - ISO 27040 - Regulation (EU) 2016/679 (GDPR) - OWASP (Open Web Application Security Project) Top Ten
R-10.8	A complete copy of the software code must be maintained (escrow).
R-10.9	A code audit must be conducted by the Purchaser or a third party involved by the Purchaser.

1.7.11. Usability

R-11.1	The user interface must be easy to use and intuitive. The terms used in the system should be clear and accessible to the end users.
R-11.2	The system must ensure smooth and convenient navigation between different modules, with transitions from one module to another requiring no more than 3 actions.
R-11.3	The deployment/update process of the system must be straightforward for the end users.
R-11.4	The system must include an efficient search mechanism, allowing users to perform searches and apply filters based on individual data elements or combinations of them.
R-11.5	When designing the system interface, it must be coordinated with the Armenian Information Systems Agency.

1.7.12. Report Generation

R-12.1	The system must have a report generation tool.
---------------	--

R-12.2	The system should provide access to all collected data for the report generation system, allowing for the creation of reports in any combination.
R-12.3	Reports should be capable of being generated in DOC/X, PDF, and XLS/X formats. Reports must be able to be generated in DOC/X, PDF, and XLS/X formats.

1.7.13. Language Selection

R-13.1	The system interfaces should be available in three languages: Armenian, English, and Russian, with the capability to add additional languages in the future as needed.
---------------	--

1.7.14. Management of Identified Shortfalls

R-14.1	<p>The software and services provided by the Supplier must be free of design, software, or other defects that could result in improper functioning of the system and/or its components, failure to meet specified requirements, or disruptions in performance, reliability, scalability, and productivity.</p> <p>In the event a defect is identified, the Purchaser must notify the Supplier through the designated system mentioned in Requirement 8 by submitting an electronic ticket with a detailed description of the defect, supported by all available evidence. The Supplier must review the issue within a maximum of 2 working days and respond via the ticketing system with a justified proposal for resolving the defect, including a reasonable timeframe for its resolution. The proposed timeframe should not exceed 5 calendar days, and in the case of a valid justification accepted by the Client, the period may extend to no more than 20 calendar days.</p> <p>If the Supplier is unable to meet the initial deadline, they must submit a request for an extension, along with a justification, at least 3 working days before the original deadline. The total duration of the initial period and the requested extension must not exceed 30 calendar days. Failure to resolve the issue within 5 or 30 calendar days, respectively, will be considered a non-performance of the task.</p>
---------------	--

R-14.2	<ul style="list-style-type: none"> - If during the warranty period, any defect related to the design, programming, or services provided by the Supplier is identified, the Supplier must consult with the Purchaser and resolve the issue at their own expense. - In the event of Blocker or Critical errors discovered during actual operation, the Supplier must begin remediation efforts immediately upon notification from the Client, with the resolution taking no longer than 24 hours. If a longer-term solution is required, the Supplier must propose temporary fixes that do not impede the implementation of the permanent solution. 										
R-14.3	<p>The Supplier will not be liable for damages or defects in the following cases:</p> <ul style="list-style-type: none"> - Improper operation or maintenance of the system by the Client, - Natural wear and tear of the infrastructure, - Changes made to the system by the Purchaser or third parties without the Contractor's approval. 										
R-14.4	<p>The results of the system acceptance testing will be classified according to the following principles.</p> <table border="1" data-bbox="386 972 1422 1686"> <tr> <td data-bbox="394 982 630 1066">Blocker</td><td data-bbox="638 982 1414 1066">An error that causes a system failure, making further operation of the system or its core functionalities impossible.</td></tr> <tr> <td data-bbox="394 1077 630 1213">Critical</td><td data-bbox="638 1077 1414 1213">An error that leads to functional logic issues in the system, presents a security risk, causes server failures, and similar problems.</td></tr> <tr> <td data-bbox="394 1224 630 1360">Major</td><td data-bbox="638 1224 1414 1360">While the majority of the system’s functional logic does not work correctly, this defect is not critical, and it is possible to continue working with the system under testing.</td></tr> <tr> <td data-bbox="394 1371 630 1507">Minor</td><td data-bbox="638 1371 1414 1507">A non-disruptive error that does not affect the functional logic of the tested section, but presents an obvious, visible issue in the user interface.</td></tr> <tr> <td data-bbox="394 1518 630 1686">Trivial</td><td data-bbox="638 1518 1414 1686">An issue that does not impact functional logic, is difficult to reproduce, and is mostly not visible in the user interface. This also includes issues related to third-party libraries or services that have no effect on the overall system quality.</td></tr> </table>	Blocker	An error that causes a system failure, making further operation of the system or its core functionalities impossible.	Critical	An error that leads to functional logic issues in the system, presents a security risk, causes server failures, and similar problems.	Major	While the majority of the system’s functional logic does not work correctly, this defect is not critical, and it is possible to continue working with the system under testing.	Minor	A non-disruptive error that does not affect the functional logic of the tested section, but presents an obvious, visible issue in the user interface.	Trivial	An issue that does not impact functional logic, is difficult to reproduce, and is mostly not visible in the user interface. This also includes issues related to third-party libraries or services that have no effect on the overall system quality.
Blocker	An error that causes a system failure, making further operation of the system or its core functionalities impossible.										
Critical	An error that leads to functional logic issues in the system, presents a security risk, causes server failures, and similar problems.										
Major	While the majority of the system’s functional logic does not work correctly, this defect is not critical, and it is possible to continue working with the system under testing.										
Minor	A non-disruptive error that does not affect the functional logic of the tested section, but presents an obvious, visible issue in the user interface.										
Trivial	An issue that does not impact functional logic, is difficult to reproduce, and is mostly not visible in the user interface. This also includes issues related to third-party libraries or services that have no effect on the overall system quality.										
R-14.5	<p>The system will not be accepted by the Purchaser based on the results of testing in the following cases:</p> <ul style="list-style-type: none"> - Presence of any Blocking (Blocker) error, - Presence of any Critical error, 										

	<ul style="list-style-type: none"> - Presence of 2 or more Major errors, or 1 Major error combined with 4 or more Minor errors, or 1 Major error combined with 7 or more Trivial errors, - Presence of 5 or more Minor errors, or 4 Minor errors combined with 5 or more Trivial errors, - Presence of 10 or more Trivial errors, - Presence of any error in another system or in a different functionality or feature of the same system as a result of an update in the production environment.
--	---

1.7.15. Warranty, Maintenance and Technical Support

R-15.1	<p>The Supplier must provide a 54 weeks warranty service for the installed and accepted software. The 54 weeks warranty period begins from the moment the operational acceptance act for the system is signed by the Client. During the warranty period, all ongoing defects must be resolved at the Contractor's expense and handled by the Contractor.</p> <p>The service hours for system maintenance are from 9:00 AM to 6:00 PM, Monday to Saturday, excluding holidays. If necessary, to ensure uninterrupted operation of the system, the Supplier will also provide extended maintenance, upon receiving notification from the Client.</p>
R-15.2	<p>The Supplier is required to perform the following maintenance tasks:</p> <ul style="list-style-type: none"> - Corrective maintenance: Fixing certain errors, malfunctions, or improving the system's operation as issues are identified during system use. - Adaptive maintenance: If necessary, installing the system in a new environment (e.g., different hardware, operating system, data center, cloud, etc.). - Perfective maintenance: Implementing new functional requirements or making changes that may arise due to changes in legislation or requirements for more efficient system use. Perfective maintenance is limited to changes covering up to 10% of the original system scope or requiring no more than 10% of the development hours initially used in the project. If changes exceed this threshold, they will be subject to separate negotiation and contracting. - Preventive maintenance: Making functional and non-functional changes to help avoid foreseeable future issues. For example, if a certain number of simultaneous transactions were initially expected but later an increase is

	anticipated, the system should be updated in advance (in this case, non-functional changes to improve performance) to prevent future breakdowns.
R-15.3	<p>The software maintenance must include at least the following:</p> <ul style="list-style-type: none"> - Implementing minor changes necessary to ensure uninterrupted system operation (minor software changes related to legislative updates, as well as addressing specific issues related to PS functionalities), - Server maintenance, - Updating and configuring system changes, - Providing specialized teams with consultations and technical support for any issues related to the software, - Providing advice on ensuring the integrity and security of information contained on servers, - Database (DB) configuration and maintenance, - Performing software updates for the DB, - Maintaining the software responsible for DB archiving and providing advice on organizing the archiving process, - Providing consultation for resolving DB-related issues and intervening if necessary to fix such issues, - Offering advice on DB optimization issues, - Providing consultation on ensuring the security of servers and network connections, as well as preventing unauthorized access to user computers, virus threats, installation of unauthorized software, and other unauthorized activities, - Providing consultation on configuring and maintaining the network for data exchange between the system and its users, - Offering advice on configuring and maintaining equipment ensuring the uninterrupted operation of the system, - Investigating system errors/defects and fixing them, including providing temporary solutions and workarounds until system updates are completed, - Developing, testing, and deploying updates, - Providing and installing new versions of the software, along with updating relevant documents and materials, - Configuring the system when its inoperability is attributed to software defects or errors,

	<ul style="list-style-type: none"> - Assisting in recovering and correcting lost or damaged data, and rectifying erroneous data, - Providing other necessary consultations, - Creating and integrating new modules as needed.
--	--

1.7.16. Control

R-16.1	<p>The Supplier must closely collaborate with the Client, ensuring that work meetings, calls, video calls, correspondence, etc., are conducted according to the Client's requirements.</p> <p>The reports must be provided in both paper and electronic formats, on an interim (monthly) and final basis. The Purchaser is required to accept or reject the reports within 15 calendar days of receipt. If no written response regarding the report is provided by the end of the deadline, it will be considered accepted.</p>
R-16.2	The Supplier must assist the Purchaser and Beneficiaries in verifying the progress and quality of the provided service.
R-16.3	The Supplier must present periodic and final reports to the Client.
R-16.4	The reports must be provided in both paper and electronic formats, on an interim (monthly) and final basis. The Purchaser is required to accept or reject the reports within 15 calendar days of receipt. If no written response regarding the report is provided by the end of the deadline, it will be considered accepted.

1.7.17. Legal Terms

R-17.1	<p>Within the scope of the project (during the provision of services), any material (document, software code, software package, or other) created and delivered by the Supplier according to the requirements will be considered "Works Made for Hire" and all exclusive economic rights to the Intellectual Property created shall be vested (transferred) to the Purchaser, irrespective of whether the final product comprises pre-existing software developed by the Supplier. The term “all exclusive economic rights of Intellectual Property” shall have the meaning attributed to it under Armenian legislation. All rights, titles, and interests in such materials, except for those that may not be transferred according to the applicable law will be reserved for the Purchaser, as the sole and exclusive owner thereof.</p>
---------------	---

	<p>Third party software licenses that are necessary to be used for the final product to operate should be granted as a license that corresponds to point 2.7.3.6.</p> <p>All results of the project are the property of the Purchaser.</p>
R-17.2	<p>The Purchaser has the right to use, publish, transfer, relocate, and modify the materials specified in Requirement R-17.1 at its discretion and without any limitations. All originals of the project results should be transferred to the Purchaser and placed in its server infrastructure.</p>
R-17.3	<p>The Purchaser may modify, expand, transfer, copy, and develop derivative software, as well as configure individual workstations for using the system without any limitations.</p>
R-17.4	<p>For the acceptance of the system, the Supplier must provide the Purchaser with all materials and documents related to the software.</p> <p>The Supplier guarantees and certifies to the Purchaser that:</p> <ul style="list-style-type: none"> - The software code and documentation provided to the Purchaser are complete, properly prepared, and accurate copies of the version of the software in use at the time of final acceptance. - After any update, the Supplier will provide the modified software code and corresponding documentation to the Purchaser within 15 days. These materials must also be complete, properly prepared, and correspond to the current version of the updated software. - Any software update must be implemented through automated deployment tools, eliminating the Contractor's access to the production environment and databases.
R-17.5	<ul style="list-style-type: none"> - The software code must contain all necessary information in a readable format, without being encrypted, obfuscated, or hidden in any way, and must be provided to the Purchaser in a manner that allows another programmer or analyst to maintain, update, and improve the software. - The software code and corresponding documentation must include all developer comments, information and process models, logic manuals, as well as process flow diagrams. - The source code of any software packages (plugins) used in the system must be provided to the Purchaser via a GIT system, and the build of the software packages must be conducted in the Purchaser’s appropriate environment. - The Supplier must provide a detailed guide describing the process of building software packages from the source code. - The Supplier must provide the following:

	<ul style="list-style-type: none"> - The libraries used (open), - Application servers, - Scripts, - Other files, packages, and software necessary for the system's proper functioning, as well as for deployment, configuration, and operation on new hardware, - A deployment document that details the required software, application servers, and the step-by-step deployment process for the system, written in a way that can be easily understood by the relevant specialists, - Technical documentation describing the systems.
R-17.6	<p>Third-party software licenses that are necessary for the final product to operate must meet the following conditions:</p> <ul style="list-style-type: none"> - Non-exclusive - Fully paid and irrevocable - For additional off-the-shelf software solutions used within the system, the Purchaser must be granted time-unlimited licenses without additional costs or future payments. - The applied solutions must allow the software to be: <ul style="list-style-type: none"> - Used and copied, including on backup/server computers of similar or equivalent capacity - Used, copied, and transferred to replacement computers, or used on both primary and replacement computers simultaneously - Accessed from other computers to use or copy the software on primary or replacement computers as needed to ensure the required access - Reproduced for secure storage and replacement purposes - Adapted, customized, and integrated with other software by the Purchaser to the extent that derivative software includes any significant portion of the provided software - In the event the primary computers are decommissioned, the software must be transferable from the primary computer to a backup computer within a reasonable transition period.

1.7.18. Additional terms

R-18.1	<p>During the implementation of the main conditions defined from R-1.1 to R-18.2 requirements, these must be aligned with the additional general requirements presented in “1.3. Designing the services of the Republic of Armenia and applying the principles of digital architecture”. Where the application of the latter is impossible or incompatible with the main requirements, the Supplier must</p>
---------------	---

	inform the Purchaser and organize a discussion to decide between the two solutions.
R-18.2	The system must carry out data exchange through the Interoperability Platform of the Government of the Republic of Armenia (GIP).

1.7.19. Minimum Viable Product (MVP)

R-19.1	The Supplier must develop and submit a complete Minimum Viable Product to the Purchaser for validation no later than the date specified in the Implementation Schedule Table (Item No. 9).
R-19.2	The MVP must include the essential features necessary to support the business processes of Visitations/Meetings (Ref. 1.2.1.1.6 and 1.2.2.1.6), which involve public users, PS/PI users, and inmates. These features must be fully functional and demonstrate their ability to meet the needs of all user types. Any significant issues affecting usability, performance, or security should be resolved during the validation phase. The MVP should integrate effectively with other systems or services as necessary for the chosen business process (e.g., GIP, external APIs, etc.).

C. SERVICE SPECIFICATIONS – SUPPLY & INSTALL ITEMS

2.1 System Analysis, Design and Development

2.1.1 The Supplier MUST perform the following Analysis and Design activities using a formal system analysis/development methodology with the following key activities and design deliverables.

2.1.1.1 Detailed Analysis: Supplier MUST study and prepare a document by proposing the flow of processes and data in a way that minimizes the need for paper-based procedures.

The structure of the document should include the following sections (minor, non-essential modifications to the structure may be made after agreement with the Purchaser).

1. Introduction
 - 1.1. Participants
 - 1.2. References
 - 1.2.1. Main documents
 - 1.2.2. Related documents
 - 1.2.3. Terms

1.2.4. Abbreviations

2. Brief Description of the Information System

2.1. Subsystems

3. Functional Design

3.1. General functional description

3.2. Detailed functional description

3.3. Detailed interface description

4. Technical Design

4.1. Structural description of information flows

4.2. Description of information

4.2.1. Description of input information

4.2.2. Description of output information

4.2.3. Full description of the information databases

4.3. Definition of the methodology for implementation, programming languages, information databases, and the choice of operating system

4.4. Diagram/schematic of the system's workflow and technical architecture, including integration schemes

4.5. System security rules

4.6. Structural description of the technical means

4.7. Description of minimum technical requirements

4.8. Description of the API ensuring interoperability with each party, in accordance with the requirements described in Paragraph 1.2.7 “*Interoperability Platform*”.

2.1.1.2 Document developed within this assignment **MUST** be continuously updated if any changes are made to the system during the warranty period.

2.1.1.3 Supplier **MUST** submit to the Purchaser the requirements and specifications for the technical infrastructure and equipment necessary for the efficient operation of the system.

2.1.2 Usability

The user interface must be easy to use and intuitive. The terms used in the system should be clear and accessible to the end users.

The system must ensure smooth and convenient navigation between different modules, with transitions from one module to another requiring no more than 3 actions.

2.1.2.1 The deployment/update process of the system must be straightforward for the end users.

2.1.2.2 The system must include an efficient search mechanism, allowing users to perform searches and apply filters based on individual data elements or combinations of them.

2.1.2.3 When designing the system interface, it must be coordinated with the Armenian Information Systems Agency.

2.2 Software Development

- 2.2.1 The Supplier must perform Software Development using a formal software development methodology that incorporates key characteristics such as iterative and incremental development, rigorous testing, clear documentation, secure coding practices, and continuous integration. The methodology should be flexible enough to accommodate both Agile and Waterfall approaches, depending on project requirements, and ensure effective collaboration and communication among all involved teams.
- 2.2.2 The Supplier must utilize appropriate, industry-standard technologies and development practices, ensuring that the software is scalable, secure, and maintainable. This includes adopting modern frameworks, programming languages, database solutions, and deployment strategies, as well as utilizing established practices for version control, testing, and project management. The tools and technologies selected should align with the project's specific needs and support efficient development and deployment processes.

2.3 System Integration (to other existing systems)

- 2.3.1 The Supplier MUST perform Integration Services (ensure interoperability) according to the requirements prescribed in Paragraphs 1.2.1.7 and 1.2.2.7 of Section VII.

2.4 Training and Training Materials

- 2.4.1 The Supplier MUST provide the following Training Services.

The Supplier is required to conduct training on the system. The training will be delivered by the project's business analysts, architects, and Team Lead.

Before the system’s implementation, the Supplier must submit a training program. The training program should consist of the following:

1. Training for the staff involved in pilot testing of the system.
2. Training for 100 users, including PS, PI personnel, and other state bodies that are stakeholders of the system.
3. Training for 8 trainers under the "train-the-trainer" approach.
4. Training for 4 administrators responsible for the system’s maintenance.

The Supplier must also present a scenario for introducing the system to inmates, providing assistance with its implementation if necessary.

The course description must include, but is not limited to, the following:

- Course title
- Course objective
- Course duration and the number of participants per session

- Description of course content and plan
- Qualifications and experience of the instructor.

During the training, user and administrator manuals for the system must be provided, which should at least include the following:

- Description of the system/subsystem (module)
- Description of functionalities
- Practical examples/screenshots, video tutorials
- Procedures for system installation, deployment, recovery, backup, and restore, along with corresponding commands (for IT personnel).

The training will be conducted either at a location provided by the Supplier or, if requested by the Purchaser, at an alternative location provided by the Purchaser, such as the trainees' workplaces. The training language must be Armenian. If the Supplier involves foreign experts for conducting the training, translation services will be paid for by the Supplier.

All types of information and knowledge provided must be documented, and the Supplier must deliver all documents to the Purchaser in both printed and electronic formats.

2.5 Management of Identified Shortfalls

2.5.1 The software and services provided by the Supplier must be free of design, software, or other defects that could result in improper functioning of the system and/or its components, failure to meet specified requirements, or disruptions in performance, reliability, scalability, and productivity.

In the event a defect is identified, the Purchaser must notify the Supplier through the designated system mentioned in this TR by submitting an electronic ticket with a detailed description of the defect, supported by all available evidence. The Supplier must review the issue within a maximum of 2 working days and respond via the ticketing system with a justified proposal for resolving the defect, including a reasonable timeframe for its resolution. The proposed timeframe should not exceed 5 calendar days, and in the case of a valid justification accepted by the Purchaser, the period may extend to no more than 20 calendar days.

If the Supplier is unable to meet the initial deadline, they must submit a request for an extension, along with a justification, at least 3 working days before the original deadline. The total duration of the initial period and the requested extension must not exceed 30 calendar days. Failure to resolve the issue within 5 or 30 calendar days, respectively, will be considered a non-performance of the task.

2.5.2 If during the warranty period, any defect related to the design, programming, or services provided by the Supplier is identified, the Supplier must consult with the Purchaser and resolve the issue at their own expense.

- In the event of Blocker or Critical errors discovered during actual operation, the Supplier must begin remediation efforts immediately upon notification from the Purchaser, with the resolution taking no longer than 24 hours. If a longer-term solution is required, the Supplier must propose temporary fixes that do not impede the implementation of the permanent solution.

2.5.3 The Supplier will not be liable for damages or defects in the following cases:

- Improper operation or maintenance of the system by the Purchaser,
- Natural wear and tear of the infrastructure,
- Changes made to the system by the Purchaser or third parties without the Supplier's approval.

2.5.4 The results of the system acceptance testing will be classified according to the following principles.

Blocker: An error that causes a system failure, making further operation of the system or its core functionalities impossible.

Critical: An error that leads to functional logic issues in the system, presents a security risk, causes server failures, and similar problems.

Major: While the majority of the system’s functional logic does not work correctly, this defect is not critical, and it is possible to continue working with the system under testing.

Minor: A non-disruptive error that does not affect the functional logic of the tested section, but presents an obvious, visible issue in the user interface.

Trivial: An issue that does not impact functional logic, is difficult to reproduce, and is mostly not visible in the user interface. This also includes issues related to third-party libraries or services that have no effect on the overall system quality.

2.5.5 The system will not be accepted by the Purchaser based on the results of testing in the following cases:

- Presence of any Blocking (Blocker) error,
- Presence of any Critical error,
- Presence of 2 or more Major errors, or 1 Major error combined with 4 or more Minor errors, or 1 Major error combined with 7 or more Trivial errors,
- Presence of 5 or more Minor errors, or 4 Minor errors combined with 5 or more Trivial errors,
- Presence of 10 or more Trivial errors,
- Presence of any error in another system or in a different functionality or feature of the same system as a result of an update in the production environment.

2.6 Data Conversion and Migration

- 2.6.1 The Supplier MUST provide services and tools to perform the following Data Conversion and Migration Services according to Requirement R-9.4 of Paragraph 1.7.9 of Section VII.

2.7 Documentation Requirements

2.7.1 The Supplier MUST prepare and provide the following Documentation.

- Project Plan, including the Project Management Plan, Communication Plan, Quality Management Plan, and Change Management Plan
- Needs Analysis, Requirements Assessment and Business Process Analysis, including a detailed evaluation of business needs, workflows, and system requirements
- Software Requirements Specification
- Requirements Traceability Matrix
- System Architecture and Data Interface Specification
- Technical Requirements Document for Hardware, Equipment, and Network Infrastructure for Penitentiary Service and Penitentiary Institutions
- Test Plan, including Test Cases
- Test Results Reports
- Training Plan, including Training Materials
- Administrators and Users Manuals
- Deployment and Disaster Recovery Guide
- Data Migration Plan
- Project and Product review, meeting minutes and interim reports
- Completion Reports

2.7.2 COLLABORATION, REPORTING, AND ACCEPTANCE PROCEDURES

- The Supplier must closely collaborate with the Purchaser, ensuring that work meetings, calls, video calls, correspondence, etc., are conducted according to the Purchaser's requirements.
- The reports must be provided in both paper and electronic formats, on an interim and final basis according to the Implementation Schedule in Section VII. If no written response regarding the report is provided by the end of the deadline, it will be considered accepted.
- The Supplier must assist the Purchaser and Beneficiaries in verifying the progress and quality of the provided service.

2.7.3 LEGAL TERMS/PROPERTY RIGHTS

- 2.7.3.1 Within the scope of the project (during the provision of services), any material (document, software code, software package, or other) created and delivered by the Supplier according to the requirements will be considered "Works Made for Hire" and

all exclusive economic rights to the Intellectual Property created shall be vested (transferred) to the Client, irrespective of whether the final product comprises pre-existing software developed by the Supplier. The term “all exclusive economic rights of Intellectual Property” shall have the meaning attributed to it under Armenian legislation. All rights, titles, and interests in such materials, except for those that may not be transferred according to the applicable law will be reserved for the Purchaser, as the sole and exclusive owner thereof. Third party software licenses that are necessary to be used for the final product to operate should be granted as a license that corresponds to point 2.7.3.6.

All results of the project are the property of the Purchaser.

2.7.3.2 The Purchaser has the right to use, publish, transfer, relocate, and modify the materials specified in this TR at its discretion and without any limitations. All originals of the project results should be transferred to the Purchaser and placed in its server infrastructure.

2.7.3.3 The Purchaser may modify, expand, transfer, copy, and develop derivative software, as well as configure individual workstations for using the system without any limitations.

2.7.3.4 For the acceptance of the system, the Supplier must provide the Purchaser with all materials and documents related to the software.

The Supplier guarantees and certifies to the Purchaser that:

- The software code and documentation provided to the Purchaser are complete, properly prepared, and accurate copies of the version of the software in use at the time of final acceptance.
- After any update, the Supplier will provide the modified software code and corresponding documentation to the Purchaser within 15 days. These materials must also be complete, properly prepared, and correspond to the current version of the updated software.
- Any software update must be implemented through automated deployment tools, eliminating the Supplier's access to the production environment and databases.

2.7.3.5 **The software code** must contain all necessary information in a readable format, without being encrypted, obfuscated, or hidden in any way, and must be provided to the Purchaser in a manner that allows another programmer or analyst to maintain, update, and improve the software.

- The software code and corresponding documentation must include all developer comments, information and process models, logic manuals, as well as process flow diagrams.
- The source code of any software packages (plugins) used in the system must be provided to the Purchaser via a GIT system, and the build of the software packages must be conducted in the Purchaser’s appropriate environment.
- The Supplier must provide a detailed guide describing the process of building software packages from the source code.
- The software source code must be open, meaning the source code must be accessible for review and modification.
- The Supplier must provide the following:

- The libraries used (open),
- Application servers,
- Scripts,
- Other files, packages, and software necessary for the system's proper functioning, as well as for deployment, configuration, and operation on new hardware,
- A deployment document that details the required software, application servers, and the step-by-step deployment process for the system, written in a way that can be easily understood by the relevant specialists,
- Technical documentation describing the systems.

2.7.3.6 Third-party software licenses that are necessary for the final product to operate must meet the following conditions:

- Non-exclusive
- Fully paid and irrevocable
- For additional off-the-shelf software solutions used within the system, the Purchaser must be granted time-unlimited licenses without additional costs or future payments.
- The applied solutions must allow the software to be:
- Used and copied, including on backup/server computers of similar or equivalent capacity
- Used, copied, and transferred to replacement computers, or used on both primary and replacement computers simultaneously
- Accessed from other computers to use or copy the software on primary or replacement computers as needed to ensure the required access
- Reproduced for secure storage and replacement purposes
- Adapted, customized, and integrated with other software by the Purchaser to the extent that derivative software includes any significant portion of the provided software
- In the event the primary computers are decommissioned, the software must be transferable from the primary computer to a backup computer within a reasonable transition period.

2.7.3.7 The results of the services provided under the contract are the property of the Purchaser. The Purchaser has the right to use, publish, transfer, or relocate them at their discretion without any limitations.

The Supplier must provide the Purchaser with all materials related to the software changes of the system, including software codes, database and other application deployment scripts, applications, libraries, files, packages, and any other software required for the system's normal operation, as well as for its deployment, configuration, and operation on new hardware. The Supplier must also provide detailed documentation describing the system deployment, which should include the necessary software, application servers, libraries, their versions, deployment steps, and other relevant details in a manner understandable to the appropriate specialists. Additionally, technical documentation describing the systems and other related documents must be provided.

2.7.3.8 Confidentiality

The Supplier and/or any sub-Contractor providing services on behalf of the Supplier undertake to keep confidential all information that is not publicly available and shall not accept any other assignment that may result in a conflict of interest.

The Supplier and/or any sub-Contractor providing services on behalf of the Supplier commit to not disclosing any information obtained during the execution of the work to any third party (except for individuals specified in the organizational structure of the projects) without the Purchaser’s written consent, regardless of the form of the information (written, verbal, electronic, etc.). This clause remains in effect even after the termination of the contract.

Following the termination of the contract, the Supplier and/or any sub-Contractor providing services on behalf of the Supplier must destroy all information obtained under the contract within 30 days, regardless of its form or content, unless the preservation of such information is required by RA legislation.

An SLA (Service Level Agreement) regarding the maintenance process will be signed between the Supplier and the MOJ according to the standards or recommendations set by the Ministry of High-Tech Industry and the Information Systems Agency of Armenia.

An NDA (Non-disclosure Agreement) will be signed between the Supplier and the MOJ.

2.8 ADDITIONAL TERMS

2.8.1 During the implementation of the Project, if the application of certain requirements is impossible or incompatible with other requirements, the Supplier must inform the Purchaser and organize a discussion to decide between the two solutions.

D. TECHNOLOGY SPECIFICATIONS – SUPPLY & INSTALL ITEMS

2.9 General Technical Requirements

2.9.1 APPLIED TECHNOLOGIES: The technologies proposed by the supplier must align with industry standards and best practices, provide strong vendor support and community adoption, ensure scalability and performance, maintain high security and stability, and facilitate efficient and straightforward development and maintenance. During the project implementation, the latest stable versions of the proposed technologies, database management system (DBMS), and other related libraries and modules, as published on their official websites, must be used.

During the design, development, modification, and enhancement of the system, the Supplier must take into account the data structure of the existing system and the potential for migration. Additionally, the transition from the existing website to the Public Domain Module must be ensured.

The system must be deployed in three separate environments: production, testing, and backup.

The Supplier must work with the code using a local repository (code storage), on a separate development server that will also be accessible to the Purchaser. Upon completion of tasks, the Supplier must upload the finished work to the development server. After testing and agreeing with the Purchaser, the software code must be localized in the Purchaser’s testing environment (pre-production server) for final testing, after which it will be transferred to the production server. Final testing should be conducted with the participation of both parties.

A unified user management system must be applied.

The classifiers used must be unified across the modules operating within the "E-penitentiary 2.0" system framework.

The operating system should be an enterprise version from the Linux family, with the latest updates as published on its official website.

The database must be proposed based on a DBMS whose official website provides performance metrics that meet the expected workload and ensure efficient storage and processing of the data to be maintained.

2.9.2 Productivity

2.9.2.1 The system must be capable of operating 24/7. The system's uptime must exceed 99.3%, meaning that the downtime for the system annually should be less than 2 days. Downtime for maintenance and updates must be planned and coordinated with the relevant MOJ staff. Emergency outages should not exceed 4 consecutive hours, unless the reason is the absence of replacement hardware for malfunctioning equipment. Upon the Purchaser's request, the Supplier must sign a Service Level Agreement (SLA) regarding the maintenance process.

2.9.2.2 The system must be able to efficiently support at least 20,000 active users.

The minimum threshold for concurrent active users is set at 5,000 users.

The system should be capable of processing 1,000 simultaneous queries per second through web services designed within the system, without affecting its operability.

2.9.2.3 The response time for 95% of the system's functionalities under maximum load conditions should not exceed 1 second.

The system must be developed following the principle of single data entry (each subsystem should obtain the necessary data for its operation without requiring duplicate data entry). There must be a direct connection between the two modules of the "E-penitentiary 2.0" system to ensure the continuity and sequence of processes.

2.9.2.4 System configuration changes and updates must be easily implemented without affecting the system's performance.

2.9.2.5 The Purchaser must have the ability to make configuration changes within the system, with the methods and limits of those changes being agreed upon with the Supplier during the development of the technical specification.

2.9.3 EXPANSION

The system must have the capability for expandable functionality and be equipped with dynamic scalability and load balancing to optimize the Purchaser's use of server resources.

It should be possible to expand the initial capabilities by up to 100% through horizontal and/or vertical scaling methods.

2.9.4 INTEROPERABILITY

2.9.4.1 The system should be able to operate with newly designed modules without significant structural changes.

- 2.9.4.2** The system must be designed in such a way that, in addition to data entry through the system interfaces, users can also input data via web services without directly accessing the system. Additionally, users must be able to upload data using properly formatted xlsx or csv files.
- 2.9.4.3** The system must be designed with an architecture that enables it to become a full-fledged component of the unified electronic justice system, ensuring the possibility for further development, full interoperability, and data exchange with its component systems.
- 2.9.4.4** The tasks of migrating data from the currently used systems, making necessary changes and preparations in the current system, as well as ensuring the transition from the existing website to the Public Domain and Reports Modules, must be carried out exclusively by the Supplier and at their own financial expense.

2.9.5 SAFETY

- 2.9.5.1** Measures must be taken to enhance the level of protection against "service denial" attacks (DDoS attacks).
- 2.9.5.2** At the server level, security protocols such as SSL, SSH, IPsec, and TLS should be implemented. Additionally, server layers should be segmented to ensure that data flow between server levels can only occur through authorized secure channels.
- 2.9.5.3** At the application level, several access and authorization measures must be implemented to ensure authenticated access is granted only to designated users. This includes two-factor authentication for access control. Access rights should be role-based, with specific permissions and access levels defined for each role.

The system should allow access for public users and PS/PI users only through the unified platform "Yes em". Authentication methods (e.g., "Yes em", username and password, Face ID, fingerprint, etc.) for inmates should be determined in consultation with the Purchaser during Phase 1 of the project implementation.

- 2.9.5.4** At the data level, measures must be taken to ensure the security of personal data through a secure database structure. Specifically, the security of personal data at the data level must be ensured in accordance with the procedures for the transfer of personal data via an electronic information system, as established by the RA Government's Decision No. 1849-N of 19.12.2019, "On establishing the procedure for the transfer of personal data via the electronic information system and repealing Decision No. 192-N of 16 February 2017 of the Government of the Republic of Armenia," and in compliance with Regulation (EU) 2016/679 (GDPR).
- 2.9.5.5** The system must implement ****activity logging**** and ****error logging**** for both information and actions. The system software must interact with the databases exclusively through an intermediary ****database access proxy server**** to log all processes involving the database.

The logging must include, among other information, the time of the action, the IP address, the identity of the user performing the action, and other relevant details.

- 2.9.5.6** The system should automatically "lock" a user's session after a predetermined period of inactivity, sending a notification to the user about this action.

2.9.5.7 The system should be designed and developed in accordance with the following international standards and/or guidelines:

- ISO 27001
- ISO 27002
- ISO 27037
- ISO 27040
- Regulation (EU) 2016/679 (GDPR)
- OWASP (Open Web Application Security Project) Top Ten

2.9.5.8 A code audit must be conducted by the Supplier or a third party engaged by the Supplier, with provision of full access to the Purchaser.

2.9.6 LANGUAGE SUPPORT

The system interfaces should be available in three languages: Armenian, English, and Russian, with the capability to add additional languages in the future as needed.

2.9.7 REPORT GENERATION

- The system must have a report generation tool.
- The system should provide access to all collected data for the report generation system, allowing for the creation of reports in any combination.
- Reports should be capable of being generated in DOC/X, PDF, and XLS/X formats. Reports must be able to be generated in DOC/X, PDF, and XLS/X formats.

E. TESTING AND QUALITY ASSURANCE REQUIREMENTS

3.0 Quality Assurance

3.0.1 The Supplier must carry out Quality management in accordance with a pre-developed Quality Management Plan; (QMP) and Testing Plan. The QMP is an integral part of the Project Plan. The Testing Plan should include the specifications of test cases and the expected outcomes.

3.0.2 The Supplier must deliver a version of the system that ensures the full functionality of the complete set of requirements.

The software must be tested by the Supplier in their testing environment before installation, after which it will be localized in the Purchaser’s testing environment. Based on the results of the User Acceptance Test (UAT) conducted by the Purchaser or a third party engaged by the Purchaser, if no blocking bugs or issues incompatible with normal operation are found in the software (or part of it) tested by the Supplier, the software can be transferred to the Purchaser’s production server.

3.0.3 For each system function, a corresponding Testing Plan must be developed, which will define the sequence of testing steps and actions based on the system's use cases and scenarios. Updated Testing Plan must be provided to the Purchaser with each version of the system, as well as in the case of subsequent system updates.

3.0.4 If any function in a given environment or module is modified before testing, the corresponding Testing Plan must also be updated for the purpose of retesting. The modified Testing Plan must also be provided to the Purchaser.

3.0.5 Any defects identified during the system’s acceptance, testing, or operation must be logged in a system intended for tracking tasks, bugs, improvements, and their progress (e.g., Jira, RedMine, OpenProject, or similar systems), with access granted to the relevant Purchaser personnel. Each such record will represent an electronic ticket/task that includes a detailed description of the issue/defect, reproduction steps, and other additional information (e.g., proposed solution, reference to documentation).

3.0.6 The tasks presented by the Purchaser to the Supplier must be logged in the Purchaser’s designated system, as specified in Point 3.0.5 above. Within 2 working days of the task being logged by the Purchaser, the Supplier must provide, through the same system, the expected completion date for the task. This response should include information regarding the time and human resources necessary for the task's completion, broken down by relevant actions (e.g., analysis, programming, testing) and specialists (e.g., business analyst, developer, tester).

3.0.7 At least, the following types of functional and non-functional testing should be used for system testing.

Test type	Purpose
Code testing	Performed by software engineers during the implementation of a software unit.
Unit testing	White box tests of individual components such as methods, objects, classes, software functions, and procedure)
Integration testing	Aimed at identifying problems caused by integration with various subsystems and third-party systems.
Regression testing	This process is implemented during the introduction of a new software unit or system functionality to eliminate defects in previous functionalities resulting from new additions.

System testing	An end-to-end test of all software functionalities, business cycle, and business logic:
Performance testing	Reveals system responses to non-standard and unforeseen situations, as well as performance issues arising from interaction with third-party systems.
Load testing	Assesses the system's capabilities under simultaneous work by a large number of users or during high-volume data flow.
Compatibility testing	Evaluates the system’s compatibility with various computing environments, including the operating system, hardware, network bandwidth, databases, etc.
Security testing	Checks the security of the system, ensuring the safety of exchanged and stored data.
User Acceptance Testing (UAT)	<p>Performed by the project’s main Purchaser/stakeholder with the assistance of the Supplier’s business analysts to validate the full functionality of the system. It is typically conducted before the full release of the system or any of its subsystems. The UAT shall be conducted based on the documentation provided in accordance with the requirements of RFP, namely:</p> <ul style="list-style-type: none"> - Test Plan and numbered Test Case Specifications including screenshots and expected results. - Test case groupings including a high priority regression test suite, and full regression suite with expected manual run durations and resource required for running in future. - A full report on the test execution performed as a result of all the above test cases and suite runs, with a list of bugs and discovered and evidence of their fixes. (including all elements of the tests defined in section R3.1 and usability test results detailed in point 1.3.2.3 of the RFP requirements)
Vulnerability testing	It is aimed at identifying and verifying the weak and vulnerable technical points of communication channels and databases linked to the system's normal operation, and it also

	tests the software mechanisms in place.
Data leakage testing	It is aimed at detecting and verifying the risks of illegal transmission or acquisition of data entered or archived in the system.
Penetration testing	Focuses on testing and identifying unauthorized or illegal penetration attempts, by simulating potential attack models on the system.

All the testing, except UAT, is conducted by the Supplier, and the results are presented to the Purchaser.

The Purchaser/beneficiary independently carries out the acceptance testing with the assistance of the Supplier’s business analysts, in order to validate the full functionality and operability of the system.

As part of the UAT validation of the above documentation will be performed by the purchaser who reserves the right to nominate a technical individual (quality assurance engineer) to follow the reproduction steps for a nominated bug, and observe the same results or to carry out quality assurance testing based on the test cases provided.

3.1 Operational Acceptance Tests

- 3.1.1 Pursuant to GCC Clause 27 and related SCC clauses, the Purchaser (with the assistance of the Supplier) or a third party engaged by the Purchaser will perform the UAT (descriptions in paragraph 3.0.7 of Section VII) on the System and its Subsystems following Installation to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance. As part of the UAT validation the Purchaser reserves the right to nominate a technical individual (quality assurance engineer) to follow the reproduction steps for a nominated bug, and observe the same results or to carry out quality assurance testing based on the test cases provided.

F. SERVICE SPECIFICATIONS

4.0 Warranty Defect Repair, Maintenance and Technical Support

- 4.0.1 The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the request for proposals documents).
- 4.0.1.1 The Supplier must provide a 54 weeks warranty service for the installed and accepted software. The 54 weeks warranty period begins from the moment the

operational acceptance act for the system is signed by the Purchaser. During the warranty period, all ongoing defects must be resolved at the Supplier's expense and handled by the Supplier.

The service hours for system maintenance are from 9:00 AM to 6:00 PM, Monday to Saturday, excluding holidays. If necessary, to ensure uninterrupted operation of the system, the Supplier will also provide extended maintenance, upon receiving notification from the Purchaser.

4.0.1.2 The Supplier is required to perform the following maintenance tasks:

- Corrective maintenance: Fixing certain errors, malfunctions, or improving the system's operation as issues are identified during system use.
- Adaptive maintenance: If necessary, installing the system in a new environment (e.g., different hardware, operating system, data center, cloud, etc.).
- Perfective maintenance: Implementing new functional requirements or making changes that may arise due to changes in legislation or requirements for more efficient system use. Perfective maintenance is limited to changes covering up to 10% of the original system scope or requiring no more than 10% of the development hours initially used in the project. If changes exceed this threshold, they will be subject to separate negotiation and contracting.
- Preventive maintenance: Making functional and non-functional changes to help avoid foreseeable future issues. For example, if a certain number of simultaneous transactions were initially expected but later an increase is anticipated, the system should be updated in advance (in this case, non-functional changes to improve performance) to prevent future breakdowns.

4.0.1.3 The software maintenance must include at least the following:

- Implementing minor changes necessary to ensure uninterrupted system operation (minor software changes related to legislative updates, as well as addressing specific issues related to PS functionalities),
- Server maintenance,
- Updating and configuring system changes,
- Providing specialized teams with consultations and technical support for any issues related to the software,
- Providing advice on ensuring the integrity and security of information contained on servers,
- Database (DB) configuration and maintenance,
- Performing software updates for the DB,
- Maintaining the software responsible for DB archiving and providing advice on organizing the archiving process,
- Providing consultation for resolving DB-related issues and intervening if necessary to fix such issues,
- Offering advice on DB optimization issues,
- Providing consultation on ensuring the security of servers and network connections, as well as preventing unauthorized access to user computers, virus threats, installation of unauthorized software, and other unauthorized activities,
- Providing consultation on configuring and maintaining the network for data exchange between the system and its users,

-
- Offering advice on configuring and maintaining equipment ensuring the uninterrupted operation of the system,
 - Investigating system errors/defects and fixing them, including providing temporary solutions and workarounds until system updates are completed,
 - Developing, testing, and deploying updates,
 - Providing and installing new versions of the software, along with updating relevant documents and materials,
 - Configuring the system when its inoperability is attributed to software defects or errors,
 - Assisting in recovering and correcting lost or damaged data, and rectifying erroneous data,
 - Providing other necessary consultations,
 - Creating and integrating new modules as needed.

5. Implementation Schedule

A. IMPLEMENTATION SCHEDULE TABLE

IMPORTANT NOTE TO PROPOSERS: *concept is about workflow delivery end to end, and ability to launch working software as quick as possible. The delivery approach takes this into account.*

Line Item No.	Subsystem / Component / Item	Site / Site Code (based on a site table)	Start/Commencement date (weeks from Effectiveness)	Delivery (Proposer to specify in the Preliminary Project Plan)	Final Delivery/ Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
	PHASE 1: INCEPTION AND PLANNING						
0	Kick-off Meeting (to align on goals, timelines, and scope).	MOJ		<i>[insert quoted Delivery estimation]</i>	W1	W1	no
1	Development of Project Plan, including the Project Management Plan, Communication Plan, Quality Management Plan, and Change Management Plan.	MOJ		<i>[insert quoted Delivery estimation]</i>	W5	W7	no
2	Needs Analysis, Requirements Assessment and Business Process Analysis, including a detailed evaluation of business needs, workflows, and system requirements.	MOJ, PS, PI-1..10		<i>[insert quoted Delivery estimation]</i>	W14	W15	no
3	Development of the Software Requirement Specification.	MOJ		<i>[insert quoted Delivery estimation]</i>	W15	W17	yes
4	Development of the Requirements Traceability Matrix.	MOJ		<i>[insert quoted Delivery estimation]</i>	W15	W17	no

Line Item No.	Subsystem / Component / Item	Site / Site Code (based on a site table)	Start/Commencement date (weeks from Effectiveness)	Delivery (Proposer to specify in the Preliminary Project Plan)	Final Delivery/ Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
5	Development of the System Architecture and Data Interface Specification.	MOJ		<i>[insert quoted Delivery estimation]</i>	W15	W17	yes
6	Completion Report for Phase 1, including all documents developed during this stage.	MOJ		<i>[insert quoted Delivery estimation]</i>	W17	W18	yes
	Acceptance of PHASE 1					W18	
	PHASE 2: DESIGN, DEVELOPMENT AND TESTING OF THE SYSTEM						
	PHASE 2 (A)						
7	Development of Technical Requirements Document for Hardware, Equipment, and Network Infrastructure for Penitentiary Service and Penitentiary Institutions.	PS, PI-1..10		<i>[insert quoted Delivery estimation]</i>	W20	W21	yes
8	UI/UX Design Development and Prototype Delivery.	MOJ		<i>[insert quoted Delivery estimation]</i>	W25	W27	no
9	Minimum Viable Product (MVP) Development.	MOJ		<i>[insert quoted Delivery estimation]</i>	W40	W43	yes
	Acceptance of PHASE 2(A)					W43	no
	PHASE 2(B)						
10	Final System Development and Deployment of the Fully Operational System on Testing Servers.	MOJ, PS		<i>[insert quoted Delivery estimation]</i>	W60	W66	yes

Line Item No.	Subsystem / Component / Item	Site / Site Code (based on a site table)	Start/Commencement date (weeks from Effectiveness)	Delivery (Proposer to specify in the Preliminary Project Plan)	Final Delivery/ Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
11	Development of the Test Plan, including Test Cases, in accordance with the testing types specified in Clause 4.1.3.7 of Section C, “Service Specifications – Supply & Install Items”, of the RFP.	MOJ		<i>[insert quoted Delivery estimation]</i>	W58	W59	no
12	Performing System Testing and Test Results delivery.	MOJ		<i>[insert quoted Delivery estimation]</i>	W64	W65	yes
13	Correction of functional issues and resolution of inconsistencies in the developed Information System to ensure compliance with documented functional, performance, security, and usability requirements, based on findings from the Purchaser, its designated third party, or the Supplier during acceptance testing.	MOJ		<i>[insert quoted Delivery estimation]</i>	W68	W70	yes
14	Handover System Source Codes to Purchaser's Git Repository.	MOJ		<i>[insert quoted Delivery estimation]</i>	W69	W69	no
15	Completion Report for Phase 2, including all project documents developed or updated during Phases 1 and 2.	MOJ		<i>[insert quoted Delivery estimation]</i>	W69	W70	yes
	Acceptance of PHASE 2 (B)					W71	
	PHASE 3: TRAINING AND PILOT TESTING						
16	Delivery of Training Plan, including Training Materials	MOJ		<i>[insert quoted Delivery estimation]</i>	W72	W74	no

Line Item No.	Subsystem / Component / Item	Site / Site Code (based on a site table)	Start/Commencement date (weeks from Effectiveness)	Delivery (Proposer to specify in the Preliminary Project Plan)	Final Delivery/ Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
17	Development of the Administrators and Users Manuals	MOJ		<i>[insert quoted Delivery estimation]</i>	W72	W74	no
18	Conducting Training for the Staff Involved in Pilot Testing.	PS, PI		<i>[insert quoted Delivery estimation]</i>	W75	W75	yes
19	Pilot Testing of the Information System in the Penitentiary Service and in at least one Penitentiary Institution.	PS, PI		<i>[insert quoted Delivery estimation]</i>	W81	W81	yes
20	Correction of functional issues and resolution of inconsistencies in the developed Information System, as identified during pilot testing.	MOJ		<i>[insert quoted Delivery estimation]</i>	W85	W87	no
21	Handover of the Updated System Source Codes to Purchaser's Git Repository.	MOJ		<i>[insert quoted Delivery estimation]</i>	W87	W87	no
22	Conducting Training of End-Users, Trainers and Administrators.	MOJ		<i>[insert quoted Delivery estimation]</i>	W92	W92	no
23	Completion Report for Phase 3, including all project documents developed or updated during Phases 1-3.	MOJ		<i>[insert quoted Delivery estimation]</i>	W93	W95	yes
	Acceptance of PHASE 3					W96	
	PHASE 4: MIGRATION AND SYSTEM ROLLOUT (GO-LIVE)						
24	Development of the Data Migration Plan.	MOJ, PS		<i>[insert quoted Delivery estimation]</i>	W97	W98	no

Line Item No.	Subsystem / Component / Item	Site / Site Code (based on a site table)	Start/Commencement date (weeks from Effectiveness)	Delivery (Proposer to specify in the Preliminary Project Plan)	Final Delivery/ Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
25	Development of the Deployment and Disaster Recovery Guide	MOJ, PS		<i>[insert quoted Delivery estimation]</i>	W97	W98	no
26	Final deployment of the Information System to the production environment, including interoperability integrations and hardware compatibility testing.	PS		<i>[insert quoted Delivery estimation]</i>	W98	W99	no
27	Performing Data Conversion and Migration	PS		<i>[insert quoted Delivery estimation]</i>	W99	W99	no
28	Handover Updated System Source Codes to Purchaser's Git Repository	MOJ		<i>[insert quoted Delivery estimation]</i>	W99	W99	no
29	Completion Report for Phase 4, including all project documents developed or updated, as well as documents listed in the Paragraph 2.7.1 of Section VII.	MOJ		<i>[insert quoted Delivery estimation]</i>	W100	W102	yes
	Acceptance of Phase 4					W103	
30	Operational Acceptance of the System as an integrated whole (Deliverables: Project Completion Report)	MOJ	W103			W104	yes
31	Warranty, Maintenance & Technical support of the System (Deliverables: Bi-weekly maintenance report, completion report)	MOJ, PS, PI-1..10	W104			W158	no

Note: Refer to the System Inventory Table(s) for the specific items and components that constitute the Subsystems or item. Refer to the Site Table(s) below for details regarding the site and the site code.

- - indicates not applicable. “Indicates repetition of table entry above.

B. SITE TABLE(S)

Site Code	Site	City / Town / Region	Primary Street Address
MOJ	Ministry of Justice of the Republic of Armenia	Yerevan	3/8 Vazgen Sargsyan Street
PS	Penitentiary Service of the Ministry of Justice of the Republic of Armenia	Yerevan	63 Arshakunyats avenue
PI-1	"Abovyan" Penitentiary Institution	Abovyan / Kotayk	-
PI-2	"Artik" Penitentiary Institution	Harich / Shirak	-
PI-3	"Armavir" Penitentiary Institution	Ejmiatsin / Armavir	Chobankara
PI-4	"Goris" Penitentiary Institution	Goris / Syunik	5 Narekatsu str.
PI-5	"Hospital of Convicts" Penitentiary Institution	Yerevan	2 Arshakunyats ave.
PI-6	"Yerevan-Kentron" Penitentiary Institution	Yerevan	104 Nalbandyan str.
PI-7	"Nubarashen" Penitentiary Institution	Yerevan	2 Nubarashen str.
PI-8	"Sevan" Penitentiary Institution	Hrazdan / Kotayk	-
PI-9	"Vanadzor" Penitentiary Institution	Vanadzor / Lori	20 Tavros str.
PI-10	"Vardashen" Penitentiary Institution	Yerevan	7 Nubarashen str.

C. TABLE OF HOLIDAYS AND OTHER NON-WORKING DAYS

Month	2025-2027
1	1-3, 28 Jan
2	- -
3	8 Mar
4	24 Apr
5	1,9,28 May
6	- -
7	5 Jul
8	- -
9	21 Sep
10	- -
11	- -
12	31 Dec

D. System Inventory Tables

SYSTEM INVENTORY TABLE (SUPPLY AND INSTALLATION COST ITEMS)

Line Item/Component No.	Subsystem / Component / Item	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
	PHASE 1: INCEPTION AND PLANNING		
0	Kick-off Meeting (to align on goals, timelines, and scope).	MOJ	--
1	Development of Project Plan, including the Project Management Plan, Communication Plan, Quality Management Plan, and Change Management Plan.	MOJ	--
2	Needs Analysis, Requirements Assessment and Business Process Analysis, including a detailed evaluation of business needs, workflows, and system requirements.	MOJ, PS, PI-1..10	--
3	Development of the Software Requirement Specification.	MOJ	--
4	Development of the Requirements Traceability Matrix.	MOJ	--
5	Development of the System Architecture and Data Interface Specification.	MOJ	--
6	Completion Report for Phase 1, including all documents developed during this stage.	MOJ	--
	Acceptance of PHASE 1		
	PHASE 2: DESIGN, DEVELOPMENT AND TESTING		
	PHASE 2 (A)		
7	Development of Technical Requirements Document for Hardware, Equipment, and Network Infrastructure for Penitentiary Service and Penitentiary Institutions.	PS, PI-1..10	--
8	UI/UX Design Development and Prototype Delivery.	MOJ	--
9	Minimum Viable Product (MVP) Development.	MOJ	--
	Acceptance of PHASE2(A)		
	PHASE2(B)		
10	Final System Development and Deployment of the Fully Operational System on Testing Servers.	MOJ, PS	--

Line Item/Component No.	Subsystem / Component / Item	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
11	Development of the Test Plan, including Test Cases, in accordance with the testing types specified in Clause 4.1.3.7 of Section C, “Service Specifications – Supply & Install Items”, of the RFP.	MOJ	--
12	Performing System Testing and Test Results delivery.	MOJ	--
13	Correction of functional issues and resolution of inconsistencies in the developed Information System to ensure compliance with documented functional, performance, security, and usability requirements, based on findings from the Purchaser, its designated third party, or the Supplier during acceptance testing.	MOJ	--
14	Handover System Source Codes to Purchaser's Git Repository.	MOJ	--
15	Completion Report for Phase 2, including all project documents developed or updated during Phases 1 and 2.	MOJ	--
	Acceptance of PHASE2(B)		
	PHASE 3: TRAINING AND PILOT TESTING OF THE SYSTEM		
16	Delivery of Training Plan, including Training Materials	MOJ	--
17	Development of the Administrators and Users Manuals	MOJ	--
18	Conducting Training for the Staff Involved in Pilot Testing.	PS, PI	--
19	Pilot Testing of the Information System in the Penitentiary Service and in at least one Penitentiary Institution.	PS, PI	--
20	Correction of functional issues and resolution of inconsistencies in the developed Information System, as identified during pilot testing.	MOJ	--
21	Handover of the Updated System Source Codes to Purchaser's Git Repository.	MOJ	--
22	Conducting Training of End-Users, Trainers and Administrators.	MOJ	--
23	Completion Report for Phase 3, including all project documents developed or updated during Phases 1-3.	MOJ	--
	Acceptance of PHASE 3		
	PHASE 4: MIGRATION AND SYSTEM ROLLOUT (GO-LIVE)		
24	Development of the Data Migration Plan.	MOJ, PS	--
25	Development of the Deployment and Disaster Recovery Guide	MOJ, PS	--

Line Item/Component No.	Subsystem / Component / Item	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
26	Final deployment of the Information System to the production environment, including interoperability integrations and hardware compatibility testing.	PS	--
27	Performing Data Conversion and Migration	PS	--
28	Handover Updated System Source Codes to Purchaser's Git Repository	MOJ	--
29	Completion Report for Phase 4, including all project documents developed or updated, as well as documents listed in the Paragraph 2.7.1 of Section VII.	MOJ	--
Acceptance of PHASE 4			
30	Operational Acceptance of the System as an integrated whole (Deliverables: Project Completion Report)	MOJ	--
31	Warranty, Maintenance & Technical support of the System (Deliverables: Bi-weekly maintenance report, completion report)	MOJ, PS, PI-1..10	--

Note: -- indicates not applicable. “ indicates repetition of table entry above.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

Table of Contents

A. Contract and Interpretation	370
1..... Definitions.....	370
2..... Contract Documents.....	378
3..... Interpretation.....	378
4..... Notices	380
5..... Governing Law	382
6..... Fraud and Corruption.....	382
B. Subject Matter of Contract	382
7..... Scope of the System.....	382
8..... Time for Commencement and Operational Acceptance	383
9..... Supplier's Responsibilities.....	384
10. ... Purchaser's Responsibilities	390
C. Payment.....	392
11. ... Contract Price.....	392
12. ... Terms of Payment	393
13. ... Securities.....	394
14. ... Taxes and Duties.....	395
D. Intellectual Property	396
15. ... Copyright	396
16. ... Software License Agreements	397
17. ... Confidential Information	399
E. Supply, Installation, Testing, Commissioning, and Acceptance of the System	400
18. ... Representatives	400
19. ... Project Plan	403
20. ... Subcontracting	405
21. ... Design and Engineering.....	406
22. ... Procurement, Delivery, and Transport.....	409
23. ... Product Upgrades.....	411
24. ... Implementation, Installation, and Other Services.....	412
25. ... Inspections and Tests	412
26. ... Installation of the System.....	413
27. ... Commissioning and Operational Acceptance.....	414
F. Guarantees and Liabilities.....	418
28. ... Operational Acceptance Time Guarantee	418
29. ... Defect Liability	419
30. ... Functional Guarantees	422
31. ... Intellectual Property Rights Warranty	422
32. ... Intellectual Property Rights Indemnity	423
33. ... Limitation of Liability.....	426

G. Risk Distribution	426
34. ... Transfer of Ownership	426
35. ... Care of the System	426
36. ... Loss of or Damage to Property; Accident or Injury to Workers; Indemnification	428
37. ... Insurances	429
38. ... Force Majeure	431
H. Change in Contract Elements	433
39. ... Changes to the System	433
40. ... Extension of Time for Achieving Operational Acceptance	438
41. ... Termination	438
42. ... Assignment	445
I. Settlement of Disputes	445
43. ... Settlement of Disputes	445
J. Cyber Security	448
44. ... Cyber Security	448

General Conditions of Contract

A. CONTRACT AND INTERPRETATION

1. Definitions

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

(a) contract elements

- (i) **“Contract”** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
- (ii) **“Contract Documents”** means the documents specified in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments to these Documents).
- (iii) **“Contract Agreement”** means the agreement entered into between the Purchaser and the Supplier using the form of Contract Agreement contained in the Sample Contractual Forms Section of the request for proposals documents and any modifications to this form agreed to by the Purchaser and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.
- (iv) **“GCC”** means the General Conditions of Contract.
- (v) **“SCC”** means the Special Conditions of Contract.
- (vi) **“Technical Requirements”** means the Technical Requirements in Section VII of the request for proposals documents.
- (vii) **“Implementation Schedule”** means the Implementation Schedule in Section VII of the request for proposals documents.
- (viii) **“Contract Price”** means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

- (ix) **“Procurement Regulations”** refers to the edition **specified in the SCC** of the World Bank **“Procurement Regulations for IPF Borrowers”**.
 - (x) **“request for proposals document”** refers to the document issued by the Purchaser on the subject procurement process.
 - (xi) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
 - (xii) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Supplier’s Personnel with other Supplier’s or Purchaser’s personnel.
- (b) entities
- (i) **“Purchaser”** means the entity purchasing the Information System, as **specified in the SCC**.
 - (ii) **“Purchaser’s Personnel”** means all staff, labor and other employees of the Contract Manager and of the Purchaser engaged in fulfilling the Purchaser’s obligations under the Contract; and any other personnel identified as Purchaser’s Personnel, by a notice from the Purchaser to the Supplier;
 - (iii) **“Contract Manager”** means the person **named as such in the SCC** or otherwise appointed by the Purchaser in the manner provided in GCC Clause 18.1 (Contract Manager) to perform the duties delegated by the Purchaser.
 - (iv) **“Supplier”** means the firm or Joint Venture whose proposal to **perform the Contract** has

been accepted by the Purchaser and is named as such in the Contract Agreement.

- (v) **“Supplier’s Representative”** means any person **nominated** by the Supplier and named as such in the Contract Agreement or otherwise approved by the Purchaser in the manner provided in GCC Clause 18.2 (Supplier’s Representative) to perform the duties delegated by the Supplier.
 - (vi) **“Supplier’s Personnel”** means all personnel whom the Supplier utilizes in the execution of the Contract, including the staff, labor and other employees of the Supplier and each Subcontractor; and any other personnel assisting the Supplier in the execution of the Contract;
 - (vii) **“Subcontractor”** means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is subcontracted directly or indirectly by the Supplier.
 - (viii) **“Adjudicator”** means the person named in Appendix 2 of the Contract Agreement, **appointed** by agreement between the Purchaser and the Supplier to make a decision on or to settle any dispute between the Purchaser and the Supplier referred to him or her by the parties, pursuant to GCC Clause 43.1 (Adjudication).
 - (ix) **“The World Bank”** (also called “The Bank”) means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (c) scope
- (i) **“Information System,”** also called “the System,” means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier’s Equipment), together with the Services to be carried out by the Supplier under the Contract.
 - (ii) **“Subsystem”** means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned

individually before Commissioning of the entire System.

- (iii) “Information Technologies” means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.
- (iv) “Goods” means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier’s Equipment.
- (v) “Services” means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support.
- (vi) “The Project Plan” means the document to be developed by the Supplier and approved by the Purchaser, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier’s proposal. The “Agreed Project Plan” is the version of the Project Plan approved by the Purchaser, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- (vii) “Software” means that part of the System which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.

- (viii) “System Software” means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., “firmware”), operating systems, communications, system and network management, and utility software.
- (ix) “General-Purpose Software” means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General-Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.
- (x) “Application Software” means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.
- (xi) “Standard Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.
- (xii) “Custom Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.
- (xiii) “Source Code” means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software

(typically, but not exclusively, required for Custom Software).

- (xiv) “Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Purchaser under the Contract.
 - (xv) “Standard Materials” means all Materials not specified as Custom Materials.
 - (xvi) “Custom Materials” means Materials developed by the Supplier at the Purchaser’s expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.
 - (xvii) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
 - (xviii) “Supplier’s Equipment” means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.
- (d) activities
- (i) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with

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

Technical Requirements Section for the supply and installation of the System.

- (iv) “Eligible Country” means the countries and territories eligible for participation in procurements financed by the World Bank as defined in the Procurement Regulations.
- (v) “Day” means calendar day of the Gregorian Calendar.
- (vi) “Week” means seven (7) consecutive Days, beginning the day of the week as is customary in the Purchaser’s Country.
- (vii) “Month” means calendar month of the Gregorian Calendar.
- (viii) “Year” means twelve (12) consecutive Months.
- (ix) “Effective Date” means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Subsystem(s).
- (x) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Purchaser and Supplier in relation to the System, as **unless otherwise specified in the SCC**, the Contract shall continue in force until the Information System and all the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract.
- (xi) “Defect Liability Period” (also referred to as the “Warranty Period”) means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Subsystem(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Subsystem[s]) as provided in GCC Clause 29 (Defect Liability).
- (xii) “The Coverage Period” means the Days of the Week and the hours of those Days during which

maintenance, operational, and/or technical support services (if any) must be available.

- (xiii) The Post-Warranty Services Period” means the number of years **defined in the SCC** (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s).

2. Contract Documents

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

3. Interpretation

- 3.1 Governing Language

3.1.1 **Unless otherwise specified in the SCC**, all Contract Documents and related correspondence exchanged between Purchaser and Supplier shall be written in the language of the request for proposals document (English), and the Contract shall be construed and interpreted in accordance with that language.

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

- 3.2 Singular and Plural

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

- 3.3 Headings

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

- 3.4 Persons

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

3.5 Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the Incoterms

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1^{er}, 75008 Paris, France.

3.6 Entire Agreement

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

3.7 Amendment

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

3.8 Independent Supplier

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

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

3.9 Joint Venture

If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or

constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

3.10 Nonwaiver

3.10.1 Subject to GCC Clause 3.10.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.10.2 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.11 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.12 Country of Origin

"Origin" means the place where the Information Technologies, Materials, and other Goods for the System were produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, Software development, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The Origin of Goods and Services is distinct from the nationality of the Supplier and may be different.

4. Notices

4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to GCC Clause 4.3 below, by personal delivery, airmail post, special courier, facsimile, electronic mail, or other electronic means, with the following provisions.

4.1.1 Any notice sent by facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch

by notice sent by airmail post or special courier, except as otherwise specified in the Contract.

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

- 5. Governing Law**
- 5.1 The Contract shall be governed by and interpreted in accordance with the laws of the country **specified in the SCC**.
- 5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 6. Fraud and Corruption**
- 6.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the Appendix 1 to the GCC.
- 6.2 The Purchaser requires the Suppliers to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the procurement process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. SUBJECT MATTER OF CONTRACT

- 7. Scope of the System**
- 7.1 Unless otherwise expressly **limited in the SCC** or Technical Requirements, the Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed Project Plan.
- 7.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items

and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.

- 7.3 The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's proposal, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as **specified in the SCC**, including the relevant terms, characteristics, and timings.

**8. Time for
Commencement
and Operational
Acceptance**

- 8.1 The Supplier shall commence work on the System within the period **specified in the SCC**, and without prejudice to GCC Clause 28.2, the Supplier shall thereafter proceed with the System in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan.
- 8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

9. Supplier's Responsibilities

9.1 The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand. The Supplier shall ensure that its Subcontractors carry out the work on the Information System in accordance with the Contract, including complying with relevant environmental and social requirements and the obligations set out in GCC Clause 9.9.

The Supplier shall at all times take all reasonable precautions to maintain the health and safety of the Supplier's Personnel employed for the execution of the Contract at the Project Site/s in the Purchaser's country where the Contract is executed.

If **required in the SCC**, the Supplier shall submit to the Purchaser for its approval a health and safety manual which has been specifically prepared for the Contract.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out any applicable health and safety requirement under the Contract,

(a) which may include:

- (i) the procedures to establish and maintain a safe working environment;
- (ii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from natural or man-made hazards);
- (iii) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
- (iv) the measures to be implemented to avoid or minimize the spread of communicable diseases; and

(b) any other requirements stated in the Purchaser's Requirements.

- 9.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Purchaser and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to proposal submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
- 9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause 41.2.
- 9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Purchaser's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's Personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Purchaser under GCC Clause 10.4 and that are necessary for the performance of the Contract.
- 9.5 The Supplier shall comply with all laws in force in the Purchaser's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the Purchaser to the extent that such liability, damage, claims, fines, penalties, and

expenses were caused or contributed to by a fault of the Purchaser.

- 9.6 Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).
- 9.7 Pursuant to paragraph 2.2 e. of the Appendix 1 to the General Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to GCC Clause 6.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 9.8 The Supplier shall conform to the sustainable procurement contractual provisions, if and as **specified in the SCC**.
- 9.9 **Code of Conduct**

The Supplier shall have a Code of Conduct for the Supplier's Personnel employed for the execution of the Contract at the Project Site/s.

The Supplier shall take all necessary measures to ensure that each such personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by such personnel, and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Supplier shall also ensure that the Code of Conduct is visibly displayed in the Project Site/s as well as, as applicable, in areas outside the Project Site/s accessible to the local

community and any project affected people. The posted Code of Conduct shall be provided in languages comprehensible to the Supplier's Personnel, Purchaser's Personnel and the local community.

The Supplier's Management Strategy and Implementation Plans, if applicable, shall include appropriate processes for the Supplier to verify compliance with these obligations.

9.10 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.

9.11 The Supplier, including its Subcontractors, shall comply with all applicable safety obligations. The Supplier shall at all times take all reasonable precautions to maintain the health and safety of the Supplier's Personnel employed for the execution of Contract at the Project Site/s.

9.12 Training of Supplier's Personnel

The Supplier shall provide appropriate training to relevant Supplier's Personnel on any applicable environmental and social aspect of the Contract, including appropriate sensitization on prohibition of SEA, health and safety.

As stated in the Purchaser's Requirements or as instructed by the Contract Manager, the Supplier shall also allow appropriate opportunities for the relevant personnel to be trained on any applicable environmental and social aspects of the Contract by the Purchaser's Personnel and/or other personnel assigned by the Purchaser.

The Supplier shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Supplier's Personnel.

9.13 Stakeholder engagements

The Supplier shall provide relevant contract- related information, as the Purchaser and/or Contract Manager may reasonably request to conduct contract stakeholder engagement. "Stakeholder" refers to individuals or groups who:

- (a) are affected or likely to be affected by the Contract;
and
- (b) may have an interest in the Contract.

The Supplier may also directly participate in contract stakeholder engagements, as the Purchaser and/or Contract Manager may reasonably request.

9.14 Forced Labor

The Supplier, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

9.15 Child Labor

The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Supplier, including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Supplier with the Contract Manager's consent. The Supplier shall be subject to regular monitoring by the Contract Manager that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

9.16 Non-Discrimination and Equal Opportunity

The Supplier shall not make decisions relating to the employment or treatment of personnel for the execution of the Contract on the basis of personal characteristics unrelated to inherent job requirements. The Supplier shall base the employment of personnel for the execution of the Contract on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Supplier shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Clause 9.15).

9.17 Personnel Grievance Mechanism

The Supplier shall have a grievance mechanism for personnel employed in the execution of the Contract to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The grievance mechanism may utilize existing grievance mechanisms, provided that they are properly

designed and implemented, address concerns promptly, and are readily accessible to such personnel.

9.18 Security of the Project Site

If stated in the SCC, the Supplier shall be responsible for the security at the Project Site/s including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

In making security arrangements, the Supplier shall be guided by applicable laws and any other requirements that may be stated in the Purchaser's Requirements.

The Supplier shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Supplier's Personnel, Purchaser's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Purchaser's Requirements.

The Supplier shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

9.19 Recruitment of Persons

The Supplier shall not recruit, or attempt to recruit, either on limited time or permanent basis or through any other contractual agreement, staff and labor from amongst the Purchaser's Personnel.

9.20 **Unless otherwise specified in the SCC** the Supplier shall have no other Supplier responsibilities.

10. Purchaser's Responsibilities

10.1 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser to the Supplier, except when otherwise expressly stated in the Contract.

10.2 The Purchaser shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to

- provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1 (b).
- 10.3 The Purchaser shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.
- 10.4 If requested by the Supplier, the Purchaser shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the Supplier's Personnel, as the case may be, to obtain.
- 10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed Project Plan, or other parts of the Contract, the Purchaser shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.
- 10.6 The Purchaser shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Purchaser may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.
- 10.7 Unless otherwise specified in the Contract or agreed upon by the Purchaser and the Supplier, the Purchaser shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan.
- 10.8 The Purchaser will designate appropriate staff for the training courses to be given by the Supplier and shall make

all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed Project Plan, or other parts of the Contract.

- 10.9 The Purchaser assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.
- 10.10 The Purchaser is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.
- 10.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Purchaser, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test(s), in accordance with GCC Clause 27.2.
- 10.12 **Unless otherwise specified in the SCC** the Purchaser shall have no other Purchaser responsibilities.

C. PAYMENT

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

12. Terms of Payment

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

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

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

13. Securities

13.1 Issuance of Securities

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

13.2 Advance Payment Security

13.2.1 The Supplier shall provide within twenty-eight (28) days of the notification of Contract award an Advance Payment Security in the amount and currency of the Advance Payment specified in SCC for GCC Clause 12.1 above and valid until the System is Operationally Accepted.

13.2.2 The security shall be in the form provided in the request for proposal document or in another form acceptable to the Purchaser. The amount of the security shall be reduced in proportion to the value of the System executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Purchaser. **Unless otherwise specified in the SCC**, the reduction in value and expiration of the Advance Payment Security are calculated as follows:

$P \cdot a / (100 - a)$, where “P” is the sum of all payments effected so far to the Supplier (excluding the Advance Payment), and “a” is the Advance Payment expressed as a percentage of the Contract Price pursuant to the SCC for GCC Clause 12.1.

The security shall be returned to the Supplier immediately after its expiration.

13.3 Performance Security

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

13.3.2 The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the request for proposal document, or it shall be in another form acceptable to the Purchaser.

13.3.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any

extensions to the period. The security shall be returned to the Supplier no later than twenty-eight (28) days after its expiration.

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

14. Taxes and Duties

- 14.1 For Goods or Services supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country. Any duties, such as importation or customs duties, and taxes and other levies, payable in the Purchaser's country for the supply of Goods and Services from outside the Purchaser's country are the responsibility of the Purchaser unless these duties or taxes have been made part of the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to, in which case the duties and taxes will be the Supplier's responsibility.
- 14.2 For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Purchaser. The only exception are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in the Purchaser's country, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.
- 14.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of proposal submission in the Purchaser's Country (also called "Tax" in this GCC Clause 14.4). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is

abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

D. INTELLECTUAL PROPERTY

15. Copyright

- 15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
- 15.2 The Purchaser agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except that additional copies of Standard Materials may be made by the Purchaser for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.
- 15.3 The Purchaser's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or **unless otherwise specified in the SCC** to a legally constituted successor organization (e.g., a reorganization of a public entity formally authorized by the government or through a merger or acquisition of a private entity).
- 15.4 **Unless otherwise specified in the SCC**, the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Purchaser. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing (as legally sufficient) that the Purchaser may consider necessary or desirable to perfect the right, title, and interest of the Purchaser in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Purchaser and

where permitted by applicable law, ensure that the holder of such a moral right waives it.

- 15.5 **Unless otherwise specified in the SCC**, escrow arrangements shall NOT be required.

16. Software License Agreements

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

Such license to access and use the Software shall:

- (a) be:
 - (i) nonexclusive;
 - (ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);
 - (iii) **unless otherwise specified in the SCC** valid throughout the territory of the Purchaser's Country;
 - (iv) **unless otherwise specified in the SCC** subject to NO additional restrictions.
- (b) permit the Software to be:
 - (i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's proposal), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;
 - (ii) used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's proposal specifies a class of computer to which the license is restricted, the replacement computer(s) is(are) within that class;
 - (iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by

means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;

- (iv) reproduced for safekeeping or backup purposes;
- (v) customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;
- (vi) **unless otherwise specified in the SCC**, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and
- (vii) **unless otherwise specified in the SCC** disclosed to, and reproduced for use by, NO other parties.

- 16.2 The Supplier has the right to audit the Standard Software to verify compliance with the above license agreements. **Unless otherwise specified in the SCC**, the Purchaser will make available to the Supplier, within seven (7) days of a written request, accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between the Purchaser and the Supplier, Purchaser will allow, under a pre-specified agreed procedure, the execution of embedded software functions under Supplier's control, and unencumbered transmission of resulting information on software usage.

17. Confidential Information

- 17.1 **Unless otherwise specified in the SCC**, the "Receiving Party" (either the Purchaser or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.
- 17.2 For the purposes of GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Purchaser or the Purchaser's use of the System.
- 17.3 Notwithstanding GCC Clauses 17.1 and 17.2:
- (a) the Supplier may furnish to its Subcontractor Confidential Information of the Purchaser to the extent reasonably required for the Subcontractor to perform its work under the Contract; and
 - (b) the Purchaser may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries,
- in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party.
- 17.4 The Purchaser shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Purchaser's prior written consent, use any Confidential Information received from the Purchaser for any purpose other than those that are required for the performance of the Contract.

- 17.5 The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:
- (a) now or hereafter enters the public domain through no fault of the Receiving Party;
 - (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
 - (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality;
 - (d) is being provided to the Bank.
- 17.6 The above provisions of this GCC Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.
- 17.7 **Unless otherwise specified in the SCC**, the provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for three (3) years.

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

18. Representatives

18.1 Contract Manager

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

18.2 Supplier's Representative

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

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

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

18.3 Removal of Supplier's Personnel

18.3.1 The Contract Manager may require the Supplier to remove (or cause to be removed) the Supplier's Representative or any other person employed by the Supplier in the execution of the Contract, who:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;
- (f) has been recruited from the Purchaser's Personnel;
- (g) engages in any other behaviour which breaches the Code of Conduct, as applicable;

If appropriate, the Supplier shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Contract Manager to remove or cause to remove any person, the Supplier shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from work on the System, any person Employed by the Supplier in the execution of the Contract who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.

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

19. Project Plan

- 19.1 In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Supplier's proposal, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/or Technical Requirements.
- 19.2 **Unless otherwise specified in the SCC**, within thirty (30) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Purchaser. Such submission to the Purchaser shall include any applicable environmental and social management plan to manage environmental and social risks and impacts. The Purchaser shall, within fourteen (14) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called "non-conformities" below). The Supplier shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Purchaser. The Purchaser shall, within five (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Purchaser shall provide confirmation in writing to the Supplier. This approved Project Plan ("the Agreed Project Plan") shall be contractually binding on the Purchaser and the Supplier.
- 19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 39 and 40.
- 19.4 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed Project Plan and the Contract.

19.5 **Unless otherwise specified in the SCC**, the Supplier shall submit to the Purchaser Monthly Progress Reports summarizing:

- (i) results accomplished during the prior period;
- (ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;
- (iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;
- (iv) other issues and outstanding problems; proposed actions to be taken;
- (v) resources that the Supplier expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;
- (vi) status of compliance to environmental and social requirements, as applicable;
- (vii) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.

19.6 The Supplier shall submit to the Purchaser other (periodic) reports as specified in the SCC.

19.7 Immediate Reporting requirement

The Supplier shall inform the Contract Manager immediately of any allegation, incident or accident in Project Site/s, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Purchaser's Personnel or Supplier's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; any cyber security incidents as **specified in the SCC**; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Supplier, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Purchaser of any such incident or accident on the

Subcontractors' or suppliers' premises relating to the Contract which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Purchaser's Personnel or Supplier's Personnel. The notification shall provide sufficient detail regarding such incidents or accidents.

The Supplier shall provide full details of such incidents or accidents to the Contract Manager within the timeframe agreed with the Purchaser.

The Purchaser shall require its Subcontractors to immediately notify it of any incidents or accidents referred to in this Sub- Clause.

20. Subcontracting

- 20.1 Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Purchaser. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Purchaser for its approval in sufficient time so as not to impede the progress of work on the System. Submission by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Approval by the Purchaser of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.
- 20.2 The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Purchaser's prior approval under GCC Clause 20.3.
- 20.3 For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Purchaser in writing at least twenty-eight (28) days prior to

the proposed mobilization date for such Subcontractor, including by providing the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration; and (ii) by the end of this period either the Purchaser has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Purchaser has objected in writing prior to the end of the notice period. The absence of a written objection by the Purchaser during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Purchaser of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Purchaser or Supplier as they are specified in GCC Clauses 20.1 and 20.2, or in Appendix 3 of the Contract Agreement.

- 20.4 The Supplier shall ensure that its Subcontractors comply with the relevant ES requirements and the obligations set out in GCC Clause 9.9.

21. Design and Engineering

21.1 Technical Specifications and Drawings

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

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

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

21.2 Codes and Standards

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

21.3 Approval/Review of Controlling Technical Documents by the Contract Manager

21.3.1 Unless otherwise specified in the SCC, there will NO Controlling Technical Documents required. However, **if the SCC specifies** Controlling Technical Documents, the Supplier shall prepare and furnish such documents for the Contract Manager's approval or review.

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

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

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

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

21.3.4 If the Contract Manager disapproves the document, the Supplier shall modify the document and resubmit it for

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

21.3.5 If any dispute occurs between the Purchaser and the Supplier in connection with or arising out of the disapproval by the Contract Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 43.1 (Adjudication). If such dispute is referred to an Adjudicator, the Contract Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Contract Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Purchaser has not given notice under GCC Clause 43.1.2, then the Supplier shall be reimbursed by the Purchaser for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

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

21.3.7 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Contract Manager an amended document and obtained

the Contract Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Contract Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

22. Procurement, Delivery, and Transport

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

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

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

22.4 Transportation

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

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

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

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

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

Upon shipment, the Supplier shall notify the Purchaser and the insurance company contracted by the Supplier

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

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

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

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

- (a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;
- (b) delivery note, railway receipt, or truck receipt;
- (c) certificate of insurance;
- (d) certificate(s) of origin; and
- (e) estimated time of arrival at the site.

22.6 Customs Clearance

- (a) The Purchaser will bear responsibility for, and cost of, customs clearance into the Purchaser's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Purchaser's country in the Price Schedules referred to by Article 2 of the Contract Agreement.
- (b) At the request of the Purchaser, the Supplier will make available a representative or agent during the process of customs clearance in the Purchaser's country for goods supplied from outside the Purchaser's country. In the event of delays in

customs clearance that are not the fault of the Supplier:

- (i) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 40;
- (ii) the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.

23. Product Upgrades

- 23.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its proposal and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause 39 (Changes to the System).
- 23.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser's Country, pursuant to GCC Clause 39 (Changes to the System).
- 23.3 During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its proposal.
- 23.4 **Unless otherwise specified in the SCC**, during the Warranty Period, the Supplier will provide at no additional cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's country, and

no later than twelve (12) months after they are released in the country of origin of the Software.

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

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

- 24.1 The Supplier shall provide all Services specified in the Contract and Agreed Project Plan in accordance with the highest standards of professional competence and integrity.
- 24.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its proposal) and shall not exceed the prevailing rates charged by the Supplier to other purchasers in the Purchaser's Country for similar services.

**25. Inspections and
Tests**

- 25.1 The Purchaser or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/or conformity to the Contract at the point of delivery and/or at the Project Site.
- 25.2 The Purchaser or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Purchaser shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.

- 25.3 Should the inspected or tested components fail to conform to the Contract, the Purchaser may reject the component(s), and the Supplier shall either replace the rejected component(s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Purchaser.
- 25.4 The Contract Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.
- 25.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 43 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.
- 26. Installation of the System**
- 26.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed Project Plan, the Supplier shall so notify the Purchaser in writing.
- 26.2 The Contract Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section in the request for proposals document, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the

System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Contract Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Purchaser in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause 26.2 shall be repeated, as necessary, until an Installation Certificate is issued.

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

**27. Commissioning
and Operational
Acceptance**

27.1 Commissioning

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

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

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

Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.

27.2 Operational Acceptance Tests

27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the

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

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

27.2.2 If for reasons attributable to the Purchaser, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by the Purchaser and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.

27.3 Operational Acceptance

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

- (a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed Project Plan have been successfully completed; or
- (b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Purchaser within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or

- (c) the Purchaser has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Purchaser and document such use.

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

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

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

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

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

- (a) the Purchaser may consider terminating the Contract, pursuant to GCC Clause 41.2.2;
- or
- (b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Purchaser to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.

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

27.4 Partial Acceptance

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

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

27.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Contract Manager

shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Purchaser or Supplier.

F. GUARANTEES AND LIABILITIES

28. Operational Acceptance Time Guarantee

- 28.1 The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule and/or the Agreed Project Plan pursuant to GCC Clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).
- 28.2 **Unless otherwise specified in the SCC**, if the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Purchaser liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount of ten (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2.
- 28.3 **Unless otherwise specified in the SCC**, liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. This Clause 28.3 shall not limit, however, any other rights or

remedies the Purchaser may have under the Contract for other delays.

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

29. Defect Liability

- 29.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. **Unless otherwise specified in the SCC**, there will be NO exceptions and/or limitations to this warranty with respect to Software (or categories of Software). Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.
- 29.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.
- 29.3 **Unless otherwise specified in the SCC**, the Supplier warrants that: (i) all Goods components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines, and (ii) they have been previously released to the market.
- 29.4 **Unless otherwise specified in the SCC**, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for thirty-six (36) months.
- 29.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design,

- engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.
- 29.6 The Supplier shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the System arising out of or resulting from any of the following causes:
- (a) improper operation or maintenance of the System by the Purchaser;
 - (b) normal wear and tear;
 - (c) use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or
 - (d) modifications made to the System by the Purchaser, or a third party, not approved by the Supplier.
- 29.7 The Supplier's obligations under this GCC Clause 29 shall not apply to:
- (a) any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or
 - (b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Purchaser or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.
- 29.8 The Purchaser shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Purchaser shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.

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

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

- 29.10 **Unless otherwise specified in the SCC**, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the Purchaser may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.
- 29.11 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the Purchaser because of such defect and/or making good of such defect.
- 29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, the Purchaser may choose to retain physical possession of any replaced defective information storage devices.
- 29.13 At the request of the Purchaser and without prejudice to any other rights and remedies that the Purchaser may have

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

**30. Functional
Guarantees**

- 30.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Purchaser's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance governs how technical conformance of the System to the Contract requirements will be determined.
- 30.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.
- 30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.

**31. Intellectual
Property Rights
Warranty**

- 31.1 The Supplier hereby represents and warrants that:
- (a) the System as supplied, installed, tested, and accepted;
 - (b) use of the System in accordance with the Contract; and

- (c) copying of the Software and Materials provided to the Purchaser in accordance with the Contract

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

**32. Intellectual
Property Rights
Indemnity**

- 32.1 The Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:
- (a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;
 - (b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and
 - (c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause 32.2.
- 32.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.

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

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

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

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

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

Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

32.6 Such indemnity shall not cover

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

32.7 Such indemnities shall also not apply:

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

32.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in

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

33. Limitation of Liability

33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

G. RISK DISTRIBUTION

34. Transfer of Ownership

34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Purchaser at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

34.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) Clause 16 (Software License Agreements), and any elaboration in the Technical Requirements.

34.3 Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.

35. Care of the System

35.1 The Purchaser shall become responsible for the care and custody of the System or Subsystems upon their Delivery. The Purchaser shall make good at its own cost any loss or damage that may occur to the System or Subsystems from

any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance), excepting such loss or damage arising from acts or omissions of the Supplier, its employees, or subcontractors.

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

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

the Purchaser shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Purchaser requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Purchaser in accordance with GCC Clause 39. If the Purchaser does not request the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Purchaser shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Purchaser shall terminate the Contract pursuant to GCC Clause 41.1.

35.3 The Purchaser shall be liable for any loss of or damage to any Supplier's Equipment which the Purchaser has

- authorized to locate within the Purchaser's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors.
- 36. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification**
- 36.1 The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in the Purchaser's Country.
- 36.2 Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Purchaser or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Purchaser, its contractors, employees, officers, or agents.
- 36.3 If any proceedings are brought or any claim is made against the Purchaser that might subject the Supplier to liability under GCC Clause 36.2, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) day period, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 36.4 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including

losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Purchaser, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.

36.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Purchaser to liability under GCC Clause 36.4, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.

36.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

37. Insurances

37.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, who should not unreasonably withhold such approval.

(a) Cargo Insurance During Transport

as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.

(b) Installation “All Risks” Insurance

as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under “all risks” insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.

(c) Third-Party Liability Insurance

On terms as **specified in the SCC**, covering bodily injury or death suffered by third parties (including the Purchaser’s personnel) and loss of or damage to property (including the Purchaser’s property and any Subsystems that have been accepted by the Purchaser) occurring in connection with the supply and installation of the Information System.

(d) Automobile Liability Insurance

In accordance with the statutory requirements prevailing in the Purchaser’s Country, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

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

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

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

- 37.4 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.
- 37.5 If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the Purchaser may take out and maintain in effect any such insurance and may from time to time deduct from any amount due the Supplier under the Contract any premium that the Purchaser shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.
- 37.6 Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Supplier. The Purchaser shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Purchaser's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Purchaser. With respect to insurance claims in which the Supplier's interest is involved, the Purchaser shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.
- 38. Force Majeure**
- 38.1 "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:
- (a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
 - (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
 - (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or

- ruler, or any other act or failure to act of any local state or national government authority;
- (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
 - (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
 - (f) failure, by the Supplier, to obtain the necessary export permit(s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.
- 38.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.
- 38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).
- 38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 38.6.

- 38.5 No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
- (a) constitute a default or breach of the Contract;
 - (b) (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- 38.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
- 38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Purchaser and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.
- 38.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.

H. CHANGE IN CONTRACT ELEMENTS

39. Changes to the System

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

A Change may involve, but is not restricted to, the substitution of updated Information Technologies and

related Services in accordance with GCC Clause 23 (Product Upgrades).

- 39.1.2 The Supplier may from time to time during its performance of the Contract propose to the Purchaser (with a copy to the Contract Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Purchaser may at its discretion approve or reject any Change proposed by the Supplier.
- 39.1.3 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.
- 39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Contractual Forms Section in the request for proposals document.
- 39.1.5 Moreover, the Purchaser and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be “frozen.” Any Change initiated after this time will be dealt with after Operational Acceptance.
- 39.2 Changes Originating from Purchaser
- 39.2.1 If the Purchaser proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Supplier a “Request for Change Proposal,” requiring the Supplier to prepare and furnish to the Contract Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:
- (a) brief description of the Change;
 - (b) impact on the Time for Achieving Operational Acceptance;
 - (c) detailed estimated cost of the Change;
 - (d) effect on Functional Guarantees (if any);
 - (e) effect on any other provisions of the Contract; and

(f) any additional documents as **specified in the SCC**.

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

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

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

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

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

the Purchaser accepts the Supplier's objection, the Purchaser shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.

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

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

39.3 Changes Originating from Supplier

If the Supplier proposes a Change pursuant to GCC Clause 39.1.2, the Supplier shall submit to the Contract Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 39.2.6 and

39.2.7. However, should the Purchaser choose not to proceed or the Purchaser and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Purchaser and the Supplier to the contrary.

39.4 Value engineering. The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing Contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency, safety or sustainability of the systems; or
- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the systems.

If the value engineering proposal is approved by the Purchaser and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above,

the amount to be paid to the Supplier shall be the full increase in the Contract Price.

40. Extension of Time for Achieving Operational Acceptance

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

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

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

40.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Contract Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 43.

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

41. Termination

41.1 Termination for Purchaser's Convenience

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

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

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

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

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

termination of any subcontracts, including any cancellation charges;

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

41.2 Termination for Supplier's Default

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

- (a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;
- (b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or
- (c) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of the Appendix 1 to the GCC, in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

41.2.2 If the Supplier:

- (a) has abandoned or repudiated the Contract;

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

then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within thirty (30) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.

41.2.3 Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.2.3 (d) below;
- (c) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
- (d) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier to the System or Subsystems as at the

date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;

- (e) deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

41.2.4 The Purchaser may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.

41.2.5 Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the Purchaser from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

41.2.6 If the Purchaser completes the System, the cost of completing the System by the Purchaser shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the Purchaser in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause 41.2.5, the Supplier shall pay the balance to the Purchaser, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Purchaser shall pay the balance to the Supplier. The Purchaser and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

41.3 Termination by Supplier

41.3.1 If:

- (a) the Purchaser has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause **pursuant to the SCC**, or commits a substantial breach of the Contract, the Supplier may give a notice to the Purchaser that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Purchaser to remedy the same, as the case may be. If the Purchaser fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Supplier's notice; or
- (b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System;

then the Supplier may give a notice to the Purchaser of such events, and if the Purchaser has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Purchaser referring to this GCC Clause 41.3.1, forthwith terminate the Contract.

- 41.3.2 The Supplier may terminate the Contract immediately by giving a notice to the Purchaser to that effect, referring to this GCC Clause 41.3.2, if the Purchaser becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or,

being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Purchaser takes or suffers any other analogous action in consequence of debt.

41.3.3 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:

- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 41.3.3 (d) (ii);
- (c) remove all Supplier's Equipment from the site and repatriate the Supplier's Personnel from the site.
- (d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:
 - (i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
 - (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
 - (iii) to the extent legally possible, deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.3.4 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, the Purchaser shall pay to the Supplier all payments specified in GCC Clause 41.1.3 and reasonable compensation for all loss, except for

loss of profit, or damage sustained by the Supplier arising out of, in connection with, or in consequence of such termination.

41.3.5 Termination by the Supplier pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.

41.4 In this GCC Clause 41, the expression “portion of the System executed” shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.

41.5 In this GCC Clause 41, in calculating any monies due from the Purchaser to the Supplier, account shall be taken of any sum previously paid by the Purchaser to the Supplier under the Contract, including any advance payment paid **pursuant to the SCC.**

42. Assignment

42.1 Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

I. SETTLEMENT OF DISPUTES

43. Settlement of Disputes

43.1 Adjudication

43.1.1 If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute by mutual consultation. If

the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix 2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause 43.2.1.

- 43.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Purchaser and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.
- 43.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Purchaser and the Supplier.
- 43.1.4 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Purchaser and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority **specified in the SCC**, or, if no Appointing Authority is **specified in SCC**, the Contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

43.2 Arbitration

43.2.1 If

- (a) the Purchaser or the Supplier is dissatisfied with the Adjudicator's decision and acts before this decision has become final and binding pursuant to GCC Clause 43.1.2, or
- (b) the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 43.1.2, and the Purchaser or the Supplier acts within the following fourteen (14) days, or
- (c) in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 43.1.1 expires without resolution of the dispute and the Purchaser or the Supplier acts within the following fourteen (14) days,

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

43.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 43.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the Information System.

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

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

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

J. CYBER SECURITY

44. Cyber Security

- 44.1 **Pursuant to the SCC**, the Supplier, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Supplier, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.

APPENDIX 1

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect³ all accounts,

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

APPENDIX 2

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]

Subcontractor's Name: *[insert full name]*

Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p>Period of disqualification: From: _____ To: _____</p>

Name of the Subcontractor _____

Name of the person duly authorized to sign on behalf of the Subcontractor _____

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Supplier:

Signature: _____

Date signed _____ day of _____, _____

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

A. CONTRACT AND INTERPRETATION

Definitions (GCC Clause 1)

GCC 1.1 (a) (ix)	The applicable edition of the Procurement Regulation is dated: Procurement Regulations for IPF Borrowers” dated September 2023 (“Procurement Regulations”)
GCC 1.1 (b) (i)	The Purchaser is: Ministry of Justice (MOJ) of the Republic of Armenia and the Office of the Prime Minister of the Republic of Armenia (PMO). The MOJ shall be responsible for the substantive aspects of the Contract, including, but not limited to, receiving and accepting all deliverables related to the System or arising from the Contract, as delivered by the Supplier, as well as signing and approving the Acceptance Acts. The PMO shall be responsible for processing and executing payments to the Supplier based on the Acceptance Act issued and approved by the MOJ, specifically by the Contract Manager identified under GCC 1.1(b)(ii).
GCC 1.1 (b) (ii)	The Contract Manager is: <i>The Deputy Minister of Justice of the Republic of Armenia responsible for policy development in the field of e-justice.</i>
GCC 1.1 (e) (i)	The Purchaser’s Country is: Republic of Armenia
GCC 1.1 (e) (x)	There are no Special Conditions associated with GCC 1.1 (e) (x).
GCC 1.1 (e) (xiii)	Not applicable

Interpretation (GCC Clause 3)

GCC 3.1.1	All Contract Documents and related correspondence exchanged between Purchaser and Supplier shall be written in English unless otherwise required in the Technical Requirements of this Contract and other Clauses of SCC.
-----------	---

Notices (GCC Clause 4)

GCC 4.3	Address of the Contract Manager: Ministry of Justice (MOJ) of the RA 3/8 Vazgen Sargsyan St, Yerevan 0010, Armenia
---------	---

Governing Law (GCC Clause 5)

GCC 5	The Contract shall be interpreted in accordance with the laws of: Republic of Armenia
-------	---

B. SUBJECT MATTER OF CONTRACT

Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Proposal: Not applicable
---------	---

Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System from the Effective Date of the Contract.
---------	---

Supplier's Responsibilities (GCC Clause 9)

GCC 9.1	Health and safety manual is not required .
GCC 9.8	The following sustainable procurement contractual provisions, apply: none.
GCC 9.18	The Supplier is not required to make security arrangements for the Project Site/s.

C. PAYMENT

Contract Price (GCC Clause 11)

GCC 11.2	Adjustments to the Contract Price shall be as follows: not applicable.
----------	---

Terms of Payment (GCC Clause 12)

GCC 12.1	<p>Subject to the provisions of GCC Clause 12 (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of goods or services under the specific payment category.</p> <p>0. ADVANCE PAYMENT</p> <p>Twenty percent (20%) of the entire Contract Price shall be paid against receipt of a claim accompanied by the Advance Payment Security specified in GCC Clause 13.2. The Advance Payment Security amount shall be reduced as per terms specified under GCC Clause 13.2.2.</p> <p>The Contract Price shall be paid in installments, based on the following payments schedule:</p> <p>1. PHASE 1: INCEPTION AND PLANNING</p> <p>A payment of ten percent (10%) of the total Contract Price shall be made against acceptance of Phase 1, upon submission of claim supported by the Act of Acceptance issued by the Purchaser.</p> <p>2. PHASE 2: DESIGN, DEVELOPMENT AND TESTING OF THE SYSTEM</p> <p>2.1 PHASE 2 (A) (Line items 7 through 9 of cost summary table)</p> <p>A payment of fifteen percent (15%) of the total Contract Price shall be made against acceptance of PHASE 2(A), upon submission of claim supported by the Act of Acceptance issued by the Purchaser.</p> <p>2.2 PHASE 2 (B) (Line items 10 through 15 of cost summary table)</p> <p>A payment of twenty percent (20%) of the total Contract Price shall be made against acceptance of PHASE 2(B), upon submission of claim supported by the Act of Acceptance issued by the Purchaser.</p>
----------	--

	<p>3. PHASE 3: TRAINING AND PILOT TESTING</p> <p>A payment of twenty percent (20%) of the total Contract Price shall be made against acceptance of Phase 3, upon submission of claim supported by the Act of Acceptance issued by the Purchaser.</p> <p>4. PHASE 4: MIGRATION AND SYSTEM ROLLOUT (GO-LIVE)</p> <p>A payment of fifteen percent (15%) of the total Contract Price shall be made against acceptance of Phase 4, upon submission of claim supported by the Act of Acceptance issued by the Purchaser.</p> <p>5. COMPLETE SYSTEM INTEGRATION:</p> <p>A payment of twenty percent (20%) of the total Contract Price shall be made as the final payment upon Operational Acceptance of the System as an integrated whole, upon submission of claim supported by the Act of Acceptance issued by the Purchaser.</p> <p>The payment of the Contract price, excluding local taxes, shall be made using the funds from the Fourth Public Sector Modernization Project (LOAN NUMBER 9338-AM). Local taxes shall be paid using the funds from the RA State Budget.</p> <p>The PMO shall process payments based on the Act of Acceptance, which should contain a description of the delivered Goods (with part numbers (if applicable)) and/or the services performed. The Act of Acceptance shall be issued by the Contract Manager identified under GCC 1.1 (b) (ii) and accompanied by the invoice submitted by the Supplier.</p>
GCC 12.3	The Purchaser shall pay to the Supplier interest on the delayed payments at a rate of: 6 % per annum.
GCC 12.4	The Supplier will invoice the Purchaser in the currency used in the Contract Agreement and the Price Schedules it refers to.
GCC 12.6	GCC Clause 12.6 applies.

Securities (GCC Clause 13)

GCC 13.3.1	The Performance Security shall be denominated in currency stated in the Contract Agreement for an amount equal to ten (10) percent of the Contract Price.
------------	---

GCC 13.3.4	During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to 2.5 percent of the Contract Price.
------------	--

D. INTELLECTUAL PROPERTY

Copyright (GCC Clause 15)

GCC 15.3	There are no Special Conditions of Contract applicable to GCC Clause 15.3
GCC 15.4	<p>The rights and obligations of the Purchaser and the Supplier regarding Custom Software or its elements are outlined as follows:</p> <p>All the software that is not qualified as third-party software shall be considered Custom Software under the present agreement.</p> <p>For the purposes of this Agreement third party Software shall mean software Intellectual Property Rights to which are existing at the time of entry into this Agreement and are not owned by the Supplier and are to have an assisting function in the operation of the final product without limiting Purchasers ability to further customize the product for other public service use cases.</p> <p>Within the scope of the project (during the provision of services), any material (document, software code, software package, or other) created and delivered by the Supplier according to the requirements will be considered "Works Made for Hire" and all exclusive economic rights to the Intellectual Property created shall be vested (transferred) to the Client, irrespective of whether the final product comprises pre-existing software developed by the Supplier. The term "all exclusive economic rights of Intellectual Property" shall have the meaning attributed to it under Armenian legislation. All rights, titles, and interests in such materials, except for those that may not be transferred according to the applicable law will be reserved for the Purchaser, as the sole and exclusive owner thereof.</p> <p>All results of the project are the property of the Purchaser.</p> <p>The Purchaser has the right to use, publish, transfer, relocate, and modify the materials specified in this TR at its discretion and without any limitations. All originals of the project results should be transferred to the Purchaser and placed in its server infrastructure.</p> <p>The Purchaser may modify, expand, transfer, copy, and develop derivative software, as well as configure individual workstations for using the system without any limitations.</p> <p>For the acceptance of the system, the Supplier must provide the Purchaser with all materials and documents related to the software.</p>

	<p>The Supplier guarantees and certifies to the Purchaser that:</p> <ul style="list-style-type: none"> - The software code and documentation provided to the Purchaser are complete, properly prepared, and accurate copies of the version of the software in use at the time of final acceptance. - After any update, the Supplier will provide the modified software code and corresponding documentation to the Purchaser within 15 days. These materials must also be complete, properly prepared, and correspond to the current version of the updated software. - Any software update must be implemented through automated deployment tools, eliminating the Supplier's access to the production environment and databases. <p>The software code must contain all necessary information in a readable format, without being encrypted, obfuscated, or hidden in any way, and must be provided to the Purchaser in a manner that allows another programmer or analyst to maintain, update, and improve the software.</p> <p>The software code and corresponding documentation must include all developer comments, information and process models, logic manuals, as well as process flow diagrams.</p> <p>The source code of any software packages (plugins) used in the system must be provided to the Purchaser via a GIT system, and the build of the software packages must be conducted in the Purchaser's appropriate environment.</p> <p>The Supplier must provide a detailed guide describing the process of building software packages from the source code.</p> <p>The Supplier must provide the following:</p> <p>The libraries used (open),</p> <p>Application servers,</p> <p>Scripts,</p> <p>Other files, packages, and software necessary for the system's proper functioning, as well as for deployment, configuration, and operation on new hardware,</p> <p>A deployment document that details the required software, application servers, and the step-by-step deployment process for the system, written in a way that can be easily understood by the relevant specialists,</p> <p>Technical documentation describing the systems.</p>
GCC 15.5	<p>There are no Special Conditions of Contract applicable to GCC Clause 15.5</p>

Software License Agreements (GCC Clause 16)

GCC 16	<p>The provisions of Section 16 of the GCC shall apply to Contract Agreement only to the extent they relate to third-party licenses that are required for the use or operation of the final product. As this is a Custom Software Solution, Section 16 of the GCC shall not apply to the Custom Software developed under Contract Agreement. All exclusive rights, including but not limited to intellectual property rights, in and to the Custom Software are hereby fully and irrevocably transferred to the Purchaser.</p> <p>The Supplier may use only such third-party software that is to have an assisting function in the operation of the final product without limiting Purchasers ability to further customize the product for other public service use cases.</p>
GCC 16.1 (a) (iv)	<p>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)</p>
GCC 16.1 (b) (vi)	<p>Third party licenses that are necessary to be used for the final product to operate must meet the following conditions as well:</p> <ul style="list-style-type: none"> - For additional off-the-shelf software solutions used within the system, the Purchaser must be granted time-unlimited licenses without additional costs or future payments. - The applied solutions must allow the software to be: - Used and copied, including on backup/server computers of similar or equivalent capacity - Used, copied, and transferred to replacement computers, or used on both primary and replacement computers simultaneously - Accessed from other computers to use or copy the software on primary or replacement computers as needed to ensure the required access - Reproduced for secure storage and replacement purposes - Adapted, customized, and integrated with other software by the Purchaser to the extent that derivative software includes any significant portion of the provided software - In the event the primary computers are decommissioned, the software must be transferable from the primary computer to a backup computer within a reasonable transition period.
GCC 16.1 (b) (vii)	<p>Third party licenses that are necessary to be used for the final product to operate must meet the following conditions as well:</p> <ul style="list-style-type: none"> - For additional off-the-shelf software solutions used within the system, the Purchaser must be granted time-unlimited licenses without additional costs or future payments. - The applied solutions must allow the software to be: - Used and copied, including on backup/server computers of similar or equivalent capacity

	<ul style="list-style-type: none"> - Used, copied, and transferred to replacement computers, or used on both primary and replacement computers simultaneously - Accessed from other computers to use or copy the software on primary or replacement computers as needed to ensure the required access - Reproduced for secure storage and replacement purposes - Adapted, customized, and integrated with other software by the Purchaser to the extent that derivative software includes any significant portion of the provided software - In the event the primary computers are decommissioned, the software must be transferable from the primary computer to a backup computer within a reasonable transition period.
GCC 16.2	There are no Special Conditions of Contract applicable to GCC Clause 16.2

Confidential Information (GCC Clause 17)

GCC 17.1	There are no Special Conditions of Contract applicable to GCC Clause 17.1
----------	--

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

Representatives (GCC Clause 18)

GCC 18.1	There are no Special Conditions of Contract applicable to GCC Clause 18.1
GCC 18.2.2	There are no Special Conditions of Contract applicable to GCC Clause 18.2.2

Project Plan (GCC Clause 19)

GCC 19.1	<p>Chapters in the Project Plan shall address the following subject:</p> <ul style="list-style-type: none"> (i) <i>Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);</i> (ii) <i>Implementation Sub-Plan;</i> (iii) <i>Integration and Data Migration Sub-Plan;</i>
----------	--

	<p>(iv) <i>Training Sub-Plan;</i></p> <p>(v) <i>Quality Management Sub-Plan; (QMP)</i></p> <p>(vi) <i>Testing Sub-Plan;</i></p> <p>(vii) <i>Warranty Defect Repair and Technical Support Service Sub-Plan</i></p> <p>Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements.</p>
GCC 19.6	<p><i>The Supplier shall submit to the Purchaser:</i></p> <p>(i) <i>Interim report(s),</i></p> <p>(ii) <i>Final report(s),</i></p> <p>(iii) <i>and other documents according to the Technical requirements (including Implementation Schedule) in Section VII.</i></p>
GCC 19.7	<p>There are no Special Conditions of Contract applicable to GCC Clause 19.7.</p>

Design and Engineering (GCC Clause 21)

GCC 21.3.1	<p>There are no Special Conditions of Contract applicable to GCC Clause 21.3.1.</p>
------------	--

Procurement, Delivery, and Transport (GCC Clause 22)

GCC 22.5	<p>There are no Special Conditions of Contract applicable to GCC Clause 22.5.</p>
----------	--

Product Upgrades (GCC Clause 23)

GCC 23.4	<p>There are no Special Conditions of Contract applicable to GCC Clause 23.4.</p>
----------	--

Inspections and Tests (GCC Clause 25)

GCC 25	<p>There are no Special Conditions of Contract applicable to GCC Clause 25.</p>
--------	--

Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	<p>There are no Special Conditions of Contract applicable to GCC Clause 27.2.1.</p>
------------	--

F. GUARANTEES AND LIABILITIES

Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 28.2.</i></p> <p>Note: The Liquidated damages milestones are specified in the Implementation Schedule.</p>
GCC 28.3	<p>Liquidated damages payable under GCC Clause 28.2 shall be applied to the failure in Delivery or Installation of the relevant Subsystem / Component/ Item as indicated in the Implementation Schedule.</p>

Defect Liability (GCC Clause 29)

GCC 29.1	<p>There are no Special Conditions of Contract applicable to GCC Clause 29.1.</p>
GCC 29.4	<p>The Warranty Period for the Information System (Software) shall commence from the date of Operational Acceptance of the System and shall extend for 54 weeks.</p>
GCC 29.10	<p>There are no Special Conditions of Contract applicable to GCC Clause 29.10</p>

Functional Guarantees (GCC Clause 30)

GCC 30	<p>There are no Special Conditions of Contract applicable to GCC Clause 30.</p>
--------	--

Intellectual Property Rights Indemnity (GCC Clause 32)

GCC 32	<p>There are no Special Conditions of Contract applicable to GCC Clause 32.</p>
--------	--

G. RISK DISTRIBUTION

Insurances (GCC Clause 37)

GCC 37.1 (c)	<p>The Supplier shall obtain Third-Party Liability Insurance</p> <p>(i) covering bodily injury or death suffered by third parties (including the Purchaser's personnel), occurring in connection with the supply and installation of the Information System, in the amount of US\$1,000/person without deductible;</p> <p>(ii) covering loss of or damage to property (including the Purchaser's property and any Subsystems that have been accepted by the Purchaser), occurring in connection with the supply and installation of the Information System, in amount of US\$100,000/occurrence without limit of a number of occurrences.</p> <p>The Insurance shall cover the period from relative to the Effective Date of the Contract until its completion.</p>
GCC 37.1 (e)	There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).

H. CHANGE IN CONTRACT ELEMENTS

Changes to the System (GCC Clause 39)

GCC 39.4	<p>Value Engineering</p> <p>The Purchaser will not consider a Value Engineering Proposal.</p>
----------	--

I. SETTLEMENT OF DISPUTES

Settlement of Disputes (GCC Clause 43)

GCC 43.1.4	The Appointing Authority for the Adjudicator is: not applicable.
GCC 43.2.3	If the Supplier is from outside the Purchaser's Country arbitration proceedings shall be conducted in accordance with the rules of arbitration

	<p>of UNCITRAL. These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract.</p> <p>If the Supplier is a national of the Purchaser's Country, any dispute between the Purchaser and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of the Purchaser's country.</p>
<p style="text-align: center;">J. CYBER SECURITY</p> <hr/>	
<p style="text-align: center;">Cyber Security (GCC Clause 44)</p>	
GCC 44.1	Cyber Security applies.

SECTION X - CONTRACT FORMS

Notes to Proposers on working with the Sample Contractual Forms

The following forms are to be completed and submitted by the successful Proposer following receipt of the Letter of Acceptance from the Purchaser: (i) Contract Agreement, with all Appendices; (ii) Performance Security; and (iii) Advance Payment Security.

- **Contract Agreement:** In addition to specifying the parties and the Contract Price, the Contract Agreement is where the: (i) Supplier Representative; (ii) if applicable, agreed Adjudicator and his/her compensation; and (iii) the List of Approved Subcontractors are specified. In addition, modifications to the successful Proposer's Proposal Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's Proposal prices to correct errors, adjust the Contract Price to reflect – if applicable - any extensions to Proposal validity beyond the last day of original Proposal validity plus 56 days, etc.
- **Performance Security:** Pursuant to GCC Clause 13.3, the successful Proposer is required to provide the Performance Security in the form contained in this section of this request for proposals document and in the amount specified in accordance with the SCC.
- **Advance Payment Security:** Pursuant to GCC Clause 13.2, the successful Proposer is required to provide a bank guarantee for the full amount of the Advance Payment - if an Advance Payment is specified in the SCC for GCC Clause 12.1 - in the form contained in this section of this request for proposals document or another form acceptable to the Purchaser. If a Proposer wishes to propose a different Advance Payment Security form, it should submit a copy to the Purchaser promptly for review and confirmation of acceptability before the proposal submission deadline.

The Purchaser and Supplier will use the following additional forms during Contract implementation to formalize or certify important Contract events: (i) the Installation and Operational Acceptance Certificates; and (ii) the various Change Order forms. These and the procedures for their use during performance of the Contract are included in the request for proposals document for the information of Proposers.

Table of Contract Forms

Notification of Intention to Award	467
Beneficial Ownership Disclosure Form	471
Letter of Acceptance	473
1. Contract Agreement	474
Appendix 1. Supplier’s Representative.....	478
Appendix 2. Adjudicator.....	479
Appendix 3. List of Approved Subcontractors	480
Appendix 4. Categories of Software	481
Appendix 5. Custom Materials	482
Appendix 6. Revised Price Schedules	483
Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments	484
2. Performance and Advance Payment Security Forms.....	485
2.1 ...Performance Security Form (Bank Guarantee).....	486
2.2 ...Advance Payment Security Bank Guarantee	488
3. Installation and Acceptance Certificates	490
3..... Installation and Acceptance Certificates.....	490
3.1 ...Installation Certificate.....	491
3.2 ...Operational Acceptance Certificate	492
4. Change Order Procedures and Forms.....	493
4.1 ...Request for Change Proposal Form	494
4.2 ...Change Estimate Proposal Form.....	496
4.3 ...Estimate Acceptance Form	497
4.4 ...Change Proposal Form.....	498
4.5 ...Change Order Form	500
4.6 ...Application for Change Proposal Form	502

NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Proposer that submitted a Proposal, unless the Proposer has previously received notice of exclusion from the process Proposer.]

[Send this Notification to the Proposer's Authorized Representative named in the Proposer Information Form]

For the attention of Proposer's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all participating Proposers. The Notification must be sent to all Proposers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[specify email / fax]* on *[specify date]* (local time)

Notification of Intention to Award

Purchaser: *[insert the name of the Purchaser]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFP is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFP No: *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Proposer

Name:	[insert name of successful Proposer]
Address:	[insert address of the successful Proposer]
Contract price:	[insert contract price of the successful Proposer]
Total combined score:	[insert the total combined score of the successful Proposer]

2. Other Proposers *[INSTRUCTIONS: insert names of all Proposers that submitted a Proposal, Proposal prices as read out and evaluated, technical scores and combined scores.]*

Name of Proposer	Technical Score (If applicable)	Proposal price	Evaluated Proposal Cost	Combined Score
[insert name]	[insert Technical score]	[insert Proposal price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Proposal price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Proposal price]	[insert evaluated cost]	[insert combined score]

3. Reason/s why your Proposal was unsuccessful *[Delete if the combined score already reveals the reason]*

[INSTRUCTIONS; State the reason/s why this Proposer's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Proposer's Proposal or (b) information that is marked confidential by the Proposer in its Proposal.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Proposer, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Purchaser]*

Email address: *[insert email address]*

Fax number: *[insert fax number or state “not applicable”]*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Proposer, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Purchaser]*

Email address: *[insert email address]*

Fax number: *[insert fax number or state “not applicable”]*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

For more information see the “[Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](#) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](#)” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Proposer who submitted a Proposal in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:

Signature: _____

Title/position: *[insert title/position]*

Agency: *[insert name of Purchaser]*

Email address: *[insert email address]*

Telephone number: *[insert telephone number]*

BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Proposer. In case of joint venture, the Proposer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Proposer is any natural person who ultimately owns or controls the Proposer by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Proposer*

RFP No.: *[insert number of RFP process]*

Request for Proposals No.: *[insert **identification**]*

To: *[insert **complete name of Purchaser**]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Proposer (Yes / No)

<i>[include full name (last, middle, first), nationality, country of residence]</i>			
---	--	--	--

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Proposer

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Proposer shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Proposer]

Name of the Proposer: **[insert complete name of the Proposer]*

Name of the person duly authorized to sign the Proposal on behalf of the Proposer: ***[insert complete name of person duly authorized to sign the Proposal]*

Title of the person signing the Proposal: *[insert complete title of the person signing the Proposal]*

Signature of the person named above: _____

Date signed *[insert ordinal number]* day of *[insert month]*, *[insert year]*

* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer. In the event that the Proposer is a joint venture, each reference to “Proposer” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal Schedules.

LETTER OF ACCEPTANCE

Purchaser: *[insert the name of the Purchaser]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFP is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFP No: *[insert RFP reference number from Procurement Plan]*

Date: *[insert Date]*

To: *[insert Name of Proposer]*

This is to notify you that your Proposal dated *[insert Date]* for execution of the *[insert brief description of the Information System]* for the Contract Price in the aggregate of *[insert amount in figures]* (*[insert amount in words]*), as corrected and modified in accordance with the Instructions to Proposers is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with ITP 47.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the request for proposals document.

Authorized Signature: _____

Name and Title of Signatory: *[insert Name and Title]*

Name of Agency: *[insert Purchaser Name]*

Attachment: Contract Agreement

1. CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW IT IS HEREBY AGREED as follows:

- | | |
|--------------------|--|
| Article 1. | 1.1 Contract Documents (Reference GCC Clause 1.1 (a) (ii)) |
| Contract Documents | <p>The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:</p> <ol style="list-style-type: none"> (a) This Contract Agreement and the Appendices attached to the Contract Agreement (b) Special Conditions of Contract (c) General Conditions of Contract (d) Technical Requirements (including Implementation Schedule) (e) The Supplier’s proposal and original Price Schedules (f) Code of Conduct for Supplier’s Personnel |

(g) [*Add here: any other documents*]

1.2 Order of Precedence (Reference GCC Clause 2)

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

1.3 Definitions (Reference GCC Clause 1)

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

Article 2.

Contract Price and Terms of Payment

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

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

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

Article 3.

Effective Date for Determining Time for Operational Acceptance

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

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

- (a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;
- (b) The Supplier has submitted to the Purchaser the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause 13.3;
- (c) The Purchaser has paid the Supplier the advance payment, in accordance with GCC Clause 12;

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

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

Article 4.

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

Appendixes

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

APPENDIXES

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

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

For and on behalf of the Purchaser

Signed:

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

in the presence of

For and on behalf of the Supplier

Signed:

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

in the presence of

CONTRACT AGREEMENT

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

BETWEEN

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

and

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

Appendix 1. Supplier's Representative

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

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

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

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

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

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

Appendix 2. Adjudicator

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

Name: [*insert: name*]

Title: [*insert: title*]

Address: [*insert: postal address*]

Telephone: [*insert: telephone*]

In accordance with GCC Clause 43.1.3, the agreed-upon fees and reimbursable expenses are:

Hourly Fees: [*insert: hourly fees*]

Reimbursable Expenses: [*list: reimbursables*]

Pursuant to GCC Clause 43.1.4, if at the time of Contract signing, agreement has not been reached between the Purchaser and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

Appendix 4. Categories of Software

The following table assigns each item of Software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software and to one of the two categories: (i) Proprietary or (ii) Open Source. The Parties hereby agree that only third party Software shall be eligible to qualify as Standard Software.

For the purposes of this Appendix third party Software shall mean software Intellectual Property Rights to which are existing at the time of entry into this Agreement and are not owned by the Supplier and are to have an assisting function in the operation of the final product without limiting Purchasers ability to further customize the product for other public service use cases.

	(select one per title)			(select one per title)		(select one per title)	
Title	System	General-Purpose	Application	Standard	Custom	Proprietary	Open Source
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							

Appendix 5. Custom Materials

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

Custom Materials
<i>[insert Title and description]</i>
<i>[insert Title and description]</i>
<i>[insert Title and description]</i>
<i>[insert Title and description]</i>
<i>[insert Title and description]</i>

Appendix 6. Revised Price Schedules

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Proposal. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's proposal price, pursuant to the ITP Clauses 30.3 and 38.2.

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

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

2. PERFORMANCE AND ADVANCE PAYMENT SECURITY FORMS

2.1 Performance Security Form (Bank Guarantee)

(Bank Guarantee)

[The bank, as requested by the successful Proposer, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

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

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

Date: *[insert: **date**]*

PERFORMANCE GUARANTEE No.: *[insert: **Performance Guarantee Number**]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

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

At the request of the Applicant, we as Guarantor hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert: **amount(s)¹ in figures and words**]* such sum being payable in the types and proportions of currencies which the Contract Price is payable upon receipt by us of the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the contract without the Beneficiary needing to prove or to show grounds or reasons for their demand or the sum specified therein.

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

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

guarantee)] from the date of the Operational Acceptance Certificate for the System,¹ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under 15 (a) is hereby excluded.

[Signature(s)]

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]

¹ *In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.*

2.2 Advance Payment Security Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[insert: Advance Payment Guarantee Number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that on *[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for *[insert: title and/or brief description of the Contract]* (hereinafter called "the Contract") to *[insert: complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert: amount in numbers and words, for each currency of the advance payment]* is to be made to the Supplier against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*)¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

credited to the Applicant on its account number *[insert **number**]* at *[insert **name and address of Applicant's bank**]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that one hundred (100) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert **day**]* day of *[insert **month**]*, *[insert **year**]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]

3. INSTALLATION AND ACCEPTANCE CERTIFICATES

3. Installation and Acceptance Certificates

3.1 Installation Certificate

Date: [insert: **date**]

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

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

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

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

Dear Sir or Madam:

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

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

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

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [state: **“Contract Manager”** or specify a higher level authority in the Purchaser’s organization]

3.2 Operational Acceptance Certificate

Date: [insert: **date**]

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

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

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

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

Dear Sir or Madam:

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

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

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

For and on behalf of the Purchaser

Signed: _____

Date: [insert: **date**]

in the capacity of: [state: **“Contract Manager”** or specify a higher level authority in the Purchaser’s organization]

4. CHANGE ORDER PROCEDURES AND FORMS

Date: [*insert: date*]

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

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

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

General

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

Change Order Log

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

References to Changes

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

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

Annexes

- 4.1 Request for Change Proposal Form
- 4.2 Change Estimate Proposal Form
- 4.3 Estimate Acceptance Form
- 4.4 Change Proposal Form
- 4.5 Change Order Form
- 4.6 Application for Change Proposal Form

4.1 Request for Change Proposal Form

(Purchaser's Letterhead)

Date: [*insert: date*]

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

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

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

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

Attention: [*insert: name and title*]

Dear Sir or Madam:

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

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

Document or Drawing No.	Description
-------------------------	-------------
7. Detailed conditions or special requirements of the requested Change: [*insert: description*]
8. Procedures to be followed:
 - (a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
 - (b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.

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

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [state: **“Contract Manager”** or specify a higher level authority in the Purchaser’s organization]

4.2 Change Estimate Proposal Form

(Supplier's Letterhead)

Date: [insert: **date**]

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

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

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

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

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

Dear Sir or Madam:

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

1. Title of Change: [insert: **title**]
2. Request for Change No./Rev.: [insert: **number**]
3. Brief Description of Change (including proposed implementation approach): [insert: **description**]
4. Schedule Impact of Change (initial estimate): [insert: **description**]
5. Initial Cost Estimate for Implementing the Change: [insert: **initial cost estimate**]
6. Cost for Preparation of Change Proposal: [insert: **cost in the currencies of the Contract**], as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier

Signed:

Date:

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

4.3 Estimate Acceptance Form

(Purchaser's Letterhead)

Date: [insert: **date**]

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

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

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

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

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

Dear Sir or Madam:

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

1. Title of Change: [insert: **title**]
2. Request for Change No./Rev.: [insert: **request number / revision**]
3. Change Estimate Proposal No./Rev.: [insert: **proposal number / revision**]
4. Estimate Acceptance No./Rev.: [insert: **estimate number / revision**]
5. Brief Description of Change: [insert: **description**]
6. Other Terms and Conditions: [insert: **other terms and conditions**]

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

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [state: **“Contract Manager”** or specify a higher level authority in the Purchaser's organization]

4.4 Change Proposal Form

(Supplier's Letterhead)

Date: [insert: **date**]

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

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

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

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

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

Dear Sir or Madam:

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

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

Document or Drawing No.	Description
-------------------------	-------------
8. Estimate of the increase/decrease to the Contract Price resulting from the proposed Change: [insert: **amount in currencies of Contract**], as detailed below in the breakdown of prices, rates, and quantities.
 Total lump sum cost of the Change:
 Cost to prepare this Change Proposal (i.e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):
9. Additional Time for Achieving Operational Acceptance required due to the Change: [insert: **amount in days / weeks**]

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

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [*state: “**Supplier’s Representative**” or specify a other higher level authority in the Supplier’s organization*]

For and on behalf of the Supplier

Signed: _____

Date: [insert *date*]

in the capacity of: [state **“Supplier’s Representative”** or specify a higher level authority in the Supplier’s organization]

4.6 Application for Change Proposal Form

(Supplier's Letterhead)

Date: [insert: **date**]

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

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

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

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

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

Dear Sir or Madam:

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

1. Title of Change: [insert: **name**]
2. Application for Change Proposal No./Rev.: [insert: **number / revision**] dated: [insert: **date**]
3. Brief Description of Change: [insert: **description**]
4. Reasons for Change: [insert: **description**]
5. Order of Magnitude Estimation: [insert: **amount in currencies of the Contract**]
6. Schedule Impact of Change: [insert: **description**]
7. Effect on Functional Guarantees, if any: [insert: **description**]
8. Appendix: [insert: **titles (if any); otherwise state "none"**]

For and on behalf of the Supplier

Signed:

Date:

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