

# **Request for Proposals Information Systems**

**Design, Supply and Installation**

**(Two-Stage Request for Proposals, without Initial Selection)**

## Notice of Request for Proposals

### Stage 1

# Request for First Stage Proposals

## Information Systems

(Design, Supply, and Installation)

<b>Purchaser:</b>	<b>The Ministry of Justice of the Republic of Armenia and the Office of the Prime Minister of the Republic of Armenia</b>
<b>Project:</b>	<b>Fourth Public Sector Modernization Project (PSMP4)</b>
<b>Contract title:</b>	<b>Procurement of the New Business register and beneficial ownership declaration system</b>
<b>Country:</b>	<b>Republic of Armenia</b>
<b>Loan No.:</b>	<b>9338-AM</b>
<b>RFB No:</b>	<b>PSMP4-GO-RFP-1.2.4</b>
<b>Issued on:</b>	<b>July 4, 2023</b>

Dear Ladies and/or Gentlemen,

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 New Business register and beneficial ownership declaration system.
2. The Office of the Prime Minister of the Republic of Armenia now invites sealed Proposals from the following eligible Applicants for supply/development, installation, customization, testing, and technical support of the Procurement of the New Business register and beneficial ownership declaration system. The New Business Register and Beneficial Ownership Declaration System should be implemented for the Agency for State Register of Legal Entities which is the agency operating as part of the Ministry of Justice of the Republic of Armenia.
3. The wider objective of the new system and the legislative reforms that it might bring will mainstream the rights of owners, increase transparency and improve all aspects of “starting and doing business” practices. The new system should become one of the core services of the entire “starting and running a business” life event, including the protection of owners’ rights. The entrepreneur is expected to have the opportunity to get all

necessary information and carry out every step of registration, licensing, and authorizations online, as well as the owners and shareholders should have the self-service platform to operationalize their rights of ownership and decision-making. The procurement 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 RFP document during office hours 09.00 to 18.00 local time at the address given below.
5. The RFP 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 RFP document may be downloaded (on a free-of-charge basis) also from the [www.gnumner.am](http://www.gnumner.am) website.

([https://gnumner.minfin.am/hy/page/bac\\_mrcuyti\\_haytararutyun\\_ev\\_hraver/](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 RFP document. In any case, if there is a discrepancy between a hard copy and an electronic one, the hard copy will prevail.

6. A two-stage RFP process will be used which will proceed as follows:
  - (a) The first stage process will consist of the submission of a technical Proposal only, without any reference to prices. Following the evaluation of first stage Proposals, a Proposer that has submitted a sufficiently responsive Technical Proposal may be invited to attend a clarification meeting(s), during which the Proposer’s Proposal will be reviewed. Any required Proposal-specific changes, additions, deletions and other adjustments will be noted and recorded in a memorandum, or, if amendments are of a general nature, will be promulgated via an addendum to the RFP documents. Following the clarification meetings, Proposers may not be invited to submit second stage Proposals, if their first stage proposals contain departures from the requirements to the extent that it cannot be expected to be responsive through the 2nd stage RFP process. All other suitably qualified and eligible Proposers shall receive invitations to submit second stage Proposals.
  - (b) The second stage process will consist of the submission and evaluation of: (i), the updated technical part incorporating all changes required as recorded in the proposer-specific memorandum, and/or as necessary to reflect any Addenda to the RFP documents issued subsequent to the first-stage; and (ii), the financial part.
7. First Stage Proposals must be delivered to the address below on or before August 18, 2023, at 15:00 local time. **Electronic Procurement will not be permitted.** Late Proposals will be rejected. Proposals will be publicly opened in the presence of the

Proposers' designated representatives and anyone who chooses to attend at the address below on August 18, 2023, at 15:00 local time.

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 RFP 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

**Notice of Request for Proposals**  
**Stage 2 Template**

**Request for Second Stage Proposals**  
**Information Systems**  
**(Design, Supply, and Installation)**  
**(After Stage 1, First Stage RFPs)**

<b>Purchaser:</b>	<b>The Ministry of Justice of the Republic of Armenia and the Office of the Prime Minister of the Republic of Armenia</b>
<b>Project:</b>	<b>Fourth Public Sector Modernization Project (PSMP4)</b>
<b>Contract title:</b>	<b>Procurement of the New Business register and beneficial ownership declaration system</b>
<b>Country:</b>	<b>Republic of Armenia</b>
<b>Loan No.:</b>	<b>9338-AM</b>
<b>RFB No:</b>	<b>PSMP4-GO-RFP-1.2.4</b>
<b>Issued on:</b>	<b>[RFP issue date], 2023</b>

To: *[Proposer's name and address]*

Dear Ladies and/or Gentlemen,

1. We hereby inform you that you are invited to submit a sealed second stage Proposal for the execution and completion of the Contract cited above for which you submitted a first stage Proposal on *[insert: date of submission of first stage Proposal]*, that was reviewed *[if applicable, add “and discussed during the clarification meeting(s) held on [insert: date(s)]”]* and has been found sufficiently technically responsive to the requirements of the first stage.
2. Your second stage Proposal should include an updated technical Proposal *[if appropriate, replace by or add: “and/or accepted and updated alternative technical Proposal(s)”]* reflecting (a), any addenda to the RFP documents issued to all Proposers invited to the second stage together with the invitation or subsequently, as well as (b), the memorandum, if any, specific to your Proposal and titled “Changes Required Pursuant to First Stage Evaluation.” Addendum and/or memorandum, if applicable, are listed at the end of, and are included with, this invitation. The second stage Proposal should also include the Financial Parts such as, Proposal price, price schedules, Proposal security, etc., as detailed in the RFP documents. The technical and financial parts of the second stage proposals shall be submitted in two separate envelopes

3. The proposal shall be submitted no later than *[insert: time, date and address for second stage Proposal submission]*.<sup>1</sup> Electronic Procurement will not be permitted. Late Proposals will be rejected. The 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 *[insert time and date]*.
4. The financial part shall be opened in public unless Best and Final Offer (BAFO) or negotiations apply in which case the Financial Parts will not be opened in public and will be opened in the presence of a probity auditor appointed by the Purchaser.
5. The Proposal shall be valid, until [insert date] [120 days, after the Stage 2 RFP issue date] or any extended date if amended by the Purchaser in accordance with the RFP. *[insert day, month and year, taking into account reasonable time needed to complete the proposal evaluation, obtain necessary approvals and the Bank's No-objection (if subject to prior review).] [To minimize the risk of errors by proposers, the proposal validity period is a specific date and not linked to the deadline for submission of proposals.]*
6. All Proposals must be accompanied by a Proposal Security (Bank Guarantee) of EURO 20000 or an equivalent amount in freely convertible currency or an equivalent amount in AMD.
7. Please confirm receipt of this letter immediately in writing by electronic mail or fax. If you do not intend to submit proposal, we would appreciate being so notified in writing at your earliest opportunity.

Yours truly,

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

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<sup>1</sup> The time given to invited Proposers for the preparation of their second stage Proposals should be adequate for the effort needed to update their first stage Proposals in line with any addendum issued with the invitation and any Proposer-specific memoranda, the expected complexity of price schedules, and any other factors that may be relevant. However, the allotted time should normally not be less than four weeks so that Proposers have at least one week for the submission of any further clarification questions.

The dates of the deadline for Proposal submission and of Proposal opening should be the same, and the time for proposal opening should be same or immediately after the time for proposal submission'.

The period should be sufficient to permit completion of the second stage Proposal evaluation, review of the recommended selection by the Bank if required, obtaining of approvals and notification of award. A realistic period (e.g., not less than sixty [60] days) should be specified in order to avoid the need for extension.

ENCLOSURE(S): [if appropriate, insert:

1. Addendum No. [insert: number of the addendum] to the RFP documents and/or
2. Memorandum for [name of Proposer as taken from the top of this invitation] of Changes Required Pursuant to First Stage Evaluation

or state: There are no enclosures

# **Request for Proposals Information Systems**

**Design, Supply and Installation**  
(Two-Stage RFP, after First Stage RFP)

**Procurement of the New Business register and  
beneficial ownership declaration system**

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<b>Purchaser:</b>	<b>The Ministry of Justice of the Republic of Armenia and the Office of the Prime Minister of the Republic of Armenia</b>
<b>Project:</b>	<b>Fourth Public Sector Modernization Project (PSMP4)</b>
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## 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 RFP 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 RFP document definitions and interpretations shall be as prescribed in the Section VIII, General Conditions of Contract.
- 1.3 Throughout this RFP 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

- 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 RFP document is issued.
- 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 proceeds of the Loan (or other financing).

**3. Fraud and Corruption**

- 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.
- 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, 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 RFP 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 RFP 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 RFP 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 Project 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 RFP 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 RFP 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, submit proposal 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 A Proposer shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.10 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 RFP 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.

**6. Qualifications of the Proposer**

- 6.1 By submission of documentary evidence in its Proposal, the Proposer must establish to the Purchaser’s satisfaction:
- (a) that it continues to meet the qualification criteria. The Proposer shall, as part of its Proposal, update any information submitted with its application for Initial Selection;
  - (b) that for all powered (active) hardware and/or software components of the Information System which the Proposer does not itself produce, the Proposer must be duly authorized by the producer to supply those components in the Purchaser’s country under the Contract(s) that may result from this procurement. 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.);

- (c) that if a Proposer proposes Subcontractors for design, implementation, data conversion, training, warranty repair, maintenance and/or technical support (or other such key services) the Proposer must document that these Subcontractors have agreed in writing to serve for the Proposer under the Contract(s) that may result from this procurement by including Subcontractor Agreement in the Proposal (based on the sample found in the Sample Proposal Forms in Section IV.); and
- (d) that, in the case of a Proposer not doing business within the Purchaser's country, the Proposer 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 Technical Requirements (including any response time, problem-resolution norms or other aspects that may be specified in the Contract).

- 6.2 If a Proposer intends to subcontract major items of supply or services, it shall include in the Proposal details of the name and nationality of the proposed Subcontractor for each of those items and shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITP 4, and that any Goods or Services components of the Information System to be provided by the Subcontractor comply with the requirements of ITP 5 and the related evidence required by ITP 13.1 (c) (iii) and/or 29.2 (d) (ii) is submitted. Proposers are free to list more than one Subcontractor against each item. Quoted rates and prices will be deemed to apply, whichever Subcontractor is appointed, and no adjustment of the rates or prices will be permitted. The Purchaser reserves the right to delete any proposed Subcontractor from the list. This shall be done prior to Contract signature, by deleting such unacceptable Subcontractors from Appendix 3 to the Contract Agreement, which shall list the approved Subcontractors for each item prior to Contract signature. Subsequent additions and deletions from the list of approved Subcontractors shall be performed in accordance with GCC Clause 20 (as revised in the SCC, if applicable) and Appendix 3 to the Contract Agreement. For the purposes of these RFP documents, a Subcontractor is any vendor or service provider with whom the Proposer contracts for the supply or execution of any part of the Information System to be provided by the Proposer under the

Contract (such as the supply of major hardware, software, or other components of the required Information Technologies specified, or the performance of related Services, e.g., software development, transportation, installation, customization, integration, commissioning, training, technical support, maintenance, repair, etc.).

## **B. CONTENTS OF RFP DOCUMENT**

### **7. Sections of RFP Document**

7.1 The RFP 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 9:

#### **PART 1 Request for Proposal 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

7.2 The Specific Procurement Notice, Request for Proposals (RFP) issued by the Purchaser is not part of this RFP document.

- 7.3 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 RFP document in accordance with ITP 9. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 7.4 The Proposer is expected to examine all instructions, forms, terms, and specifications in the RFP document and to furnish with its Proposal all information or documentation as is required by the RFP document.
- 8. Clarification of RFP Document, Site Visit, Pre-Proposal Meeting**
- 8.1 A Proposer requiring any clarification of the RFP 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 8.4. The Purchaser will respond 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 RFP document in accordance with ITP 7.3, 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 RFP document as a result of a request for clarification, it shall do so following the procedure under ITP 9 and ITP 28.1
- 8.2 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.
- 8.3 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.
- 8.4 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.

8.5 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.

8.6 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 RFP document in accordance with ITP 7.3. Any modification to the RFP 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 9 and not through the minutes of the pre-Proposal meeting.

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

**9. Amendment of RFP Document**

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

9.2 Any addendum issued shall be part of the RFP document and shall be communicated in writing to all who have obtained the RFP document from the Purchaser in accordance with ITP 7.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITP 8.1.

9.3 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 20.2 and ITP 37.2.

**10. Cost of Proposals**

10.1 The Proposer shall bear all costs associated with the preparation and submission of its Proposal, and the Purchaser will in no case be responsible or liable for those costs.

**11. Contacting the Purchaser**

11.1 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 Proposal, it should do so in writing.

11.2 If a Proposer tries to directly influence the Purchaser or otherwise interfere in the Proposal evaluation process and the Contract award decision, its Proposal may be rejected.

**12. Language of Proposals**

- 12.1 Unless otherwise specified **in the PDS**, the Proposal prepared by the Proposer and all correspondence and documents related to the Proposal exchanged by the Proposer and the Purchaser shall be written in the English Language, or, **if the PDS** so provides, in either one of two languages specified there. Any printed literature furnished by the Proposer as part of its Proposal may be in a language not specified **in the PDS**, as long as such literature is accompanied by a translation of its pertinent passages into the language of the Proposal, in which case, for purposes of interpretation of the Proposal, the translation shall govern.

**C. PREPARATION OF FIRST STAGE TECHNICAL PROPOSALS****13. Documents Comprising the Proposal**

- 13.1 The First Stage Technical-Only Proposal submitted by the Proposer shall comprise:

- (a) First Stage Technical-Only Proposal Submission Form, duly completed and signed by a person or persons duly authorized to bind the Proposer to the Proposal;
- (b) written confirmation authorizing the signatory of the Proposal to commit the Proposer, in accordance with ITP 18.2;
- (c) Attachments:

- (i) Attachment 1: Proposer's Eligibility

In the absence of prequalification, documents establishing to the Purchaser's satisfaction the Proposer's eligibility to submit proposal, including but not limited to documentary evidence that the Proposer is legally incorporated in a territory of an eligible source country as defined under ITP 5;

- (ii) Attachment 2: Proposer's Qualifications

Documentary evidence establishing to the Purchaser's satisfaction that the Proposer continues to meet the qualification requirements. The Proposer must provide evidence on any changes in the information submitted as the basis for initial selection or, if there has been no change at all in said information, a statement to this effect;

Any Manufacturer's Authorizations and Subcontractor Agreements in accordance with ITP 6.1 (b) and (c);

Documentary evidence regarding the Joint Venture partnership (if any) in accordance with ITP 4.1

(iii) Attachment 3: Proposed Subcontractors

A list of all major items of Goods or Services that the Proposer proposes to purchase or subcontract from others, and the name and nationality of the proposed Subcontractor, including vendors, for each of those items;

(iv) Attachment 4: Intellectual Property

A list of:

a. all Software included in the Proposer's Proposal, assigning each item to one of the software categories defined in GCC Clause 1.1 (c):

(A) System, General Purpose, and Application Software; and

(B) Standard and Custom Software.

b. all Custom Materials, as defined in GCC Clause 1.1 (c), included in the Proposer's 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 Clarification process (pursuant to ITP 27) and/or in accordance with GCC Clause 39 (Changes to the Information System) during the implementation of the Contract).

(v) Attachment 5: Conformity of the Information System to the RFP documents

Documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITP 16, that the Goods and Services components of the Information System to be supplied, installed,



and/or performed by the Proposer conform to the RFP documents;

(vi) Attachment 6: Deviations

Proposers shall give details of all deviations in their First Stage Technical-Only Proposal with respect to the contractual terms and conditions contained in the GCC and/or the SCC (including, but not restricted to, Intellectual Property Rights, Software licenses, liabilities, amount of performance security, governing law, etc.) and/or to the required technical features specified in the Technical Requirements, that they would like the Purchaser to consider during the evaluation of First Stage Technical Proposals and any Clarification Meeting(s) with the Proposer, pursuant to ITP 24 through ITP 27. The Purchaser will consider such proposed deviations, pursuant to ITP 25.1 (g);

Pursuant to ITP 27.8, the Proposer-specific memorandum titled “Changes Required Pursuant to First Stage Evaluation” shall indicate the Proposer’s deviations that are not acceptable to the Purchaser and which the Proposer must withdraw in its Second Stage Combined Technical and Financial Proposal – failure to do so would constitute grounds for the Proposal to be rejected pursuant to ITP 43.1;

Deviations that are acceptable to the Purchaser shall be incorporated into the RFP documents in the form of an Addendum to be distributed, together with the Invitation for Proposals – Second Stage Combined Technical and Financial Proposals, to all Proposers invited to submit a Second Stage Proposal;

(d) Any other documents as **specified in the PDS**.

**14. Alternative  
Technical  
Proposals**

- 14.1 Proposers shall note that they are permitted to propose technical alternatives with their first stage technical proposals in addition to or in lieu of the requirements specified in the RFP documents, provided they can document that the proposed technical alternatives are to the benefit of the Purchaser, that they fulfill the principal objectives of the contract, and that they meet the basic performance and technical criteria specified in the RFP documents.

- 14.2 Any alternative technical proposal submitted by Proposers as part of their first stage technical proposal will be the subject of clarification with the Proposer, pursuant to ITP 27.
- 15. Documents Establishing the Eligibility of the Information System**
- 15.1 To establish the eligibility of the Information System in accordance with ITP 5, Proposers shall provide documentary evidence consisting of a statement on the country of origin of the Information System offered.
- 16. Documents Establishing the Conformity of the Information System**
- 16.1 Pursuant to ITP 13.1 (v), the Proposer shall furnish, as part of its Proposal, documents establishing the conformity to the RFP 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 RFP documents includes:
- (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 interoperability of all components of the Information System as required by the RFP documents;
  - (c) an item-by-item commentary on the Purchaser's Technical Requirements demonstrating to what extent the proposer's solution is responsive to those requirements. In demonstrating responsiveness, the Proposer is encouraged to use the 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.
- (e) Any separate and enforceable contract(s) for Recurrent Cost items which **the PDS** for ITP 31.3 requires Proposers to Propose.

16.3 References to brand names or model numbers or national or proprietary standards designated by the Purchaser in the RFP documents are intended to be descriptive and not restrictive. 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 Purchaser's Requirements.

16.4 For their Second Stage Combined Technical and Financial Proposals, the invited Proposers are expected to offer the same brands, models, Subcontractors and other material provisions as proposed in the First Stage Technical-Only Proposal, unless changes are explicitly permitted or required in the Proposer-specific memorandum entitled "Changes Required Pursuant to First Stage Evaluation" pursuant to ITP 27.8, or are implied or triggered by Addenda to the RFP documents issued in the second stage. Proposers that deviate from their First Stage Technical-Only Proposals without specific endorsement by their memorandum or without a reason clearly established by Addenda issued in the second stage, place their Proposal at risk of being rejected.

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. First Stage  
Technical-  
Proposal  
Submission Form**

17.1 The Proposer shall complete the First Stage Technical-Only Proposal Submission Form furnished in the Sample Proposal Forms (Section IV) in the manner and detail indicated in this section and submit this form with the Proposal.

**18. Format and Signing of First Stage Proposal**

- 18.1 The Proposer shall prepare an original and the number of copies/sets of the Proposal **specified in the PDS**, clearly marking each one as: “FIRST STAGE TECHNICAL-ONLY PROPOSAL – ORIGINAL,” “FIRST STAGE TECHNICAL-ONLY PROPOSAL – COPY NO. 1,” “FIRST STAGE TECHNICAL-ONLY PROPOSAL -- COPY NO. 2,” etc., as appropriate. In the event of any discrepancy between the original and any copy, the original shall govern.
- 18.2 The original and all copies of the Proposal shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Proposer. The authorization must be in writing as specified **in the PDS** and included in the Proposal pursuant to ITP 13.1 (b). 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.
- 18.3 The Proposal shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Proposer, in which case such corrections shall be initialed by the person or persons signing the Proposal.
- 18.4 Signing and submission of a First Stage Technical-Only Proposal shall not bind or obligate the Proposer to submit a Second Stage Combined Technical and Financial Proposal.

**D. SUBMISSION OF FIRST STAGE TECHNICAL PROPOSALS****19. Sealing and Marking of First Stage Technical-Only Proposal**

- 19.1 The Proposer shall seal the original First Stage Proposal and each copy of the Proposal in separate envelopes, each containing the documents specified in ITP 13, and shall mark the envelopes as “First Stage Technical-Only Proposal – Original,” and “First Stage Technical-Only Proposal – Copy No. [number],” all duly marked as required in ITP 17.1. The envelopes shall be sealed in an outer envelope.
- 19.2 The inner and outer envelopes shall:
- (a) be addressed to the Purchaser, at the address given **in the PDS** for ITP 20.1; and
  - (b) bear the Contract(s) name, the Invitation for Proposals (RFP) title and number, as specified **in the PDS** for ITP 1.1 , and the statement “First Stage Technical-Only Proposal – Do Not Open Before [time and date],” to be

completed with the time and date specified **in the PDS** for ITP 20.1.

- 19.3 The inner envelopes shall each indicate the name and address of the Proposer to enable the Proposal to be returned unopened in case it is declared “late.”
- 19.4 If the outer envelope is not sealed and marked as required by ITP 19.1 and 19.2, the Purchaser will assume no responsibility for the Proposal’s misplacement or premature opening. If the outer envelope discloses the Proposer’s identity, the Purchaser will not guarantee the anonymity of the Proposal submission, but this disclosure will not constitute grounds for Proposal rejection.
- 20. **Deadline for Submission of First Stage Technical-Only Proposals**
  - 20.1 First Stage Technical Proposals must be received by the Purchaser at the address specified, and no later than the time and date specified, **in the PDS**. Proposers have the option of submitting their Proposals electronically if specified **in the PDS**.
  - 20.2 The Purchaser may, at its discretion, extend the deadline for submission of Proposals by amending the RFP documents in accordance with ITP 9.3, in which case all rights and obligations of the Purchaser and Proposers will thereafter be subject to the deadline as extended.
- 21. **Late Proposals**
  - 21.1 The Purchaser shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with ITP 20. Any Proposal received by the Purchaser after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.
- 22. **Withdrawal, Substitution, and Modification of Proposals**
  - 22.1 A Proposer may withdraw, substitute, or modify its Proposal after it has been submitted, and before the deadline for submission of proposals, by sending a written notice, duly signed by an authorized representative, including a copy of the authorization in accordance with ITP 18.2, (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 18 and ITP 19 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “First Stage Proposal - Withdrawal,” “First Stage Proposal - Substitution,” “First Stage Proposal - Modification,” and

- (b) received by the Purchaser prior to the deadline prescribed for submission of Proposals, in accordance with ITP 20.

## **E. OPENING AND EVALUATION OF FIRST STAGE TECHNICAL PROPOSALS**

### **23. Opening of First Stage Technical Proposals by Purchaser**

- 23.1 Except as in the cases specified in ITP 21 and ITP 22, 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, if permitted, shall be as specified **in the PDS**.
- 23.2 First, the written notice of withdrawal in the envelopes marked “First Stage Proposal - 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.
- 23.3 Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding First Stage Technical 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.
- 23.4 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.
- 23.5 Next, all remaining envelopes shall be opened one at a time, reading out the names of all Proposers and other such details as the Purchaser, at its discretion, may consider appropriate and recorded in the minutes of the First Stage Technical Proposal opening. The Purchaser will promptly convey these minutes in writing to all Proposers that met the deadline for submitting Proposals.
- 23.6 Only Proposals that are opened and read out at Proposal opening shall be considered further. The Purchaser shall neither discuss the merits of any Proposal nor reject any

Proposal (except for late Proposals, in accordance with ITP 21.1).

**24. Determination of Responsiveness of First Stage Technical Proposals**

24.1 The Purchaser will examine the First Stage Proposals, including any alternatives submitted by PROPOSERS, to determine whether they are complete, have been properly signed, and are generally in order.

24.2 The Purchaser will also determine if the Proposals contain departures from the requirements of the RFP documents (e.g., documentary evidence, responsiveness of the technical proposal, etc.) in such numbers or of such nature that the Proposal cannot reasonably be expected to become responsive within the framework of the two-stage process. In this case, the Purchaser, at its discretion, may exclude the Proposal from further consideration and not issue a Request for Proposals -- Second Stage to this Proposer. For all other Proposals, the Purchaser, through the detailed First Stage Proposal evaluation process, will identify and communicate to the Proposers, pursuant to ITP 27, all those areas for which their Proposals depart from the requirements

**25. Technical Evaluation of First Stage Technical-Only Proposals**

25.1 The Purchaser will carry out a detailed technical evaluation of each First Stage Technical Proposal that was determined to be responsive in accordance with to ITP 24, in order to determine whether the technical aspects of the Proposal are responsive to the requirements set forth in the RFP documents. In order to reach such a determination, the Purchaser will examine the information supplied by the Proposers, pursuant to ITP 13 to ITP 16, and in response to other requirements in the RFP documents, taking into account the following factors:

- (a) overall completeness and compliance with the Business and/or Functional Requirements; the technical merits of any alternatives offered, and deviations from the Business and/or Functional Requirements;
- (b) suitability of the Information System offered in relation to the conditions prevailing at the site; and the suitability of the implementation and other services proposed, as described in the Preliminary Project Plan included in the Proposal;
- (c) achievement of specified performance criteria by the Information System;
- (d) compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by Proposers, as evidenced by a

milestone schedule provided in the Preliminary Project Plan included in the Proposal;

- (e) long-term availability of maintenance services and of any critical consumable items necessary for the operation of the Information System;
- (f) any other relevant technical factors that the Purchaser deems necessary or prudent to take into consideration as specified in Section III- Evaluation and Qualification Criteria; and
- (g) any proposed deviations in the Proposal to the contractual provisions stipulated in the RFP documents.

25.2 The Purchaser will also review complete alternative technical proposals, if any, offered by the Proposer, pursuant to ITP 14, to determine whether such alternatives may constitute an acceptable basis for a Second Stage Proposal to be submitted on its own merits.

## **26. Evaluation of Proposer's Qualification**

26.1 The Purchaser shall ascertain to its satisfaction that, on the basis of updated documentary evidence submitted in accordance with **ITP 13.1 (c) (ii)**, the Proposer continues to be qualified to satisfactorily perform the Contract. If there are issues with the continued qualification of the proposer, the Purchaser may explore ways to address the issues with the Proposer during clarification meeting(s) pursuant to **ITP 27**.

26.2 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.

26.3 Any change in the structure or formation of a Proposer after being initially selected and invited to submit First Stage Proposals (including, in the case of a JV, any change in the structure or formation of any member and any change in any Specialized Subcontractor) shall be subject to the written approval of the Employer prior to the deadline for submission of First Stage 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 set forth in the Initial Selection Documents; (iii) no longer continues to be in the list of Initially Selected Proposers as a result of the Employer's re-evaluation of the Application in accordance with criteria specified in the Initial Selection Documents; or (iv) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the Notice of Request for Proposals for the First Stage.

**27. Discovery and Clarification of First Stage Technical Proposals and Review of Proposers' Proposed Deviations and Alternative Solutions**

- 27.1 The Purchaser may conduct clarification Meeting/Meetings with each responsive proposer to clarify aspects of the First Stage Technical Proposals that require explanation and to review any Proposer's proposed alternative solutions or reservations to the commercial or contractual provisions of the RFP documents. The purpose of the meetings shall be broad enough to permit discovery and clarification of technical aspects as well as commercial terms and conditions. Such a meeting shall review suitability of the proposed solutions.
- 27.2 During the discovery and clarification meetings, the Purchaser will be able to engage in a process to refine its requirements and identify appropriate changes to the technical and commercial terms. The Proposer may also bring to the Purchaser's attention any changes it would like to make to its First Stage proposal in the Second Stage Combined Technical and Financial Proposal.
- 27.3 There is no obligation upon the Proposer to attend a Clarification Meeting. If the Proposer is unable, or declines, to attend a Clarification Meeting, the Purchaser will undertake a reasonable effort to achieve the required clarification by correspondence with the Proposer or by other means such as audio or videoconference as may be available. Any reduction in the scope for obtaining complete clarification of a First Stage Technical Proposal due to having to use these alternative methods is at the Proposer's risk of its Proposal being rejected.
- 27.4 Unless specified **in the PDS**, the First Stage Technical Proposal clarification stage will not include live demonstrations and/or tests of the Proposer's proposed solution and products. However, **if the PDS** specifies such demonstrations and/or test they will be as described **in the PDS**, including whether they are mandatory - at the risk of

otherwise having the Proposal rejected - for Proposers invited to stage them, and the place for them. **If the PDS permits** Proposers to stage the tests and demonstrations away from the Purchaser's location, including outside the Purchaser's country, the Purchaser will bear all staff, travel and subsistence costs of its own team of attendees. However, the Purchaser will not be responsible for any and all costs of the Proposer in preparing, conducting and dismantling the tests and demonstrations.

27.5 The Purchaser will advise the Proposer, pursuant to **ITP 13.1 (c) (vi)**, of any deviations the Proposer made or proposed in the First Stage Technical Proposal that the Purchaser finds:

- (a) unacceptable and that must be withdrawn in the Second Stage Combined Technical and Financial Proposal;
- (b) acceptable and that will be incorporated into the RFP documents by way of an Addendum that shall be sent to all Proposers invited to submit a Second Stage Proposal.

If any deviation is waived for a proposer, the purchaser will ensure that this deviation is also waived for all other Proposers, as applicable.

27.6 Person or persons attending each Clarification Meeting on behalf of a Proposer should be duly authorized, through a written power of attorney, to represent the Proposer in the discussions and to reach agreement with the Purchaser on the specific changes in the Proposer's First Stage Technical Proposal that are required if the Proposer is to submit a Second Stage Technical and Financial Proposal. The Purchaser will not be responsible for any costs incurred by the Proposer's party for and in attending the Clarification Meeting(s). An invitation for, and attendance at, Clarification Meetings does not necessarily imply that the Proposer will be invited for the second stage. However, if Clarification Meetings are held, all Proposers that have been determined to be responsive in accordance with ITP 24 and ITP 25 will be offered the opportunity of such a meeting, even if their Proposals, in the Purchaser's opinion, do not require face to face clarification.

27.7 Neither the Proposer-specific memorandum pursuant to **ITP 27.8**, nor any minutes written of the Clarification Meeting(s) or any correspondence exchanged between a specific Proposer and the Purchaser, will be shared with other Proposers. Except for the memorandum, no requirements upon the Proposer's Second Stage Combined Technical and Financial Proposal

will be implied from any additional Proposer-specific minutes of meetings or correspondence. However, Purchaser and Proposer might use these documents, as appropriate, as clarification information in the second stage of Proposal preparation or evaluation, respectively.

- 27.8 At the end of the clarification process, the Purchaser will prepare a Proposer-specific memorandum entitled “Changes Required Pursuant to First Stage Evaluation” and conveyed this to the relevant Proposer as part of the Invitation for Proposals – Second Stage Combined Technical and Financial Proposal. The Purchaser will record in each Proposer-specific memorandum:
- (a) all changes to the First Stage Technical-Only Proposal and further elaborations required in the Second Stage Combined Technical and Financial Proposal;
  - (b) list any deviations pursuant to ITP 13.1 (c) (vi) and ITP 27.5 which are unacceptable to the Purchaser and which the Proposer must withdraw in the Second Stage Combined Technical and Financial Proposal;
  - (c) any Subcontractors which the Proposer must delete or replace, including justification for the deletion/replacement pursuant to ITP 6.2,
  - (d) the agreement between Purchaser and Proposer on the name of the Adjudicator; or the Purchaser’s proposal for replacing the previously nominated Adjudicator; or indicate no Adjudicator will be nominated, pursuant to ITP 66.
  - (e) If there is no requirement for any Proposer-specific changes for a Proposer, the Invitation for Proposals -- Second Stage will state so.

## **F. INVITATION TO SECOND STAGE COMBINED TECHNICAL AND FINANCIAL PROPOSALS**

### **28. Invitation to Submit Second Stage Combined Technical and Financial Proposals**

- 28.1 Having concluded the First Stage Technical evaluation (including any Clarification Meetings), the Purchaser:
- (a) may issue an Addendum to the RFP documents amending, among others, **PDS**, the SCC, and the Technical Requirements with the objective of improving competition without compromising the essential business needs and/or functional requirements (e.g., acceptable deviations brought to the Purchaser’s attention by one or more

Proposers; sharpened formulation of certain Technical Requirements; adjustments to the Implementation Schedule; etc.)

- (b) will either
  - (i) invite the Proposer to submit Second Stage Technical and Financial Proposal, with an updated technical Proposal (reflecting the Proposer-specific memorandum entitled “Changes Required Pursuant to First Stage Technical-Only Evaluation” and/or in Addenda to the RFP documents) and a corresponding financial Proposal, or
  - (ii) notify the Proposer that its Proposal has been rejected on the grounds of being non-responsive, or that the Proposer does not continue to meet the minimum qualification requirements set forth in the Initial Selection document.

28.2 Proposers invited to submit Second Stage Technical and Financial Proposals are required to promptly acknowledge to the Purchaser the receipt of the Invitation for Proposals -- Second Stage Technical and Financial Proposal and the attachments, if any, listed in it.

28.3 The deadline and address for the submission of Second Stage Technical and Financial Proposals will be specified in the Invitation for Proposals – Second Stage Technical and Financial Proposal. Similarly, required Proposal-securing Declaration or the amount of the required Proposal Security will also be communicated in the same Invitation.

28.4 Proposers are not allowed to form a Joint Venture with other Proposers, nor change the partner(s) or structure of the Joint Venture without the purchaser’s approval.

## **G PREPARATION OF SECOND STAGE TECHNICAL AND FINANCIAL PROPOSALS**

### **29. Documents Comprising the Second Stage Technical and Financial Proposal**

29.1 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. One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part.

29.2 The Technical Part shall comprise the following:

- (a) **Letter of Proposal:** Stage 2 Technical Part, in accordance to ITP 30.1;
- (b) **Security:** Proposal Security or Proposal Securing declaration, in accordance with ITP 33;
- (c) **Authorization:** written confirmation authorizing the signatory of the Proposal to commit the Proposer, in accordance with ITP 35.2;
- (d) **Attachments** (or updates thereto):
  - i) Attachment 1: Proposer's Eligibility and Qualification - documentary evidence establishing to the Purchaser's satisfaction that the Proposer continues to meet the qualification requirements. The Proposer must provide evidence on any changes in the information submitted as the basis for initial selection or, if there has been no change at all in said information, a statement to this effect; Any changes in the information submitted in the first stage technical proposal. The Proposer shall also provide any updated/missing Manufacturer's Authorizations, documentary evidence of non-exclusion from proposing software items, and/or Open Source software licenses and Subcontractor Agreements specified as required in the PDS for ITP 6.1 (b) and ITP 6.1 (c). Documentary evidence regarding the Joint Venture partnership (if any) in accordance with ITP 4.1.
  - ii) Attachment 2: Proposed Subcontractors - A list of all major items of Goods or Services that the Proposer proposes to purchase or subcontract from others, and the name and nationality of the proposed Subcontractor, including vendors, for each of those items;
  - iii) Attachment 3: Intellectual Property - A list of:
    - (1) all Software included in the Proposer's Proposal, assigning each item to one of the software categories defined in GCC Clause 1.1 (c):

- (A) System, General Purpose, and Application Software; and
  - (B) Standard and Custom Software.
- (2) all Custom Materials, as defined in GCC Clause 1.1 (c), included in the Proposer's 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).

- iv) Attachment 4: Conformity: documentary evidence establishing to the Purchaser's satisfaction, that the Goods and Services components of the Information System to be designed, supplied, installed, and/or performed by the Proposer conform to the RFP documents (and any Addendum and Proposer-specific memorandum "Changes Required Pursuant to First Stage Technical-Only Evaluation".

- (e) Other: any other document required in the PDS.

29.3 The First Stage Proposal on which the Second Stage Proposal is based, while not having to be resubmitted, remains an implied, integral part of the Second Stage Proposal. The Proposal validity period pursuant to ITP 34 will include any parts or provisions of the First Stage Proposal as referenced, assumed or implied by the Second Stage Proposal.

29.4 **The Financial Part** shall comprise the following:

- (a) **Letter of Proposal** – Stage 2 Financial Part: prepared in accordance with ITP 30;
- (b) **Price Schedules:** completed prepared in accordance with ITP 31 and ITP 32;
- (c) **Financial Disclosure:** The Proposer shall furnish in the Letter of Proposal information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Proposal; and
- (d) **Other:** any other document required in the **PDS**.

**30. Letter of Proposal, and Schedules**

30.1 The Proposer shall complete the Stage 2 Letter of Proposal – Technical Part and Stage 2 Letter of Proposal – Financial Part using the relevant forms furnished in Section IV, Proposer’s Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITP 18.3. All blank spaces shall be filled in with the information requested.

**31. Proposal Prices**

31.1 Unless otherwise specified in the **PDS**, Proposers shall quote for the entire Information System on a “single responsibility” basis such that the total Proposal price covers all the Supplier’s obligations mentioned in or to be reasonably inferred from the RFP including the design, manufacture, supply, installation, testing, pre-commissioning, commissioning of the Information System and, where so required in the RFP document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and any other items and services.

31.2 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.

31.3 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.
- 31.4 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 12 – Terms of Payment. Proposers may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables.
- 31.5 The price of items that the Proposer has included in its second stage technical proposal but left blank or not included in the cost tables provided in the Sample Proposal Forms shall be considered to be included in the price of other items.
- 31.6 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:**

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 31.7, whether the Bank Guarantee 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 31.6 (a) specifies CIP, and the named places of destination are the Project Sites.

31.7 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.

31.8 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 RFP documents (as, e.g., a requirement for the Proposer to include the travel and subsistence costs of trainees).

31.9 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.

**32. Proposal Currencies**

32.1 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**.

32.2 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.

- 32.3 Proposers may be required by the Purchaser to justify, to the Purchaser's satisfaction, their local and foreign currency requirements.

### 33. Securing the Proposal

- 33.1 The Proposer shall furnish as 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**.

- 33.2 A Proposal-Securing Declaration shall use the form included in Section IV, Proposal Forms.

- 33.3 If a Proposal Security is specified pursuant to ITP 33.1, 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 bank or 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 34.2**

- 33.4 If a Proposal Security or a Proposal-Securing Declaration is specified pursuant to ITP 33.1, any Proposal not accompanied

by a substantially responsive Proposal Security or Proposal-Securing Declaration shall be rejected by the Purchaser as non-responsive.

33.5 If a Proposal Security is specified in accordance with ITP 33.1, the Proposal Security of the Proposers shall be returned as promptly as possible once the successful Proposer has signed the Contract and furnished the required Performance Security.

33.6 The Proposal Security may be forfeited:

- (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:
  - (i) sign the Contract in accordance with ITP 64; or
  - (ii) furnish a performance security in accordance with ITP 65.

33.7 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.

33.8 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:
  - (i) sign the Contract in accordance with ITP 64; or
  - (ii) furnish a performance security in accordance with ITP 65.

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**.

**34. Period of Validity of Proposals**

- 34.1 Proposals shall remain valid until the date specified in the Request for Second Stage Proposals 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 Request for Second Stage Proposals or any extended date if amended by the Purchaser in accordance with ITP 8, shall be rejected by the Purchaser as nonresponsive.
- 34.2 In exceptional circumstances, prior to date of expiry of the Proposal validity, the Purchaser may request that the Proposers extend the date of validity until a specified date. The request and the responses to the request shall be made in writing. A Proposer may refuse the request without risking execution of the Proposal-Securing Declaration or forfeiting the Proposal Security. Except as provided in ITP 34.3, a Proposer agreeing to the request will not be required or permitted to modify its Proposal, but will be required to ensure that the Proposal remains secured for a correspondingly longer period, pursuant to ITP 33.4.
- 34.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Proposal validity specified in accordance with ITP 34.1, the contract price will be adjusted as specified in the **PDS**. Proposal evaluation will be based on the Proposal prices without taking into consideration the above correction.

**35. Format and Signing of Second Stage Technical and Financial Proposal**

- 35.1 The Proposer shall prepare an original and the number of copies/sets of the Proposal specified in the **PDS**, clearly marking each one as: “Stage 2 Proposal – Original” and “Stage 2 Proposal – copy”. In the event of any discrepancy between them, the original shall govern.
- 35.2 The original and all copies of the Proposal, each consisting of the documents listed in ITP 29.2, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Proposer. The authorization must be in writing and included in the Proposal pursuant to ITP 29.2 (c). 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.
- 35.3 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.

35.4 The Proposal shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Proposer, in which case such corrections shall be initialed by the person or persons signing the Proposal.

35.5 The Proposer shall furnish in the Technical and Financial Proposal Submission Forms (Section IV) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this procurement and to the execution of the Contract should the Proposer be successful.

## **H. SUBMISSION OF SECOND STAGE TECHNICAL AND FINANCIAL PROPOSALS**

### **36. Submission, Sealing and Marking of Proposals**

36.1 Unless the **PDS** states that Proposals are to be submitted electronically the following procedures shall apply.

(i) The Proposer shall deliver the Proposal in two separate, sealed envelopes. One envelope containing the Technical Part and the other the Financial Part. These two envelopes shall be enclosed in a sealed outer envelope and clearly marked “Stage 2 Proposal - Original”.

(ii) In addition, the Proposer shall prepare 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: Stage 2 Proposal Technical Part”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “Copies: Stage 2 Proposal Financial Part”. The Proposer shall place both of these envelopes in a separate, sealed outer envelope marked “Stage 2 Proposal - Copies”. In the event of any discrepancy between the original and the copies, the original shall prevail.

### **37. Deadline for Submission of Proposals**

37.1 Stage 2 Proposals must be received by the Purchaser at the address and no later than the date and time indicated in the Letter of Invitation to submit Stage 2 Proposals

37.2 The Purchaser may, at its discretion, extend this deadline for submission of Proposals by amending the RFP documents in accordance with ITP 9.3, in which case all rights and

obligations of the Purchaser and Proposers will thereafter be subject to the deadline as extended.

- 38. Late Proposals**      38.1 Any Proposal received by the Purchaser after the Proposal submission deadline as specified in the Invitation for Proposals – Second Stage Combined Technical and Financial Proposal, will be rejected and returned unopened to the Proposer.
- 39. Withdrawal, Substitution, and Modification of Stage 2 proposals**      39.1 A Proposer may withdraw, substitute, or modify its Proposal after it has been submitted, and before the deadline for submission of proposals, by sending a written notice, duly signed by an authorized representative, including a copy of the authorization in accordance with ITP 35.2, (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 35 and ITP 36 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Stage 2 Proposal - Withdrawal”; “Stage 2 Proposal – Substitution (“Technical Part” and/or “Financial Part” )”; “Stage 2 Proposal – Modification (“Technical Part” and/or “Financial Part” );” and
  - (b) received by the Purchaser prior to the deadline prescribed for submission of Proposals, in accordance with ITP 37.

## **I. SECOND STAGE: PUBLIC OPENING OF TECHNICAL PARTS**

- 40. Public Opening Second Stage of Technical Part**      40.1 The Purchaser shall conduct the Stage 2 public opening of Technical Parts in the presence of Proposers` designated representatives and anyone who chooses to attend, and at the address, date and time specified in the Letter of Invitation to submit Stage 2 Proposals. Any specific electronic Proposal opening procedures required if permitted, shall be as specified **in the PDS.**
- (a) First, the written notice of withdrawal in the envelopes marked “Stage 2 Proposal - 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.

- (b) Next, the envelopes marked “Stage 2 Proposal – Substitution-Technical Part” 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.
  - (c) Next, envelopes marked “Stage 2 Proposal – Modification – Technical Part” 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.
  - (d) Next, all other envelopes marked “Stage 2 Proposal – Technical Part” shall be opened one at a time. All envelopes marked “Stage 2 Proposal – 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 of the Proposals. On opening the Technical Part envelopes the Purchaser shall read out: the name of the Proposer and whether there is a modification; the presence or absence of a Proposal security or a Proposal-Securing Declaration; and any other details as the Purchaser may consider appropriate.
  - (e) No Proposal shall be rejected at the public opening except for late Proposals, in accordance with ITP 38.1.
- 40.2 The Purchaser shall prepare a record of the public opening that shall include, as a minimum: the name of the Proposer and whether there is a withdrawal, substitution, or modification. 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 who submitted Proposals in time, and posted online when electronic procurement is permitted.

## **J. SECOND STAGE: EVALUATION OF TECHNICAL PART**

- 41. Confidentiality**
- 41.1 Information relating to the evaluation of the Technical Part, shall not be disclosed to Proposers or any other persons not officially concerned with the RFP process until the Notification of evaluation of the Technical Part in accordance with ITP 45.
- 41.2 Any effort by a Proposer to influence the Purchaser in the evaluation of the Proposals may result in the rejection of its Proposal.
- 41.3 Notwithstanding ITP 45, 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 RFP process, it should do so in writing.
- 42. Clarification of Proposals**
- 42.1 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.
- 42.2 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.
- 43. Determination of Responsiveness**
- 43.1 The Purchaser's determination of a Proposal's substantial responsiveness is to be based on the contents of the Proposal itself. For purposes of this determination, a substantially responsive Proposal is one that (a) materially conforms with the First Stage Proposal and/or any alternative components or alternative Proposals which the Purchaser invited the Proposer to offer in its Second Stage Proposal, (b) incorporates the modifications, if any, listed in the Proposer-specific memorandum titled "Changes Required Pursuant to First Stage Evaluation" pursuant to ITP 27.8, and (c), reflects amendments, if any, to the RFP documents issued as Addenda together with or subsequent to the Invitation for Proposals -- Second Stage, pursuant to ITP 28.1.
- 43.2 Provided that a Proposal is substantially responsive, the Purchaser may waive any nonmaterial nonconformity in the Proposal.



- 43.3 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.
- 44. Evaluation of Technical Proposals**
- 44.1 The Purchaser's evaluation of technical proposals will be carried out as specified in Section III, Evaluation and Qualification Criteria.
- 44.2 The scores to be given to technical criteria and sub criteria are specified in the PDS.
- 45. Notification of evaluation of Technical Parts**
- 45.1 Following the completion of the evaluation of the Technical Parts of Proposals, the Purchaser shall make the following notifications.
- (a) Notify in writing those Proposers whose Proposals were considered substantially non-responsive to the requirements in the RFP, advising them of the following information:
- (i) the grounds on which their Technical Part has been considered to be non-responsive;
  - (ii) their envelope marked "Financial Part" will be returned to them unopened after the completion of the Proposal evaluation process and the signing of the Contract;
  - (iii) 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.
- (b) The Purchaser shall, simultaneously, notify in writing those Proposers whose Proposals were considered substantially responsive to the requirements in the RFP, advising them of

the following information:

- (i) their Proposal has been evaluated as substantially responsive to the RFP; and
- (ii) 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.

## K. SECOND STAGE: OPENING OF FINANCIAL PARTS

### 46. Public Opening of Financial Parts when BAFO or negotiations do not apply

46.1 When BAFO or negotiations do not apply as specified **in the PDS**, the Financial Parts will be opened in public by the Purchaser in the presence of Proposers, or their designated representatives, and anyone else who chooses to attend. Each envelope marked “Financial Part” shall be inspected to confirm that it has 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, the presence or absence of a Proposal Security or Proposal-Securing Declaration, if required and any other details as the Purchaser may consider appropriate. Only discounts read out at the public opening shall be considered for evaluation. The Letter of Proposal - Financial Part and the Price Schedules are to be initialed by representatives of the Purchaser attending the public opening in the manner specified in the **PDS**.

46.2 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 Proposers whose Financial Part was opened;

- (b) the Proposal prices, per lot (contract) if applicable, including any discounts.
- 46.3 The Proposers whose envelopes marked “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.
- 47. **Opening of Financial Parts when BAFO or negotiations apply**
  - 47.1 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.
  - 47.2 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.
  - 47.3 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.
  - 47.4 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.

## **L. SECOND STAGE: EVALUATION OF FINANCIAL PART**

- 48. **Arithmetic Correction**
  - 48.1 The Purchaser shall correct arithmetical errors on the following basis:
    - (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. 3.2 to 3.5 and the amount given in Schedule No. 3.1(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.

48.2 A Proposer shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITP 48.1 shall result in the rejection of the Proposal.

**49. Conversion to Single Currency**

49.1 For evaluation and comparison purposes, the currency(ies) of the Proposal shall be converted into a single currency as specified **in the PDS**.

**50. Margin of Preference**

50.1 No margin of domestic preference shall apply.

**51. Evaluation of Proposals Financial Part**

51.1 To evaluate each Proposal's Financial Part, the Purchaser shall consider the following:

- (a) the price of the hardware, Software, related equipment, products, Materials and other Goods offered from within or from outside the Purchaser's Country;
- (b) the price for all software development, transportation, insurance, installation, customization, integration, Commissioning, testing, training, technical support, repair, and other Services;
- (c) price adjustment for correction of arithmetic errors in accordance with ITP 48.1;
- (d) price adjustment due to discounts offered in accordance with ITP 46.1;
- (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITP 49; and
- (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.

- 51.2 If price adjustment is allowed in accordance with ITP 31.9, 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.
- 51.3 If this RFP 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.
- 52. Abnormally Low Proposals**
- 52.1 An Abnormally Low Proposal is one where the Proposal price, in combination with other elements of the Proposal, appears so low that it raises material concerns as to the capability of the Proposer to perform the Contract for the offered Proposal Price.
- 52.2 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 RFP document.
- 52.3 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.
- 53. Unbalanced or Front Loaded Proposals**
- 53.1 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 RFP document.
- 53.2 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.

## **M. STAGE 2: EVALUATION OF COMBINED TECHNICAL AND FINANCIAL PART**

- |   |  |
|---|--|
| <b>54. Evaluation of Combined Technical and Financial Proposals</b> | 54.1 The Purchaser's evaluation of responsive Second Stage 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 features and cost, and the discount rate for net present value calculations are <b>specified in the PDS</b> . The Purchaser will rank the proposals based on the evaluated proposal score.  |
| <b>55. Best and Final Offer (BAFO)</b>                              | <p>55.1 After completion of the combined technical and financial evaluation of proposals, If <b>specified in the PDS</b>, the Purchaser may invite those Proposers to submit their BAFOs. The procedure for submitting BAFOs will be <b>specified in the PDS</b>. 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.</p> <p>55.2 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.</p> |
| <b>56. Most Advantageous Proposal</b>                               | <p>56.1 The Most Advantageous Proposal is the Proposal of the Proposer that meets the Qualification Criteria, and whose Proposal has been determined to be:</p> <ul style="list-style-type: none"> <li>(a) substantially responsive to the RFP; and</li> <li>(b) the best evaluated Proposal i.e. the highest scoring Proposal, in the combined technical and financial evaluation.</li> </ul>   |
| <b>57. Negotiations</b>   | 57.1 If specified <b>in the PDS</b> , the Purchaser may conduct negotiations following the evaluation of Stage 2 Proposals and before the final contract award. The procedure of the negotiations will be <b>specified in the PDS</b> .  |

- 57.2 Negotiations shall be held in the presence of probity auditor appointed by the Purchaser.
- 57.3 Negotiations may address any aspect of the contract so long as they do not materially change the specified business function and performance requirements.
- 57.4 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.
- 58. Purchaser's Right to Accept Any Proposal, and to Reject Any or All Proposals**
- 58.1 The Purchaser reserves the right to accept or reject any Proposal, and to annul the RFP 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.
- 59. Standstill Period**
- 59.1 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 63. The Standstill Period commences the day after the date the Purchaser has transmitted to each Proposer (that has not already been notified that it has been unsuccessful) 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.
- 60. Notification of Intention to Award**
- 60.1 The Purchaser shall send to each Proposer (that has not already been notified that it has been unsuccessful) 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.

## **N. AWARD OF CONTRACT**

- 61. Award Criteria**      61.1 Subject to ITP 58.1, the Purchaser shall award the Contract to the Proposer with the Most Advantageous Proposal, provided that the Proposer is determined to be eligible and qualified to perform the Contract satisfactorily.
- 62. Notification of Award**      62.1 Prior to the date of expiry of the Proposal validity and upon expiry of the Standstill Period, specified in ITP 59.1 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 of award (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”).
- 62.2 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.

62.3 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.

62.4 Until a formal contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

**63. Debriefing by the Purchaser**

63.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITP 60, 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.

63.2 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.

63.3 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.

63.4 Debriefings of unsuccessful Proposers may be done in writing or verbally. Proposers shall bear their own costs of attending such a debriefing meeting.

**64. Signing of Contract**

64.1 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.

64.2 The successful Proposer shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.

64.3 Notwithstanding ITP 64.2 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.

## 65. Performance Security

65.1 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 of Contract, subject to ITP 53.2 (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 bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.

65.2 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 with the next Most Advantageous Proposal.

## 66. Adjudicator

66.1 Unless otherwise **stated in the PDS**, 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. 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**.

- 66.2 If a Proposer does not accept the Adjudicator proposed by the Purchaser, it should state its non-acceptance in its Proposal Submission 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.

**67. Procurement  
Related  
Complaint**

- 67.1 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: <b>PSMP4-GO-RFP-1.2.4</b></p> <p>The Purchaser is: <b>The Ministry of Justice of the Republic of Armenia and the Office of the Prime Minister of the Republic of Armenia</b></p> <p>The name of the RFP is: <b>Procurement of the New Business Register and Beneficial Ownership Declaration System</b></p> <p>The Purchaser <b>shall not</b> accept proposals for multiple lots under this RFP.</p> <p>The lots are: <b>Not applicable</b></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: <b>not applicable</b>.</p> <p>The electronic-procurement system shall be used to manage the following aspects of the Procurement process: <b>not applicable</b></p>
ITP 2.1	The Borrower is: <b>Republic of Armenia</b>
ITP 2.1	Loan or Financing Agreement amount: <b>EUR 26.5 million (29.9 US\$ equivalent)</b>
ITP 2.1	The name of the Project is: <b>Fourth Public Sector Modernization Project (PSMP4)</b>
ITP 4.1	Maximum number of members in the JV shall be: <b>3</b>
ITP 4.5	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .

<b>ITP 6.1 (a)</b>	<p>Replaced with: By submission of documentary evidence in its Proposal, the Proposer must establish to the Purchaser's satisfaction:</p> <ul style="list-style-type: none"> <li>- that it has the financial, technical, and production capability necessary to perform the Contract, meets the Qualification criteria/ Requirements specified in Section III- Evaluation and Qualification Criteria, and has a successful performance history.</li> </ul> <p>(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; only those of a Joint Venture partner will be considered.)</p>
<b>ITP 6.1 (b)</b>	<p>Additionally, Manufacturer's Authorizations must be submitted in compliance with the requirements outlined in Section III- Evaluation and Qualification Criteria. These documents should be provided in the form provided in Section IV.</p> <p>However, Manufacturer's Authorizations for powered hardware/computing hardware should be submitted in the second stage.</p>
<b>B. RFP Document</b>	
<b>ITP 8.1</b>	<p>For <b><u>Clarification of Proposal purposes</u></b> only, the Purchaser's address is:</p> <p>Attention: <b>Mr. Aharon Mkrtchyan, PSMP4 Project Manager</b></p> <p>Address: <b>Government House 1, Republic Square</b></p> <p>Floor/ Room number: <b>1-st Floor, Room 115, 117</b></p> <p>City: <b>Yerevan</b></p> <p>Postal Code: <b>0010</b></p> <p>Country: <b>Republic of Armenia</b></p> <p>Telephone: <b>(+374 10) 515931</b></p> <p>Electronic mail address: <b>info@psmp.am</b></p> <p>Requests for clarification should be received by the Purchaser no later than: <b>14 of days prior to the Proposals submission deadline.</b></p>
<b>ITP 8.1</b>	Web page: <b>www.gnumner.am website</b>
<b>ITP 8.4</b>	<p>A Pre-Proposal meeting <b>shall</b> take place at the following date, time and place:</p> <p>Date: August 4, 2023</p> <p>Time: 12:00 local time</p> <p>As per ITP 8.5, the Proposer is requested, as far as possible, to submit written questions to the Purchaser within one week prior to the meeting.</p> <p>Please use <a href="https://rb.gy/2b58z">the provided link (https://rb.gy/2b58z)</a> for registration requests.</p>

	<p>The pre-proposal meeting will be conducted online, and attendance is optional. The meeting link will be provided upon registration.</p> <p>A site visit conducted by the Purchaser <b>shall not</b> be organized.</p>
<b>C. Preparation of Proposals</b>	
<b>ITP 12.1</b>	<p>The language of the Proposal is: <b>English</b></p> <p>All correspondence exchange shall be in <b>English</b> language.</p> <p>Language for translation of supporting documents and printed literature is <b>English</b></p>
<b>ITP 13.1 (c) (ii)</b>	The Proposer shall submit with its Proposal the documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITP Clause 6, that the Proposer is qualified to perform the Contract if its Proposal is accepted.
<b>ITP 13.1 (d)</b>	<p>The Proposer shall submit with its Proposal the following additional documents:</p> <p>The additional documents shall include the following:</p> <p>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 additional requirements, including as necessary to take into account specific Contract issues/risks.</p>
<b>ITP 16.2 (a)</b>	<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"> <li>(i) <b>Project Organization and Management Plan Sub-Plan, including task, time, and resource schedules,</b></li> <li>(ii) <b>Delivery and Installation Sub-Plan,</b></li> <li>(iii) <b>System Integration Plan Sub-Plan,</b></li> <li>(iv) <b>Pre-commissioning and Appraisal Sub-Plan,</b></li> <li>(v) <b>Operational Acceptance and Testing Sub-Plan,</b></li> <li>(vi) <b>Warranty Defect Repair and Technical Support Service Sub-Plan</b></li> </ul>
<b>ITP 18.1 and ITP 36.1</b>	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.

<b>ITP 18.2, ITP 35.1 and ITP 35.2</b>	The written confirmation of authorization to sign on behalf of the Proposer shall consist of: <b>Either a document that certifies the signer's authorization or a power of attorney if such a document is not available.</b>
<b>D. Submission of First Stage Technical Proposals</b>	
<b>ITP 20.1</b>	<p>For <b><u>Proposal submission purposes</u></b> only, the Purchaser's address is:</p> <p>Attention: Mr. Aharon Mkrtchyan, PSMP4 Project Manager</p> <p>Street Address: Government House 1, Republic Square</p> <p>Floor/Room number: 1-st Floor, Room 115, 117</p> <p>City: Yerevan</p> <p>Postal Code: 0010</p> <p>Country: Republic of Armenia</p> <hr/> <p><b>The deadline for Proposal submission is:</b></p> <p>Date: <b><u>August 18, 2023</u></b></p> <p>Time: <b><u>15:00 local time</u></b></p> <hr/> <p>Office of the Prime Minister of RA</p> <p>Address: Government House 1, Republic Square (1-st Floor, Room 115, 117)</p> <p>Attn: Mr. Aharon Mkrtchyan, PSMP4 Project Manager</p> <p>City: Yerevan</p> <p>ZIP Code: 0010</p> <p>Country: Republic of Armenia</p> <p>Telephone: (+374 10) 515931</p>
<b>ITP 20.1 and ITP 36.1</b>	Proposers <b><i>shall not</i></b> have the option of submitting their Proposals electronically.
<b>ITP 23.1</b>	<p>The Proposal opening shall take place at:</p> <p>Office of the Prime Minister of RA</p> <p>Street Address: Government House 1, Republic Square</p> <p>Floor/Room number: 1-st Floor, Room 115, 117</p> <p>City : Yerevan</p> <p>ZIP Code: 0010</p> <p>Country: Republic of Armenia</p> <hr/> <p>Date: <b><u>August 18, 2023</u></b></p> <p>Time: <b><u>15:00 local time</u></b></p>

<b>ITP 23.1 and ITP 40.1</b>	The electronic Proposal opening procedures shall be: <i><b>not applicable</b></i>
<b>ITP 26.3</b>	Not applicable
<b>ITP 27.4</b>	As part of the first stage clarification process, the Proposer may be invited to present proposed Information System to the Purchaser, conducting demo, if available, showcasing its functionality.
<b>ITP 28.1 (b) (ii)</b>	The Purchaser notify the Proposer that its Proposal has been rejected on the grounds of being non-responsive, or that the Proposer does not meet the minimum qualification requirements set forth in the First Stage.
<b>ITP 29.2 (d) (i)</b>	The term “initial selection” read as follows: “First stage”
<b>ITP 29.2 (e)</b>	The Proposer shall submit with its Proposal the following additional documents with the Second Stage Technical Proposal: Not applicable
<b>ITP 29.4 (d)</b>	The Proposer shall submit with its Proposal the following additional documents with the Second Stage Technical Proposal: Updated/missing Manufacturer's Authorizations for software components of the Information System (excluding those produced by the Proposer), along with all powered hardware/computing hardware, as specified in Section III - Evaluation and Qualification Criteria. These documents should be provided in the form provided in Section IV.
<b>ITP 31.1</b>	Proposers must quote for the entire Information System on a single responsibility basis.
<b>ITP 31.3</b>	The Proposer must not Propose Recurrent Cost Items.
<b>ITP 31.3 (a)</b>	The Proposer must not propose for contracts for Recurrent Cost Items not included in the main Contract.
<b>ITP 31.6</b>	The Incoterms edition is: <b>Incoterms® 2020.</b>
<b>ITP 31.6 (a) and (c)</b>	Named place of destination is: CIP Armenian border  Named place of final destination (or Project site) is: The Sites of entities specified under “Site Table” and “System Inventory Table” of Section VII.
<b>ITP 31.9</b>	The prices quoted by the Proposer shall not be subject to adjustment during the performance of the Contract.
<b>ITP 32.1</b>	The Proposer <b>is not</b> 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.  <b>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.</b>



ITP 33	<p>A Proposal Security shall be required. (Proposal Security shall be in a Proposal Security Form (Bank Guarantee) included in Section IV)</p> <p>A Proposal-Securing Declaration <b>shall not be</b> required.</p> <p>The amount and currency of the Proposal Security shall be EURO 20000 or an equivalent amount in freely convertible currency or equivalent amount in AMD.</p>
ITP 33.3 (d)	Other types of acceptable securities: <b>None</b>
ITP 34.3	<p>The Proposal price shall be adjusted by the following factor(s):</p> <p><b>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.</b></p>
ITP 44.1	<p>The Purchaser’s evaluation of responsive Proposal will take into account scored technical factors, in addition to cost factors:</p> <div><p><b><u>1 Supplier Qualification &amp; Experience</u></b></p><p>1.1 At least 5 years of specialization in web-based systems development (up to 45)</p><p>1.2 At least 2 years of experience in online e-government systems development (up to 15)</p><p>1.3 At least 3 years of experience in business process analysis (up to 40)</p><p><b>Subtotal weight: 40%</b></p><p><b><u>2. Qualification of Key Personnel</u></b></p><p>2.1 Product Manager / Project Lead (up to 30)</p><p>2.2 Lead Programmer (up to 25)</p><p>2.3 Business Process Analyst (up to 25)</p><p>2.4 Quality Assurance Specialist (up to 20)</p><p><b>Subtotal weight: 60%</b></p></div> <p>The technical proposal scoring methodology is specified in Section III- Evaluation and Qualification Criteria</p>
ITP 46.1	The Letter of Proposal and Price Schedules shall be initialed by all representatives of the Purchaser conducting Proposal opening.
ITP 49.1	<p>The currency(ies) of the Proposal shall be converted into a single currency as follows: <b>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)</b></p> <p>The source of exchange rate shall be: <b>Central Bank of the Republic of Armenia (www.cba.am).</b></p>

	The date for the exchange rate shall be the deadline for submission of Second Stage Proposals as specified in ITP 37, unless otherwise specified by the Purchaser.
<b>ITP 51.3</b>	Proposals for Subsystems, lots, or slices of the overall Information System will not be accepted.  <b>Discounts that are conditional on the award of more than one Subsystem, lot, or slice shall not be considered for proposal evaluation.</b>
<b>ITP 54.1</b>	The weight to be given for cost X is: 80%
<b>ITP 55.1</b>	BAFO does not apply. If BAFO applies, the procedure will be: Not applicable
<b>ITP 57.1</b>	Negotiation does not apply. If negotiation applies, the procedure: Not applicable
<b>ITP 66.1</b>	The proposed Adjudicator is: There will be no Adjudicator under this Contract.
<b>ITP 67.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” 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 style="padding-left: 40px;"><b>For the attention: Mr. Aharon Mkrtchyan,</b>  <b>Title/position: PSMP4 Project Manager</b>  <b>Purchaser: Office of the Prime Minister of RA</b>  <b>Email address: info@psmp.am</b></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of this request for proposal document;</li> <li>2. the Purchaser’s decision to exclude a Proposer from the procurement process prior to the award of contract; and</li> <li>3. the Purchaser’s decision to award the contract.</li> </ol>

## **SECTION III - EVALUATION AND QUALIFICATION CRITERIA**

This Section contains all the criteria that the Purchaser shall use to evaluate Proposals and qualify Proposers. The Proposer shall provide all the information requested in the forms included in Section IV, Proposal Forms.

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## **First Stage Technical Proposals**

### **1. Evaluation (ITP 25.1 (h))**

In addition to the criteria listed in ITP 25.1 (a) – (f) the following factors shall apply: Not applicable

### **2. Qualification**

#### **2.1 Qualification Requirements**

The Proposer's qualification shall be assessed in accordance with the Qualification table included in this section.

#### **2.2 Financial Situation and Resources**

Using the relevant Form, No FIN 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: USD 200,000.0

and

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

#### **2.3 Key Personnel**

The Proposer must demonstrate that it will have the personnel for the key and non-key positions that meet the following requirements:

<b>No.</b>	<b>Position</b>	<b>Overall Experience (years)</b>	<b>Relevant Experience (years)</b>
1	Product Manager / Project Lead	5	5
2	Project Manager	5	5
3	Lead Programmer	7	7
4	Business Analyst (experienced in writing with user stories)	5	5
5	Project Lead User Researcher	6	5
6	UI Designer	6	5
7	Quality Assurance Specialist (preferably automated)	5	5

The Proposer MUST maintain a technical team for ensuring in-house development and deployment of the platform. The qualifications should be proven in submitted detailed CVs for the mentioned Personnel positions.

The Proposer shall provide details of the proposed key personnel and their experience records in the relevant Information Forms included in Section IV, Proposal Forms.

## **2.4 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.

### **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 form in Section IV.)

Manufacturer's Authorizations for powered hardware/computing hardware must be submitted during the second stage if the hardware is specifically required within that stage;

- (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 5 and meets the minimum criteria listed above for that item.

#### **Local Representative**

Regardless of whether the Proposer is conducting business within the Purchaser's country, they must provide documentary evidence in their Proposals to demonstrate that they have a warranty service center or have plans to establish one. The warranty service center must be equipped and capable of managing the Proposer's maintenance, technical support, training, and warranty repair obligations as specified in the Purchaser's Requirements. This includes meeting any response time, problem-resolution norms, or other requirements that may be specified in the Contract. If the Proposer does not currently have a warranty service center, they must include details for setting one up as part of their Preliminary Project Plan.

## 2.1 Qualification Requirements

Factor	2.1.1 Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
2.1.1.1 Nationality	Nationality in accordance with ITP 4.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI 1.1 and 1.2, with attachments
2.1.1.2 Conflict of Interest	No- conflicts of interests as described in ITP 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	1. <b>FOR THE FIRST STAGE</b> - Proposal Submission Form – First Stage Technical Proposal. 2. <b>FOR THE SECOND STAGE</b> - Proposal Submission Form - Second Stage -Technical Part
2.1.1.3 Bank Ineligibility	Not having been declared ineligible by the Bank as described in ITP 4.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	1. <b>FOR THE FIRST STAGE</b> - Proposal Submission Form – First Stage Technical Proposal. 2. <b>FOR THE SECOND STAGE</b> - Proposal Submission Form - Second Stage -Technical Part

Factor	2.1.1 Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Single Entity	Proposer			
			Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
2.1.1.4 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 and 1.2, with attachments
2.1.1.5 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 2.2	Must meet requirement	Must meet requirement	Must meet requirement	N / A	1. FOR THE FIRST STAGE - Proposal Submission Form – First Stage Technical Proposal.  2. FOR THE SECOND STAGE - Proposal Submission Form - Second Stage -Technical Part



Factor	2.1.2 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	
2.1.2.1 History of non-performing contracts	Non-performance of a contract <sup>2</sup> did not occur as a result of Proposer’s default since 1 <sup>st</sup> January 2020.	Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement <sup>3</sup>	N / A	Form CON - 2
2.1.2.2 Suspension	Not under suspension based on execution of a Bid Securing Declaration or Proposal Securing Declaration pursuant to ITP 4.7 and ITP 20.	Must meet requirement	N / A	Must meet requirement	N / A	1. FOR THE FIRST STAGE - Proposal Submission Form – First Stage Technical Proposal. 2. FOR THE SECOND STAGE - Proposal Submission Form - Second Stage - Technical Part
2.1.2.3 Pending Litigation	Proposer’s financial position and prospective long term profitability still sound according to criteria established in 2.2.1.1 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

<sup>2</sup> 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.

<sup>3</sup> This requirement also applies to contracts executed by the Applicant as JV member.

Factor	2.1.2 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	
2.1.2.4 Litigation History	No consistent history of court/arbitral award decisions against the Proposer <sup>4</sup> since 1 <sup>st</sup> January 2018.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.1.2.5 Bank’s SEA and/or SH Disqualification <sup>5</sup>	At the time of Proposal submission, 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	FOR THE FIRST STAGE - Proposal Submission Form – First Stage Technical Proposal., Form CON-3
	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations					FOR THE SECOND STAGE - Proposal Submission Form - Second Stage - Technical Part., Form CON-3

<sup>4</sup> The Proposer shall provide accurate information on the related Letter of Bid 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 Bid.

Factor	2.1.3 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			
2.1.3.1 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. 2020, 2021, and 2022) years.	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN – 5.3.1 with attachments
2.1.3.2 Average Annual Turnover	Minimum average annual turnover of USD 1,500,000 in any 2 out of the last 3 years (i.e. 2020, 2021, and 2022).	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –5.3.2
2.1.3.3 Financial Resources	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: USD 200,000	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –5.3.3

Factor	2.1.4 EXPERIENCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
2.1.4.1 General Experience	Experience under Information System contracts in the role of prime supplier or management contractor or JV member or subcontractor for at least 5 years since 2015.	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP-4.1
2.1.4.2 Specific Experience	<p>The Proposer MUST have participated in at least one contract within the past five years (2018-2022) as a prime supplier or management contractor or JV member, or subcontractor<sup>6</sup>, that have been successfully and substantially completed. The contract(s) should be in a similar nature to the proposed Information System in terms of complexity, methods, and technology.</p> <p>The Proposer MUST provide a copy of the successfully completed similar contract(s) and demonstrate that they have been substantially completed. This shall be documented by an Operational Acceptance Certificate, or any equivalent documentation that is</p>	Must meet requirement	Must meet requirements	N / A	N / A	Form EXP 4.2

<sup>6</sup> If the Proposer participated in a joint venture or acted as a sub-contractor in a contract, only their share of the contract value and their role and responsibilities within the contract will be considered to meet the requirement.

Factor	2.1.4 EXPERIENCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
	satisfactory to the Purchaser, issued by the purchaser(s).					
2.1.4.3	The Proposer MUST provide evidence of developing and maintaining Information systems of similar nature preferably on international scale solutions that run for more than three years. The similarity should be based on comparable complexity, methods, and technology to the proposed Information System.	Must meet requirement	Must meet requirements	N / A	N / A	Form EXP 4.2

## Second Stage Financial and Technical Proposals

### 1. Evaluation of Technical Part (ITP 44)

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 criteria set forth below.

- (a) The technical features to be evaluated are generally defined below and specifically identified **in the PDS 44.1**:
  - (i) to which extent that the performance, capacity, or functionality features meet or exceed the levels specified in the performance / functional requirements and/or influence the life-cycle cost and effectiveness of the Information System.
  - (ii) usability features, such as ease of use, ease of administration, or ease of expansion, which influence the life-cycle cost and effectiveness of the Information System.
  - (iii) 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.
  - (iv) Any sustainable procurement requirement if specified in Section VII-Requirements of the Information System.
- (b) Feature scores will be grouped into a small number of evaluation categories, generally defined below and specifically identified in the PDS, namely:
  - (i) The technical features that reflect how well the Information System meets the Purchaser's Business Requirements (including quality assurance and risk-containment measures associated with the implementation of the Information System).
  - (ii) The technical features that reflect how well the Information System meets the System's Functional Performance Standards.
  - (iii) The technical features that reflect how well the Information System meets the General Technical Requirements for hardware, network and communications, Software, and Services.
- (c) 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 the 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 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.

- (d) 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”

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

- (e) 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

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

### 1.1. Technical Quality Evaluation Factors/Parameters

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) = 80 percent

#### **1 Supplier Qualification & Experience 40%**

1.1 At least 5 years of specialization in web-based systems development (up to 45)

1.2 At least 2 years of experience in online e-government systems development (up to 15)

1.3 At least 3 years of experience in business process analysis (up to 40)

**Subtotal weight: 40%**

**2. Qualification of Key Personnel**

2.1 Product Manager / Project Lead (up to 30)

2.2 Lead Programmer (up to 25)

2.3 Business Process Analyst (up to 25)

2.4 Quality Assurance Specialist (up to 20)

**Subtotal weight: 60%**

No.	Category	Score from Table	Category Weight	Category Score	Category Total
1	Supplier Qualification & Experience	Table A	0.40	<i>Score from Table A</i>	<i>Score from Table A * 0.40</i>
2	Qualification of Key Personnel	Table B	0.60	<i>Score from Table B</i>	<i>Score from Table B * 0.60</i>
<b>TOTAL</b>					

**1.1.1. Supplier Qualification & Experience Category**

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

<b>Table A – Category 1: Supplier Qualification &amp; Experience</b>					
No	Sub Category	Scoring	Feature Scores Assigned	Feature Weight	Total
1.1	At least 5 years of specialization in web-based systems development	5 yrs = 1 6 yrs = 2 7 yrs = 3 >8 yrs = 4		11.25	Feature Scores Assigned X Feature Weight
1.2	At least 2 years of experience in online e-government systems development	2 yrs = 1 3 yrs = 2 4 yrs = 3 >5 yrs = 4		3.75	Feature Scores Assigned X Feature Weight
1.3	At least 3 years of experience of business process analysis	3 yrs = 1 4 yrs = 2 5 yrs = 3 >6 yrs = 4		10.00	Feature Scores Assigned X Feature Weight
<b>TOTAL</b>					

**1.1.2. Qualification of Key Personnel**

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

<b>Table B– Category 2: Qualification of Key Personnel</b>			
No	Sub Category	Score from Table	Category 2 Score
2.1	Product Manager / Project Lead	B1 2.1	Total Score from Table B1 2.1
2.2	Lead Programmer	B1 2.2	Total Score from Table B1 2.2



2.3	Business Process Analyst	B1 2.3	Total Score from Table B1 2.3
2.4	Quality Assurance Specialist	B1 2.4	Total Score from Table B1 2.4
<b>TOTAL</b>			

<b>Table B1 2.1</b>					
<b>No</b>	<b>Sub Category</b>	<b>Scoring</b>	<b>Feature Scores Assigned</b>	<b>Feature Weight</b>	<b>Total</b>
<b>2.1</b>	<b>Product Manager/Project Lead</b>				
2.1.1	At least 5 years of relevant experience in managing project of 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 = 4		2.75	Feature Scores Assigned X Feature Weight
2.1.2	Experience in managing large scale e-gov. systems	2 project = 1 3 projects = 2 4 projects = 3 >5 projects = 4		2.25	Feature Scores Assigned X Feature Weight
2.1.3	At least 3 years of experience in working with multiple stakeholders including gov. agencies, international experts and other stakeholder groups.	3 yrs = 1 4 yrs = 2 5 yrs = 3 >6 yrs = 4		1.25	Feature Scores Assigned X Feature Weight
2.1.4	At least 3 years of experience in writing Technical Specification for e-gov. systems focused on user experience.(Experience in writing user story is preferable)	3 yrs = 1 4 yrs = 2 5 yrs = 3 >6 yrs = 4		1.25	Feature Scores Assigned X Feature Weight
<b>TOTAL</b>					

<b>Table B1 2.2</b>					
<b>No</b>	<b>Sub Category</b>	<b>Score from Criteria</b>	<b>Feature Scores Assigned</b>	<b>Feature Weight</b>	<b>Total</b>
<b>2.2</b>	<b>Lead Programmer</b>				
2.2.1	At least 7 years of engineering experience building responsive web applications and API integrations. Knowledge of common front end frameworks e.g. React.JS is preferable.	5 yrs = 1 6 yrs = 2 7 yrs = 3 >8 yrs = 4		2.25	Feature Scores Assigned X Feature Weight
2.2.2	At least 3 years of experience in content/data and database management systems	3 yrs = 1 4 yrs = 2 5 yrs = 3 >6 yrs = 4		2.00	Feature Scores Assigned X Feature Weight
2.2.3	At least 5 years of experience in developing internet-based applications for deploying functional, service-oriented web sites and in managing server-side information content	5 yrs = 1 6 yrs = 2 7 yrs = 3 >8 yrs = 4		2.00	Feature Scores Assigned X Feature Weight

<b>TOTAL</b>				
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<b>Table B1 2.3</b>					
<b>No</b>	<b>Sub Category</b>	<b>Score from Criteria</b>	<b>Feature Scores Assigned</b>	<b>Feature Weight</b>	<b>Total</b>
<b>Business Process Analyst</b>					
2.3.1	At least 5 years of experience in business process analysis or a related field with experience in writing user stories	5 yrs = 1 6 yrs = 2 7 yrs = 3 >8 yrs = 4		2.25	Feature Scores Assigned X Feature Weight
2.3.2	Experience analyzing the design of technical systems and business processes.	3 yrs = 1 4 yrs = 2 5 yrs = 3 >6 yrs = 4		2.00	Feature Scores Assigned X Feature Weight
2.3.3	At least 3 years of experience in a technology-driven role.	3 yrs = 1 4 yrs = 2 5 yrs = 3 >6 yrs = 4		2.00	Feature Scores Assigned X Feature Weight
<b>TOTAL</b>					

<b>Table B1 2.4</b>					
<b>No</b>	<b>Sub Category</b>	<b>Score from Criteria</b>	<b>Feature Scores Assigned</b>	<b>Feature Weight</b>	<b>Total</b>
<b>Quality Assurance Specialist</b>					
2.4.1	At least 5 years of experience as Quality Assurance Engineer with at least 3 years in automation	5 yrs = 1 6 yrs = 2 7 yrs = 3 >8 yrs = 4		2	Feature Scores Assigned X Feature Weight
2.4.2	Experience in working with e-gov systems	3 yrs = 1 4 yrs = 2 5 yrs = 3 >6 yrs = 4		1.5	Feature Scores Assigned X Feature Weight
2.4.3	Experience in analyzing user experience vs functional specifications.	3 yrs = 1 4 yrs = 2 5 yrs = 3 >6 yrs = 4		1.5	Feature Scores Assigned X Feature Weight
<b>TOTAL</b>					

## 2. Evaluation of Financial Part (ITP 51.1 f)

The following factors and methods will apply:

### 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: **52 weeks** [consistent with 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.

### 3. Combined Evaluation (ITP 54.1)

The Purchaser will evaluate and compare the Proposals that have been determined to be substantially responsive, pursuant to ITP 43.

The Purchaser's evaluation of responsive Proposals will take into account technical factors, in addition to cost factors.

In such a case, an Evaluated Proposal Score (B) will be calculated for each responsive Proposal using the following formula (for comparison in percentages), 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 Cost

$C_{low}$  = the lowest of all Evaluated Cost 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 (80%)

The Proposal with the best evaluated Proposal Score (B) among responsive Proposals shall be the Most Advantageous Proposal provided the Proposer is qualified to perform the Contract.

## **SECTION IV - PROPOSAL FORMS**

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## 1. Proposal Submission Form – First Stage Technical Proposal

Date: [Proposer insert: **date of Proposal**]

Loan/Credit No.: [Purchaser insert: **number**]

RFP: [Purchaser insert: **RFP name and number**]

Contract: [Purchaser insert: **name of Contract**]

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

Dear Sir or Madam:

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

We confirm that if you invite us to attend a Clarification Meeting(s) for the purpose of reviewing our First Stage Proposal at a place and date of your choice, we will endeavor to attend this/these meeting(s) at our own cost, and will duly note the amendments and additions to, and omissions from, our First Stage Proposal that you may require. We accept that we alone carry any risk for failing to reach clarification of our Proposal in case this failure is due to our inability to attend duly scheduled Clarification Meeting(s).

We undertake, upon receiving your written invitation, to proceed with the preparation of our Second Stage Proposal, updating the First Stage Proposal in accordance with the requirements, if any, specified in (a), the memorandum, specific for our First Stage Proposal, titled “Changes Required Pursuant to First Stage Evaluation” and any updates to this memorandum, and (b), Addenda to the Request for proposal document issued together or after the invitation for the second stage. The Second Stage Proposal will also include our commercial Proposal in accordance with the requirements of the RFP documents for Second Stage Proposals, for performing the Information System in accordance with our updated technical Proposal.

[As appropriate, include or delete the following paragraph]

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

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

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

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

We hereby certify that meet the eligibility requirements and have no conflict of interest in accordance with ITP 4.

**Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) 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 *[where JV, insert: “including any of our JV members”]*, and 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. An arbitral award on the disqualification case has been made in our favor.]

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;

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.

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];*

We agree to abide by this First Stage Proposal, which, in accordance with ITP Clauses 13, consists of this letter (First Stage Proposal Form) and the enclosures listed below. Together with the above written undertakings, the Proposal shall remain binding on us. We understand that we may withdraw our Proposal, or any alternative Proposal included in it, at any time by so notifying you in writing. However, we accept that if invited to the second stage, once we have submitted a Second Stage Proposal, this Proposal (and the parts of the First Stage Proposals it includes and updates) can only be withdrawn before the deadline for submission of Second Stage Proposals, and only by the formal Second Stage Proposal withdrawal procedure stipulated in the RFP documents.

**Name of the Proposer:** \*[insert complete name of person signing the Proposal]

**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]

**ENCLOSURES:**

Signature Authorization [plus, in the case of a Joint Venture Proposer, list all other authorizations pursuant to ITP Clause 4.1]

Attachment 1 Proposer's Eligibility

Attachment 2 Updated Proposer's Qualifications (including Manufacturer's Authorizations and Subcontractor Agreements if and as required)

Attachment 3 Proposed Subcontractors

Attachment 4 Intellectual Property (Software and Materials Lists)

Attachment 5 Conformity of the Information System to the RFP documents

Attachment 6 Deviations

Attachment 7 Alternative Proposals

[List any further attachments or other enclosures]

### Proposal Table of Contents and Checklist

**Note:** Proposers should expand and (if appropriate) modify and complete the following table. The purpose of the table is to provide the Proposer with a summary checklist of items that must be included in the First Stage Proposal, as described in ITP Clauses 13. It also provides a summary page reference scheme to ease and speed the Purchaser's Proposal evaluation process.

item	present: y/n	page no.
First Stage Technical-Only Proposal Submission Form .....		
Signature Authorization (for Joint Ventures additionally including the authorizations listed in ITP Clause 6.2) .....		
Attachment 1: Proposer's Eligibility .....		
Attachment 2: Proposer's Qualifications .....		
Manufacturer's Authorizations .....		
Subcontractor's Agreements.....		
Attachment 3: Proposed Subcontractors .....		
Attachment 4: Intellectual Property .....		
Attachment 5: Conformity of the Information System to the RFP documents.....		
Attachment 6: Deviations .....		
Attachment 7: Code of Conduct .....		



## 2.1 Proposal Submission Form - Second Stage -Technical Part

### INSTRUCTIONS TO PROPOSERS

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

*Place this Letter of Proposal in the first envelope “TECHNICAL PART”.*

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

*Note: All italicized text in black font is to help Proposers in preparing this form and Proposers shall delete it from the final document.*

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

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

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

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

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

Dear Sir or Madam:

We, the undersigned Proposer, hereby submit our Proposal, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part.

Having examined the RFP documents, the Addenda issued during the first stage, Addenda Nos. *[ insert: **numbers** ]* issued with or after the Request for Proposals – Second Stage, the receipt of which is hereby acknowledged, as well as the requirements listed in the memorandum titled “Changes Required Pursuant to First Stage Evaluation” specific to our First Stage Proposal, and any updates to this memorandum, we, the undersigned, offer to supply, install, achieve Operational Acceptance of, and support the Information System under the above-named Contract in full conformity with the said RFP documents, Addenda and memorandum.

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

*[As appropriate, include or delete the following paragraph]*

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

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

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

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

We hereby certify that meet the eligibility requirements and have no conflict of interest in accordance with ITP 4.

**Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) 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 *[where JV, insert: “including any of our JV members”]*, and 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. An arbitral award on the disqualification case has been made in our favor.]

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;

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.

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];*

We agree to abide by this Proposal, which, in accordance with ITP 29 and 30, consists of this letter (Second Stage Technical Part) and the enclosures until *[insert day, month and year in accordance with ITP 34.1]*, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us.

**Name of the Proposer:** *\*[insert complete name of person signing the Proposal]*

**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.

**ENCLOSURES:**

Signature Authorization *[plus, in the case of a Joint Venture Proposer, list all other authorizations pursuant to ITP Clause 4.1]*

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

Attachment 1 Proposer's Eligibility

Attachment 2 Any update to the proposers Qualifications (including Manufacturer's Authorizations and Subcontractor Agreements if and as required)

Attachment 3 Proposed Subcontractors

Attachment 4 Intellectual Property (Software and Materials Lists)

Attachment 5 Conformity of the Information System to the RFP documents

*[If appropriate, specify further attachments or other enclosures]*

## 2.2 Proposal Submission Form - Second Stage -Financial Part

## INSTRUCTIONS TO PROPOSERS

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

*Place this Letter of Proposal in the second envelope “FINANCIAL PART”.*

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

***Note:** All italicized text in black font is to help Proposers in preparing this form and Proposers shall delete it from the final document.*

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

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

Request for Proposal No.: [insert identification]

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

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

Dear Sir or Madam:

We, the undersigned Proposer, hereby submit the second part of our Proposal, the Financial Part

Having examined the RFP documents, the Addenda issued during the first stage, Addenda Nos. [ insert: **numbers** ] issued with or after the Request for Proposals – Second Stage, the receipt of which is hereby acknowledged, as well as the requirements listed in the memorandum titled “Changes Required Pursuant to First Stage Evaluation” specific to our First Stage Proposal, and any updates to this memorandum, we, the undersigned, offer to supply, install, achieve Operational Acceptance of, and support the Information System under the above-named Contract in full conformity with the said RFP documents, Addenda and memorandum for the total sum of:

[ insert: amount of local currency in words ] ([ insert: amount of local currency in figures from corresponding Grand

		<b>Total entry of the Grand Summary Cost Table ])</b>
plus	[ insert: <b>amount of foreign currency A in words</b> ]	([ insert: <b>amount of foreign currency A in figures from corresponding Grand Total entry of the Grand Summary Cost Table</b> ])
	[ as appropriate, add the following ]	
plus	[ insert: <b>amount of foreign currency B in words</b> ]	([ insert: <b>amount of foreign currency B in figures from corresponding Grand Total entry of the Grand Summary Cost Table</b> ])
plus	[ insert: <b>amount of foreign currency C in words</b> ]	([ insert: <b>amount of foreign currency C in figures from corresponding Grand Total entry of the Grand Summary Cost Table</b> ])

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

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*];

If our Proposal is accepted, we undertake to provide an advance payment security and a performance security in the form, in the amounts, and within the times specified in the RFP documents.

We agree to abide by this Proposal, which, in accordance with ITP Clauses 29 and 30, consists of this letter (Second Stage Proposal Form) and the enclosures until [*insert day, month and year in accordance with ITP 34.1*], and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

**Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the RFP 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.”)

Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us.

**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.

#### ENCLOSURES:

Signature Authorization [plus, in the case of a Joint Venture Proposer, list all other authorizations pursuant to ITP Clause 4.1]

Price Schedules

[If appropriate, specify further attachments or other enclosures]

## Second Stage Proposal Table of Contents and Checklist

**Note:** Proposers should expand and (if appropriate) modify and complete the following table. The purpose of the table is to provide the Proposer with a summary checklist of items that must be included in the Second Stage Proposal as described in ITP Clause 28 and 29, in order for the Proposal to be considered for Contract award. The table also provides a summary page reference scheme to ease and speed the Purchaser's Proposal evaluation process.

Item	present: y/n	page no.
Second Stage Combined Technical and Financial Proposal Submission Form .....		
Signature Authorization (for Joint Ventures additionally including the authorizations listed in ITP Clause 6.2) .....		
Proposal-Securing Declaration or Proposal-Security (if and as required) .....		
Price Schedules .....		
Attachment 1: Proposer's Eligibility .....		
Attachment 2: Proposer's Qualifications .....		
Manufacturer's Authorizations .....		
Subcontractor's Agreements .....		
Attachment 3: Proposed Subcontractors .....		
Attachment 4: Intellectual Property .....		
Attachment 5: Conformity of the Information System to the RFP documents .....		
.....		



### 3. Price Schedule Forms

#### Notes to Proposers on working with the Price Schedules

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##### 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 - Not applicable
  - 3.4 Supply and Installation Cost Sub-Table(s)
  - 3.5 Recurrent Cost Sub-Tables(s) Not applicable
  - 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 RFP 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 RFP 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 31 and ITP 32. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these RFP documents.
6. Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITP 32, no more than three foreign currencies may be used.

### 3.1 Grand Summary Cost Table

The details will be specified during the finalization process of the RFP and before the second stage.

		<i>[ insert: <b>Local</b> Currency ] Price</i>	<i>[ insert: <b>Foreign</b> Currency    <b>A</b> ] Price</i>	<i>[ insert: <b>Foreign</b> Currency    <b>B</b> ] Price</i>	<i>[ insert: <b>Foreign</b> Currency    <b>C</b> ] Price</i>
1.	Supply and Installation Costs for Information System/Software (from Supply and Installation Cost Summary Table 3.2)				
2.	Supply and Installation Costs for Goods/Hardware (from Supply and Installation Cost Summary Table 3.4)				
3.	Grand Totals (to Proposal Submission Form)				

Name of Proposer:		
Authorized Signature of Proposer:		

### 3.2 Supply and Installation Cost Summary Table<sup>1</sup>

Costs MUST reflect prices and rates quoted in accordance with ITP 31 and 32.

Line Item No.	Subsystem / Item	Supply & Installation Prices				
		Locally supplied items	Items supplied from outside the Purchaser's Country			
			[ insert: Local Currency ] Price	[ insert: Foreign Currency A] Price	[ insert: Foreign Currency B] Price	[ insert: Foreign Currency C] Price
0	Project Plan. Customer journey and service roadmap	--	--	--	--	--
1	Product backlog					
2	Working MVP					
3	Supply and installation of hardware (including inland transportation)					
3.1	All in one computer					
3.2	Backup storage					
3.3	Uninterruptible power supply (UPS)					
3.4	Network switch					
3.5	Wi-Fi access point					
3.6	Scanner					
3.7	Printers					

<sup>1</sup> Supply and Installation Cost Summary Table will be updated before the second stage

		<b>Supply &amp; Installation Prices</b>				
		<b>Locally supplied items</b>	<b>Items supplied from outside the Purchaser's Country</b>			
<b>Line Item No.</b>	<b>Subsystem / Item</b>	<i>[ insert: Local Currency ]</i> Price	<i>[ insert: Local Currency ]</i> Price	<i>[ insert: Foreign Currency A]</i> Price	<i>[ insert: Foreign Currency B]</i> Price	<i>[ insert: Foreign Currency C]</i> Price
3.8	Projector					
3.9	Inland transportation, insurance, and related local costs incidental to the delivery and unloading of the Goods to the named place of final destination (or Project site(s))					
	<b>Subtotal Line items 1-3</b>					
4	Increment 1. Prioritized features for phase 1 (inc. client-side testing)					
5	Increment 2. Prioritized features for phase 2 (inc. client-side testing)					
6	Increment 3. Prioritized features for phase 3 (inc. client-side testing)					
	<b>Subtotal Line items 4-6</b>					
7	Pilot system deployment (inc. user and admin management)					
8	Training and deployment in HQ & all locations					
	<b>Subtotal Line items 7-8</b>					
9	Operational Acceptance of the System as an integrated whole					

**Note:** - - indicates not applicable.

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

<b>Name of Proposer:</b>		
<b>Authorized Signature of Proposer:</b>		

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**3.3 Recurrent Cost Summary Table**  
**Not applicable**

### 3.4 Supply and Installation Cost Sub-Table

Line item number: from 3.1- 3.8

**Note to Bidders:** The hardware requirements (relevant Project site information, quantities and the list of required hardware) will be specified once the system requirements are finalized. The Supplier will estimate need for equipment given the current capacities of State register. The initial estimation of the hardware items are listed at point 1.6.3 of Section VII.

Prices, rates, and subtotals MUST be quoted in accordance with ITB 17 and ITB 18.

				Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country				Supplied Locally	Supplied from outside the Purchaser's Country			
Component No.	Component Description	Country of Origin Code	Quantity	[ insert: local currency ]	[ insert: local currency ]	[ insert: foreign currency A ]	[ insert: foreign currency B ]	[ insert: foreign currency C ]	[ insert: local currency ]	[ insert: local currency ]	[ insert: foreign currency A ]	[ insert: foreign currency B ]	[ insert: foreign currency C ]
3.1	All in one computer												
3.2	Backup storage												
3.3	Uninterruptible power supply (UPS)												
3.4	Network switch												

				Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country				Supplied Locally	Supplied from outside the Purchaser's Country			
Component No.	Component Description	Country of Origin Code	Quantity	[ insert: local currency ]	[ insert: local currency ]	[ insert: foreign currency A ]	[ insert: foreign currency B ]	[ insert: foreign currency C ]	[ insert: local currency ]	[ insert: local currency ]	[ insert: foreign currency A ]	[ insert: foreign currency B ]	[ insert: foreign currency C ]
3.5	Wi-Fi access point												
3.6	Scanner												
3.7	Printers												
3.8	Projector												
3.9	Inland transportation, insurance, and related local costs incidental to the delivery and unloading of the Goods to the named place of final destination (or Project site(s))	--	--	--	--	--	--	--					
Subtotals (to line item number: 3.1-3.9 of Supply and Installation Cost Summary Table)													

**Note:** -- indicates not applicable.



Name of Bidder:		
Authorized Signature of Bidder:		

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**3.5 Recurrent Cost Sub-Table**  
**Not applicable**

### 3.6 Country of Origin Code Table

[illegible]

## Form ELI 1.1

### Proposer Information Sheet

Date: \_\_\_\_\_

RFP No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name
2. In case of JV, legal name of each party:
3. Proposer's actual or intended Country of Registration:
4. Proposer's Year of Registration:
5. Proposer's Legal Address in Country of Registration:
6. Proposer's Authorized Representative Information  Name:  Address:  Telephone/Fax numbers:  Email Address:
7. Attached are copies of original documents of <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"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Proposer is not under the supervision of the Purchaser</li></ul>
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 1.2

### Party to JV Information Sheet

Date: \_\_\_\_\_

RFP No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of <input type="checkbox"/> 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. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that 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

*[This form should be used only if the information submitted at the time of initial selection requires updating. The following table shall be filled in for the Proposer and for JVs, each member of the Joint Venture]*

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

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

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

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

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

Non-Performed Contracts in accordance with Section III, Initial Selection Criteria and Requirements of the Initial Selection document			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> <input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i>			
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 Purchaser: <i>[insert full name]</i> Address of Purchaser: <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, Initial Selection Criteria and Requirements of the Initial Selection document			
<input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation as indicated below			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD

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

<i>[specify year]</i>	<i>[specify percentage of net worth]</i>	Contract Identification: <i>[insert <b>Contract ID</b>]</i> Name of Purchaser: <i>[insert <b>Name of Employer</b>]</i> Address of Purchaser: <i>[insert <b>Address of Employer</b>]</i>	<i>[specify <b>total contract amount and currency, USD equivalent and exchange rate</b>]</i>
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## 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

<b>SEA and/or SH Declaration</b>  <b>in accordance with Section III, Qualification Criteria, and Requirements</b>
<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><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>

## Form EXP 4.1- General Experience

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

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

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

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

Page *[insert page number]* of *[insert total number]* 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>  <i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>
<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> <i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>
<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> <i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>
<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> <i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>

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

## Form EXP – 4.2- Specific Experience

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

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

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

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

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

<b>Similar Contract Number: ____ of ____ required.</b>	<b>Information</b>		
(a) Contract Identification	(b) <i>[insert <b>Contract ID</b>]</i>		
(c) Award date	(e) <i>[insert <b>Date of Award</b>]</i>		
(d) Completion date	(f) <i>[insert <b>Date of Completion</b>]</i>		
(g)	(h)		
Role in Contract	<input type="checkbox"/> Prime Supplier	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
(i) Total contract amount	(j)		(k)
(l) If member in a JV or subcontractor, specify participation of total contract amount	(m)	(n)	(o)
(p) Purchaser's Name:	(q) - _____		
(r) Address:	(u) - _____		
(s) Telephone/fax number:	(v) _____		
(t) E-mail:	(w) _____		
	(x) _____		

## Form EXP – 4.2 (cont.)- Specific Experience (cont.)

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

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

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

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

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

<b>Similar Contract No. <i>[insert specific number]</i> of <i>[insert total number of contracts]</i> required</b>	<b>Information</b>
Description of the similarity in accordance with Sub-Factor 5.4.2 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

Name of Proposer or partner of a Joint Venture
--

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

Name of contract	Purchaser, contact address/tel./fax	Value of outstanding Information System (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last 6 months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

## Form FIN 3.1- Financial Situation: Historical Financial Performance

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

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

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

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

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

Page *[insert page number]* of *[insert total number]* 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
<b>Information from Balance Sheet</b>							
<b>Total Assets (TA)</b>							
<b>Total Liabilities (TL)</b>							
<b>Net Worth (NW)</b>							
<b>Current Assets (CA)</b>							
<b>Current Liabilities (CL)</b>							
<b>Information from Income Statement</b>							
<b>Total Revenue (TR)</b>							
<b>Profits Before Taxes (PBT)</b>							

**68.**

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 3.2- Average Annual Turnover

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

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

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

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

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

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

<b>Annual turnover data (applicable activities only)</b>		
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 3.3**

### **Financial Resources**

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.	
2.	
3.	
4.	



# Personnel Capabilities

## Key Personnel

Name of Proposer or partner of a Joint Venture
--

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: ...	
	Name of candidate:	
	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: ...	
	Name of candidate:	
	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: ...	
	Name of candidate:	
	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: ..	

	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>6...</b>	<b>Title of position: ..</b>	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>



## Technical Capabilities

Name of Proposer or partner of a Joint Venture
--

The Proposer shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Information System. With this form, the 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 RFP 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 Proposer 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 13.1 (iv), 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
[insert <i>Title and description</i> ]
[insert <i>Title and description</i> ]
[insert <i>Title and description</i> ]
[insert <i>Title and description</i> ]
[insert <i>Title and description</i> ]
...

---

## **Conformance of Information System Materials**

## Format of the Technical Proposal

In accordance with ITP 16.2 and 29.2, the documentary evidence of conformity of the Information System to the RFP 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 for ITP 16.2 and 29.2. 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 proposed solution, the Proposer must use the 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.

**Note:** The Proposer's response must provide clear evidence for the evaluation team to assess 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.

### Responsiveness Checklist (Format)

Tech. Require. No. _	Business / Functional Requirement:  [ insert: <i>abbreviated description of Requirement</i> ]
Proposer's technical reasons supporting proposed solution:	
Proposer's cross references to supporting information in Technical Proposal:	

## 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 RFP documents.*

**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 or Subcontractor'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.

## 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 Invitation for Proposals]*

**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 \_\_\_\_\_ under Request for Proposals No. \_\_\_\_\_ (“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 \_\_\_\_\_ (\_\_\_\_\_) 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 RFP 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 RFP 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)]*





## SECTION V - ELIGIBLE COUNTRIES

### Eligibility for the Provision of Information System

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

Under ITP 4.8(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”].*

Under ITP 4.8(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “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;<sup>1</sup> (ii) to be a nominated<sup>2</sup> 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 inspect<sup>3</sup> 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.

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<sup>1</sup> 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.

<sup>2</sup> 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 (applicant/proposer) in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder (applicant/proposer) to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> 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)**

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# TECHNICAL REQUIREMENTS

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## A. ACRONYMS USED IN THE TECHNICAL REQUIREMENTS

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### Acronym Table

	Term	Explanation
	API	application programming interface
	GIP	Government Interoperability Platform
	ID	Identity Document
	IP	Intellectual property
	ISAA	Information Systems Agency of Armenia
	MVP	minimum viable product
	RA	Republic of Armenia
	SME	Small and medium-sized enterprises
	URL	Uniform Resource Locator

## **B. FUNCTIONAL, ARCHITECTURAL, PERFORMANCE AND GENERAL TECHNICAL REQUIREMENTS**

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

- 1.1.1 Starting, running and closing a business in Armenia should be a seamless experience for citizens of Armenia. A new information system will be designed to replace the e-register.am for business registration function and serve as a platform for ensuring all business-related operations. The Information System **MUST** comply with the following laws and regulations:
  - 1.1.1.1 See point 0.3 The Legal, Regulatory, and Normative Context for the Information System
  - 1.1.1.2 “Digitalization Strategy of Armenia 2021-2025”
  - 1.1.1.3 Service digitalization guidelines and Government service design system defined by Information Systems Agency of Armenia.
  - 1.1.1.4 Digital Architecture of Armenia approved by the Information Systems Management Board will be shared with the Supplier.

The other laws, regulations and other formal norms which will shape the Information System are specified under Section B of Background and Informational Materials.

### **1.2 Business Function Requirements to be met by the Information System**

- 1.2.1 The objective is to make “starting and running the business” of all sizes as a seamless and fully digitalized experience.
  - 1.2.1.1 The person who wants to start a business should be able to get all necessary information and carry out every step of registration, licensing and authorizations online through a seamless experience due to development of new systems and integration with the existing platforms.
  - 1.2.1.2 The entrepreneurs, owners and shareholders should have self-service platform to operationalize their rights of ownership and decision-making.
- 1.2.2 The primary goal of this task is to design and deliver a new modular web/workflow platform for starting and running a business that will mainly perform the functions of the State Registry envisaged by the relevant law as well as will have modules and integrations to existing information systems to ensure the end-to-end digital journey for entrepreneurs, owners and shareholders.

1.2.2.2 Following the first stage a scoping discussion will be conducted with qualified Suppliers (the procedure is specified under ITP of this RFP). The user journeys will be finalized into a backlog of requirements, and the user journeys will be grouped into three categories: i) **Core journeys:** these are considered as necessary, because they are functions carried out by the existing system to be upgraded and those are the most essential for this RFP, ii) **integrations:** these are considered because they add value or convenience, or help us to meet key architecture challenges. Given that systems and platforms already exist, a modular approach should be applied (as indicated in 1.3.1) to ensure integration and/or interoperability. The Supplier together with the agency will discuss the most suitable option to provide this functionality given the technical specifications of existing systems, for example, in some cases it may be possible to directly integrate using interoperability, in other cases, ‘links’ to the required services can be implemented. In every case, where a system already exists to perform a particular function, it will not be duplicated in the new system. E.g. licenses and permits. iii) **Long term roadmap for extra add-on services:** these are considered based on research or other international experience and the Supplier will be requested to consider those when building the solution.

1.2.2.3 Current user journey categories (to be finalized into user stories after the pre-qualification stage)

Core journeys, that are the main deliverables are:

- Identify the business entity
- Register of the legal entity
- Register of the Individual Entrepreneur
- Register the non-profit
- Register institutions and separated sub-divisions
- Redomiciliation
- Registration as tax-payer
- Update of credentials
- Funding capital and participants’ related operations
- Disclosure of beneficial owners
- Official digital documents and records
- Incorporation
- Prohibition
- Liquidation & Closure of a business

Other general technical requirements:

- User notifications of changes and updates
- Systems analytics and performance reports
- Ability to send/receive data points from other systems/platforms via API calls

Integrations to be part of the “starting and running business” digital experience (note: current systems and platforms might not allow full

integration with the e-platforms, some registries need prior preparatory stage prior integration. The Supplier in discussions with the stakeholders should suggest the most feasible roadmap for data interoperability and integration options so that in the long run (2-3 years) the seamless business processes were possible, when all the systems will be ready and legislative environment will be adapted):

- Digital signature
- Trademark & Intellectual property (IP) rights registration
- Shareholder registry for Joint-stock Companies
- Tax system integration
- Business licenses (implying integration with existing systems)
- Other.

Please consult Annex 1 (please see below) for the initial user stories.

### **1.3 Architectural Requirements to be met by the Information System**

- 1.3.1 The Supplier is requested to propose their technical platform ideas for software and hardware architecture given the function requirements and considering that the scope will be finalized following the first (prequalification) stage.

For the reference consider the user journeys/services identified (see 1.2.2.3) , and international best practice (refer to systems similar to e-Business Register of Estonia (riregister.rik.ee), Business in Denmark Portal (businessindenmark.virk.dk), Singapore business registration platform (bbcincorp.com/sg) and others) taking into account a number of key overall requirements:

- The platform should be flexible and modular e.g., workflows and fields added and removed without major coding, preferable via a user interface
- The platform should provide APIs for the various modules and workflows, to allow integrations with other services
- The platform user interface should be customizable e.g., components and screens should be matched to the Armenian Government's design system (to be provided), in order to meet accessibility needs
- The platform should allow for integrations with other Government services via APIs
- The platform user interface should be fully responsive e.g. operational on a mobile phone browser
- The platform should be available in multiple languages (current assumption is Armenian, English, Russian)
- The platform should provide links to individual workflows via a URL e.g., e-register.am/register business that can be added to RA Government service portal



- Login to the platform should be integrated to the “Yes Em” national electronic ID gateway (OpenID connect based).

## **1.4 Systems Administration and Management Functions Required to be met by the Information System**

- 1.4.1 The Supplier is requested to provide management, administration, and security features at the overall System level in an integrated fashion. The followings should be considered: Installation, Configuration and Change Management, Operational Monitoring, Diagnostics, Troubleshooting, User Administration and Access Control; User and Usage Monitoring and Audit Trails, System and Information Security and Security Policies, Back-up and Disaster-Recovery.
- 1.4.2 Ways of working: When creating digital services, it is important to adopt to project management principles and agile approach:
- A working group will be formed together with the Supplier, Information Systems Agency of Armenia (ISAA) and purchaser’s product owners to run the sprints and prioritize the backlog
  - Quality assurance and regular user - testing of features should be incorporated and prioritized in the planning
  - The Purchaser Product owner should participate in backlog refinement, or be informed about sprint planning and reviews
  - Regular demos should be conducted upon completion of each phase and/or before the launch of a feature
  - The Purchaser Product owner has the responsibility to approve the sprint content and launch of the features.
  - Long term roadmap might include additional add-on services or journeys, such as: corporate bank account; property registration; business insurance based on activity type; contracts' samples (machine readable); import & export support service; calendar for tax declarations; legal advice platform; accounting service software for SMEs; investor and shareholder management; mediation services, etc. This implies that during the design and development of the new system, provisions should be made for extension e.g retrieval/submission of data via API to other platforms.

## **1.5 Performance Requirements of the Information System**

- 1.5.1 The Information System must have the advanced performance level to ensure long-term deployment, modular integrations over the years as well as the scalability. For the suggested Information system, the Supplier should specify the following criteria: response time, throughput, scalability, execution time, storage/data capacity, reliability and security.

## 1.6 General Technical Requirements

- 1.6.1 Language Support: All information technologies must provide support for the Armenian language. Specifically, all display technologies and software **MUST** be built according to the current UI/UX design system published by ISAA.
- 1.6.2 The Supplier can propose cloud-based technology, or a self-hosted solution including custom developed systems and solutions. In both cases the Supplier should prepare a list of required computing, network, and computer equipment (see 1.6.3) during the inception stage to support the implementation of their proposal (the estimated yearly transaction number and uptime requirements will be specified in the contract) or an annualized cost for any cloud services that are required. The proposal should be submitted for the approval of the contracting authority. It will be the responsibility of Supplier to supply the proposed equipment, except utilities infrastructure (e.g. power) and internet connectivity.
- 1.6.3 The hardware requirements will be specified once the system requirements are finalized. The Supplier will estimate need for equipment given the current capacities. The initial estimation of the hardware items and the requirements include but are not limited to the followings:
- All in one computer: Windows Pro/latest versions, HomeIntel® Core™ i7, 13th Gen or higher RAM 16GB, SSD 256Gb or higher, 220V, 50Hz network”, warranty of 3 years.
  - Backup storage: to support the volume of transactions per year and enable the smooth operation of the system, warranty of 3 years.
  - Uninterruptible power supply (UPS): at least 360 Watts
  - SSD Drive for existing storage system: 6 pieces 3.8TB 2.5" SSD disk drives with corresponding NetApp ONTAP Core + Data Protection Bundle software licenses for the existing NetApp AFF-A400 data storage system.
  - Network switch: IEEE 802.3a, at least 2 cores 800 MHz.
  - Wi-Fi access point: 802.11ax (Wi-Fi 6)
  - Scanner: A4
  - Printers: A4 monochrome multifunction laser
  - Projector: 3LCD, FHD 1080p and wall/ceiling screen.
- 1.6.4 The Bidder must submit a Manufacturer's Authorization in the Bid. The supplier is responsible for installing the delivered goods into a server cabinet, connecting, configuring and testing.

## **C. SERVICE SPECIFICATIONS – SUPPLY & INSTALL ITEMS**

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### **2.1 System Analysis, Design and Customization/Development**

- 2.1.1 The Supplier should perform the analysis and design activities following ISAA's Guide to Digitization of Services and consider the user journey designed by the purchaser working group.

### **2.2 Software Customization / Development**

- 2.2.1 The Supplier MUST perform Software Development and Customization using a formal software development methodology applying the more recent technologies and tools that will ensure long-term operation of the provided solution. The no-code customization possibility should be provided.

### **2.3 System Integration (to other existing systems)**

- 2.3.1 The Supplier MUST perform the following Integration Services to existing information systems:
- Government Interoperability Platform (GIP) is API-based platform that provides access to key public registries including:
    - State Population Register of the Ministry of Internal Affairs of the RA
    - “Yes Em” national electronic ID gateway and Digital signature
    - Tax Service Information System of the State Revenue Committee of the RA
    - State Electronic Payment System of the Ministry of Finance of the RA
    - Other information systems to ensure the identified user journeys that will be specified after the prequalification stage.

### **2.4 Training and Training Materials**

- 2.4.1 The Supplier MUST provide the Training Services and Materials that are designed for users, purchasers' technical and management teams. This may include but is not limited to: minimum curricula, modes of training, modes of testing, and training materials for the introduction, operation of the relevant equipment, as well as the operation of the Software applications incorporated in the System.

### **2.5 Data Conversion and Migration**

- 2.5.1 The Supplier MUST ensure that business continuity can be achieved between the old and new systems in scope of the project (in this case the current business register and new platform) - the Supplier can propose various solutions including full migration, cutover migrations or otherwise, whilst ensuring the integrity of already existing data and minimizing interruptions to live services. A detailed mapping is required to be part of the architecture.

## **2.6 Documentation Requirements**

- 2.6.1 The Supplier MUST prepare and provide the documentation, including end-user documents and technical documents. This includes but is not limited to the following: user journeys, long-term roadmap, Backlog, MVP, system design document, system requirements specification, interface requirements specification, system test descriptions, system test plan, software, interface and database design, user's manual, operations manual, source code, etc.

## **2.7 Requirements of the Supplier's Technical Team and Experience**

- 2.7.1 The Supplier MUST maintain a technical team for ensuring in-house development and deployment of the platform. The qualifications should be proven in submitted detailed CVs for the Key Personnel positions (i.e. Product Manager/ Project Lead, Project Manager, Lead Programmer, Business Analyst (experience with user stories), Project Lead User Researcher, UI Designer, Quality Assurance Specialist (preferably automated)). (Please see Section III)

## **D. TESTING AND QUALITY ASSURANCE REQUIREMENTS**

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### **3.1 Inspections, Pre-commissioning Tests, and Operational Acceptance Tests**

- 3.1.1 The Supplier should specify the testing and quality assurance approach, methods, tools and timeframe including standard check-out and set-up tests, operational acceptance tests, success criteria, etc.
- 3.1.2 The Purchaser will add and/or specify its testing and quality assurance requirements for the specific system following the first stage.
- 3.1.3 Preference will be given to automated testing approaches. From UNIT testing through to UI testing. Test case prioritization should be built into the quality assurance approach. The approach should emphasize that the highest priority test cases can be run before code is deployed.

## **E. SERVICE SPECIFICATIONS**

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### **4.1 Warranty Defect Repair and Technical Support**

- 4.1.1 The Supplier must provide suggestions for services under the Contract, that include warranty defect repair service (min. one year), including coverage period; response time and problem-resolution performance standards; modes of service, such as on-site, on-call, for hardware, software, network technologies.

- 4.1.2 The Supplier must provide competitive terms and conditions for technical support that may include user support, technical assistance, and post-warranty maintenance services.
- 4.1.3 Within 2 years months after the complete deployment of the System, the Supplier shall provide general maintenance and support implying also security updates. If any inconsistencies are found in the System and its subsystems during this Phase, they will be eliminated by the Supplier and at the Supplier's expense. Services offered under this category include detected system bug fixes, bug fixes, data exchange interfaces and bug fixes and updates, which not found in pre-access and operational acceptance phases.
- 4.1.4 User support/ help line: The Supplier shall provide regular support/help line for ad-hoc quick troubleshooting.
- 4.1.5 Technical Assistance: The Supplier and Purchaser shall define the technical support terms per level of complexity given the specifics of the system.

The vendor **MUST** propose SLA response and fix times for the following incident categories as part of the bid.

- 1<sup>st</sup> level of complexity: The system is not working, any function cannot be used.
- 2<sup>nd</sup> level of complexity: The main functions do not work normally / are not available.
- 3<sup>rd</sup> level of complexity: The functions of medium importance do not work normally / not available.
- 4<sup>th</sup> level of complexity: the functions of medium importance do not work normally / are not available; impact on the operation of the whole system is minimal.

## Annex 1

### Core journeys & integrations to ensure the seamless experience for “Starting and doing business in Armenia”

*The initial version to be adjusted following a scoping discussion*

	Title	User story
1	Identify the business entity type	As a citizen I want to get information on how to start a business, as well as what are the various types of legal entities so that I could select the most convenient type of business. This user story emphasizes the need for clear and accessible resources that provide guidance on the steps involved in starting a business.
2	Register of the legal entity	As a citizen, I want to have the ability to register a business entity (legal entity) by submitting applications in person or online, ensuring that it is legally recognized and established. This user story emphasizes the need for an online registration process that protects the rights and interests of the founders, participants, and members of management bodies involved in the business entity.
3	Register of the individual entrepreneur (IE)	As a citizen, I want the state to officially acknowledge me as an Individual Entrepreneur (IE) so that I become eligible to conduct business activities.
4	Register the non-profit	As citizens, we want to register a non-profit organization (legal entity) to safeguard the rights and interests of participants, beneficiaries, and donors, as outlined in our organization's statute. This user story emphasizes the need to establish a legally recognized non-profit organization that operates in alignment with its stated objectives and principles.
5	Register institutions, and separated sub-divisions	As a legal entity, I want to register an institution and/or a sub-division in accordance with the RA Law. This user story highlights the need to establish a separate legal entity for certain business operations. By registering the institution and/or sub-division, I can ensure compliance with the applicable legal requirements and operate distinctively from the parent organization.
6	Redomiciliation	As an entrepreneur operating in a foreign country, I want to apply to relocate my business operations to Armenia, allowing me to conduct business activities under the RA Law. This user story emphasizes the need to undergo a redomiciliation process, transferring my business from the current foreign jurisdiction to Armenia. By successfully completing the redomiciliation process, I can benefit from the legal framework and business opportunities provided by Armenia, ensuring compliance with

		the RA Law and enabling the seamless continuation of my business activities in the new jurisdiction.
7	Registration as tax-payer	As a user, during the registration I want to get the tax code and access the tax-payer system during the registration process. Additionally, I want the option to choose and apply for a specific tax regime after consulting the relevant information for my legal entity and activity type. This will enable me to conveniently meet my tax obligations.
8	Update of credentials	As a registered legal entity, I need the ability to edit my credentials or apply for changes to ensure that my official data is accurate and up-to-date.
9	Funding capital and participants' related operations	As a legal entity, I need the capability to modify the funding capital and its distributions, following the approval of the founders and considering the information about the participants. Additionally, I require the ability to terminate the right of pledge. This functionality will allow me to fulfill my obligations towards the founders effectively.
10	Disclosure of beneficial owners	<p>As a legal entity, I need to be able to submit declarations on beneficial owners to ensure compliance with RA regulations. This user story allows me to fulfill my legal obligations and adhere to the required reporting processes for beneficial ownership.</p> <p>As a State register, I need to integrate the submitted reports into existing databases in order to perform data verification, filter the reporting data, identify any deviations, and initiate administrative offense proceedings through online notifications. This user story focuses on enhancing the functionality of the State register by automating processes, improving data accuracy, and enabling efficient handling of administrative offenses.</p>
11	Official digital documents and records	<p>As a legal entity, I require the ability to extract either complete or partial information, activity records, and official documents for the purpose of sharing them with a third party. This user story aims to provide me with the flexibility to access official documents anytime and selectively share relevant information and documentation while maintaining control over the data being shared.</p> <p>As a citizen or legal entity, I want to have access to the digital public records of any registered company in Armenia. This user story aims to empower me to easily consult and verify the information of potential partners or companies of interest. By having access to the digital public records, I can ensure transparency and make informed decisions regarding collaborations or engagements with registered companies in Armenia.</p>
12	Incorporation	As a legal entity, I need the capability to apply for various processes such as re-registration, re-organization, merging, separation, and unification. This user story focuses on providing me with the necessary functionality and workflow to initiate and navigate these procedures

		<p>effectively. By having this capability, I can ensure the legal compliance and smooth transition of my organization in accordance with the required regulations and objectives.</p> <p>As an individual entrepreneur, I want to apply for incorporation of my business. This user story highlights the need for a streamlined process to initiate the incorporation procedure. By having this capability, I can formalize my business entity, establish legal recognition, and gain access to various benefits and opportunities available to incorporated businesses.</p> <p>As a State register, I need to effectively manage each incorporation process in accordance with relevant legislative requirements. This user story emphasizes the need for authentication of applicants, acceptance of relevant documents, and facilitation of the process through online notifications. By having this functionality, I can ensure compliance, streamline the incorporation process, and provide a convenient and efficient experience for applicants.</p>
13	Prohibition	<p>As a citizen, I want to be informed about the restrictions applied to the legal entity and I want to have the opportunity to prevent the state registration of the change of legal entity in order to protect my rights as a shareholder or director of a legal entity or other interested person.</p> <p>As a State register, I want to perform operations related to prohibitions based on requests from legal entity representatives or third parties - to be visible on the public profile of the legal entity. Also, I want to have the ability to make notes about restrictions (based on an information which disputes the existence or authenticity of any fact being essential for state registration) to be visible only Register staff. This user story guarantees the ability of making accurate administrative proceedings, effectively enforce activity limitations, ensure transparency, and provide accurate information to relevant stakeholders and the public regarding any restrictions imposed on a legal entity.</p>
14	Liquidation & Closure of a business	<p>As a legal entity, I want to initiate and apply for the liquidation and closure of my business. This user story focuses on the need for clear and comprehensive guidance on the liquidation process. By having this capability, I can navigate the liquidation procedure efficiently, ensuring compliance with legal requirements and properly winding down my business operations.</p> <p>As a State register, I want to effectively execute the liquidation process based on requests from legal entities and third parties. This user story emphasizes the need to efficiently handle and manage the liquidation procedures. By having this capability, I can ensure that the liquidation process is carried out accurately, in accordance with legal requirements, and in response to requests made by legal entities or third parties.</p>
14	User notifications of changes and updates	<p>As a legal entity, I want to receive timely notifications regarding any changes or updates in legislation or reporting requirements that are</p>



		<p>relevant to my business entity. Additionally, I require clear guidance on any necessary actions or adjustments that need to be taken in response to these changes. By having this capability, I can stay informed and ensure compliance with the latest legal and reporting requirements, enabling smooth and lawful operation of my business.</p> <p>As a State register, I want to have the targeted communication with legal entities considering their relevance for the given information (such as their type, size, activity, location, and other relevant factors) so that to provide them with important updates, changes in legislation, or reporting requirements. By having this functionality, I can ensure that legal entities receive tailored notifications and stay informed about the information that is most relevant to their specific business characteristics.</p>
15	Systems analytics and performance reports	<p>As a State register, I want to have a comprehensive statistics interface and reporting system that allows me to conduct monitoring based on collected data and generate reports on statistics. This user story emphasizes the need for two levels of access: external access for graphical representation of statistics and internal access for generating reports in both predefined and user-defined formats. By having this functionality, I can effectively analyze the collected data, monitor key indicators, generate reports to be shared by other state agencies, and provide valuable insights to both external stakeholders and internal users within the State register.</p>
16	Ability to send/receive data points from other systems/platforms via API calls	<p>As a user, I want to be able to send and receive data points from other systems or platforms through API calls. This user story emphasizes the need for seamless integration and data exchange between different systems or platforms. By having this capability, I can easily share and retrieve data points in real-time, enabling efficient data synchronization, integration, and interoperability across various systems and platforms.</p>

## IMPLEMENTATION SCHEDULE

### A. IMPLEMENTATION SCHEDULE TABLE

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#### 5.1 Expected Implementation Timeframe

- 5.1.1 The Proposer **MUST** provide its estimations for the delivery of the Information system that will be negotiated and approved at the contracting stage.
  - 5.1.2 The Supplier should consider the expected implementation timeframe is the following: delivery of working MVP approx. in 3 months following the contracting date, delivery of core functions of e-registry approx. in 3-6 months following the contracting date, and delivery of the complete Information System including on-site deployment and training in capital and regional centers in 12 months following the contracting date.
  - 5.1.3 The above dates will be summarized in the Implementation Schedule table, following the format specified in the table below. The Implementation Schedule table should outline when and where the installation and operational acceptance will take place for all subsystems and/or major components of the System, as well as for the overall System itself. Additionally, it should include any other major milestones specified in the contract.
-

## A. IMPLEMENTATION SCHEDULE TABLE

*Note to Bidders: IMPLEMENTATION SCHEDULE TABLE will be updated /specified once the system requirements are finalized.*

Line Item No.	Subsystem / Item	Site / Site Code	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
0	Project Plan. Customer journey and service roadmap	HQ & ISAA			- -	W4	no
1	Product backlog	HQ & ISAA			- -	W5	no
2	Working MVP	HQ			- -	W18	yes
3	Supply and installation of hardware (including inland transportation)					W22	yes
	<b>Acceptance of Line items 1-3</b>						
4	Increment 1. Prioritized features for phase 1 (inc. client-side testing)	HQ			- -	W24	yes

Line Item No.	Subsystem / Item	Site / Site Code	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	Increment 2. Prioritized features for phase 2 (inc. client-side testing)	HQ			- -	W32	yes
6	Increment 3. Prioritized features for phase 3 (inc. client-side testing)	HQ			- -	W40	yes
	<b>Acceptance of Line items 4-6</b>						
7	Pilot system deployment (inc. user and admin management)	HQ			- -	W48	yes
8	Training and deployment in HQ & all locations	all sites			- -	W50	no
	<b>Acceptance of Line items 7-8</b>						
9	Operational Acceptance of the System as an integrated whole	all sites			- -	W52	yes
10	Technical support of the System	all sites	W52		--	W208	no

## B. SITE TABLE(S)

The sites will be updated/finalized give the changes in the administration before second stage.

Site Code	Site	City / Town / Region	Primary Street Address
<b>HQ</b>	State Register Agency of Legal Entities of Armenia	0051 Yerevan, Armenia	Komitas Ave. 49/3, 9th floor
<b>R1</b>	Regional service offices		
<b>R1.1</b>	Unified Office of Public Services	Yerevan	3 Vazgen Sargsyan str
<b>R1.2</b>	Artashat Service Office	Artashat	135/2 Atabekyanm str
<b>R1.3</b>	Armavir Service Office	Armavir	24 Chatents str
<b>R1.4</b>	Ashtarak Service Office	Ashtarak	60 Vardges Petrosyan str
<b>R1.5</b>	Gavar Service Office	Gavar	2 Burnazyan str
<b>R1.6</b>	Vanadzor Service Office	Vanadzor	18 Tigran Mets
<b>R1.7</b>	Hrazdan Service Office	Hrazdan	Kentron district administrative building, 2nd floor
<b>R1.8</b>	Gyumri Service Office	Gyumri	Station square, branch of "Haypost" CJSC
<b>R1.9</b>	Kapan Service Office	Kapan	1 Meliq Stepanyan str

<b>Site Code</b>	<b>Site</b>	<b>City / Town / Region</b>	<b>Primary Street Address</b>
<b>R1.20</b>	Yeghegnadzor Service Office	Yeghegnadzor	24 Shahumyan str
<b>R1.21</b>	Ijevan Service Office	Ijevan	10 Yerevanyan str

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**C. TABLE OF HOLIDAYS AND OTHER NON-WORKING DAYS**

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Month	2023-2024
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

## **SYSTEM INVENTORY TABLES**



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### **SYSTEM INVENTORY TABLE (SUPPLY AND INSTALLATION COST ITEMS), PSMP4-GO-RFP-1.2.4**

Note to Bidders: The hardware requirements (relevant Project site information, quantities and the list of required hardware) will be specified once the system requirements are finalized. The Supplier will estimate need for equipment given the current capacities of State register. The initial estimation of the hardware items are listed at point 1.6.3 of Section VII.

Component No.	Component	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
0	Project Plan. Customer journey and service roadmap	HQ & ISAA	--
1	Product backlog	HQ & ISAA	--
2	Working MVP	HQ	
3	Supply and installation of hardware (including inland transportation)	HQ	--
3.1	All in one computer	HQ	
3.2	Backup storage	HQ	
3.3	Uninterruptible power supply (UPS)	All sites	
3.4	Network switch	HQ	
3.5	Wi-Fi access point	HQ	
3.6	Scanner	All sites	

Component No.	Component	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
3.7	Printers	All sites	
3.8	Projector	All sites	
3.9	Inland transportation, insurance, and related local costs incidental to the delivery and unloading of the Goods to the named place of final destination (or Project site(s))	All sites	--
	<b>Acceptance of Line items 1-3</b>		
4	Increment 1. Prioritized features for phase 1 (inc. client-side testing)	HQ	
5	Increment 2. Prioritized features for phase 2 (inc. client-side testing)	HQ	--
6	Increment 3. Prioritized features for phase 3 (inc. client-side testing)	HQ	--
	<b>Acceptance of Line items 4-6</b>		
7	Pilot system deployment (inc. user and admin management)	HQ	--
8	Training and deployment in HQ & all locations	all sites	--
	<b>Acceptance of Line items 7-8</b>		
9	Operational Acceptance of the System as an integrated whole	all sites	--
10	Technical support of the System	all sites	--

**Note:** -- indicates not applicable. “ indicates repetition of table entry above.



## **BACKGROUND AND INFORMATIONAL MATERIALS**

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## **BACKGROUND AND INFORMATIONAL MATERIALS**

### **A. BACKGROUND**

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#### **0.1 The Purchaser**

- 0.1.1 The Agency for State Register of Legal Persons within the Staff of the Ministry of Justice of the Republic of Armenia (hereinafter referred to as "the Agency") is the body in charge of carrying out state registration of legal persons, as well as state record-registration of separated subdivisions, institutions of legal persons and individual entrepreneurs. The Purchaser will closely collaborate with Information Systems Agency of Armenia as well as an interagency working group.

#### **0.2 The Purchaser's Business Objectives for the Information System**

- 0.2.1 The RA Government continues wide-scale reforms in public services, which have citizen-centered approach focusing on life-event end-to-end digitalization. The objective is to provide efficient, high-quality and accessible public services.
- 0.2.2 As part of the reforms, it is planned to develop and apply common standards of digitalization of services, which aim at but are not limited to the following objectives:
- citizen life-event journey to ensure the seamless experience.
  - digital services from a single platform due to service integrations and interoperability
  - 
  - affordability and accessibility of services due to expanded geography through completely online and offline service provision

### **B. INFORMATIONAL MATERIALS**

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#### **0.3 The Legal, Regulatory, and Normative Context for the Information System**

The key legislative acts and decrees are listed below. Note that due to ongoing legislative reforms some additional acts and decrees might be added to the list that should be considered by the Supplier. The legislative process aims at clarifying the registration processes and operations. Therefore, parallel to the development of the platform, relevant regulations once revised will be shared with the Supplier to ensure that the platform is aligned with regulations and provides accurate fields and functions.

- 0.3.1 RA Law on Registration of Legal Entities HO-169, dated 03.04.2001.
- 0.3.2 RA Law on Changes and amendments on the law HO-169, HO-246-N, dated 03.06.2021.
- 0.3.3 RA Law on Changes and amendments on the law HO-169, HO-9-N, dated 17.01.2023.
- 0.3.4 Government decree N1093-N, dated 31.08.2015, which establishes the general security, interoperability, and technical requirements for electronic systems used for the provision or operation of electronic information services by state and local government bodies.
- 0.3.5 Government Decree N 1918-N, dated 28.11.2002, which defines the regulation and structure of the Agency of the State Register of Legal Entities

- 0.3.6 Government Decree N 1274-N, dated 04.10.2012, establishing the procedure for submitting copies of documents to the Agency of the State Register of Legal Entities for preliminary examination.
- 0.3.7 Government Decree N 515-N, dated 18.05.2017, which defines the procedure for submitting lists of taxpayers subject to liquidation to the Agency of the State Registration of Legal Entities
- 0.3.8 Government Decree N 1266-N, dated 05.10.2017, which defines the procedure for submitting documents and information on the state registration of organizations and individual entrepreneurs to the tax authority by the Agency of the State Registration of Legal Entities
- 0.3.9 Government Decree N 1849-N, dated 19.12.2019, which regulates the transfer of electronically stored and processed personal data by state and local self-government bodies, between these bodies, as well as to RA resident legal entities and investment funds. The decision also regulates the processes of interconnection of databases.
- 0.3.10 RA CB Council Decree 273-N, dated 07.10.2014, establishes a form for providing information about suspicious and subject to mandatory notification transactions provided by the Agency of the State Registration of Legal Entities
- 0.3.11 Joint Order of the Ministry of Justice and Ministry of State Revenue Committee of the RA N 146-N, dated 02.08.2012, “On providing information based on the classifier of economic activities of economic entities.”
- 0.3.12 Order of the Ministry of Justice N 416-N, dated 30.08.2021, “On defining declarations forms of beneficiaries and procedure for filling in and submitting.”

#### **0.4 Existing Information Systems / Information Technologies Relevant to the Information System**

- 0.4.1 The Electronic System of the State Register of Legal Entities (e- register.am) was launched in 2011. The system is a web-based application hosted in a Linux environment, deployed with Docker Containers. Backend is written in PHP; frontend is written in pure JavaScript and as a database server MySQL is used.
- 0.4.2 The Beneficial Ownership Electronic Declaration System (bo.e-register.am) was launched in 2020. The system is a web-based application hosted on a Linux environment, deployed with Docker Containers. Backend is written in Python (wheezy.web used as a web- framework), frontend is written in pure JavaScript and as database server PostgreSQL is used.



# **PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

## **SECTION VIII - GENERAL CONDITIONS OF CONTRACT**

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# General Conditions of Contract

## A. CONTRACT AND INTERPRETATION

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### 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 RFP 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 RFP documents.
- (vii) “Implementation Schedule” means the Implementation Schedule in Section VII of the RFP 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) “RFP documents” refers to the collection of documents issued by the Purchaser to instruct and inform potential suppliers of the processes for RFP, selection of the winning Proposal, and Contract formation, as well as the contractual conditions governing the relationship between the Purchaser and the Supplier. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the RFP documents reflect

the Procurement Regulations that the Purchaser is obligated to follow during procurement and administration of this Contract.

- (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 Project 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) **“Project 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 (Project 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 these RFP documents (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<sup>er</sup>, 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 Project 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 Project 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 Project 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 request for proposal 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 Project 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 Project 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 Project 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 Project Manager's consent. The Supplier shall be subject to regular monitoring by the Project 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.

## 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 RFP documents 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 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 RFP documents, 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**

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### **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

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### 18. Representatives

#### 18.1 Project Manager

If the Project 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 Project Manager. The Purchaser may from time to time appoint some other person as the Project 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 Project 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 Project 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 Project 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 Project 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 Project 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, 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 Project 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 shall not withhold such approval unreasonably. Such 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 Project 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 Project 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 Project 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 Project Manager's approval or review.

Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents.

GCC Clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

- 21.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Clause 21.3.1, the Project 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 Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.
- 21.3.3 The Project 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 Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Clause 21.3.2. If the Project 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 Project 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 Project 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 Project 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 Project 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 Project 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 Project 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 Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project 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 other electronic means 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 Project 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 Project 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 RFP documents, 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 Project 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 Project 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 Project 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 Project 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 Project 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 Project 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 Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project 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 Project 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

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### 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**

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### **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.

**36. Loss of or  
Damage to  
Property;  
Accident or  
Injury to  
Workers;  
Indemnification**

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.

36.1 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**

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### **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 Project 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 Project 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 RFP documents.

- 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 Project 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 Project 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 Project 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 Project 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

<b>43. Settlement of Disputes</b>	43.1 Adjudication
	<p>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.</p>
	<p>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.</p> <p>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.</p> <p>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 <b>specified in the SCC</b>, or, if no Appointing Authority is <b>specified in SCC</b>, 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.</p> <p>43.2 Arbitration</p> <p>43.2.1 If</p>

	<p>(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</p> <p>(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</p> <p>(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,</p> <p>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.</p> <p>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.</p> <p>43.2.3 Arbitration proceedings shall be conducted in accordance with the rules of procedure <b>specified in the SCC</b>.</p> <p>43.3 Notwithstanding any reference to the Adjudicator or arbitration in this clause,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;</p> <p>(b) the Purchaser shall pay the Supplier any monies due the Supplier.</p>
<b>44. Cyber Security</b>	<p>44.1 <b>Pursuant to the SCC</b>, 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.</p>

## 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;<sup>1</sup> (ii) to be a nominated<sup>2</sup> 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 inspect<sup>3</sup> 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.

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<sup>1</sup> 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.

<sup>2</sup> 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 (applicant/proposer) in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder (applicant/proposer) to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> 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.

## 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

<b>SEA and/or SH Declaration</b>
<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><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></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 (SCC)

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## 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

#### 1. Definitions (GCC Clause 1)

GCC 1.1 (a) (ix)	The applicable edition of the Procurement Regulation is dated:  Procurement Regulations for IPF Borrowers” dated November 2020 (“Procurement Regulations”)
GCC 1.1 (b) (i)	The Purchaser is: The Ministry of Justice of the Republic of Armenia and the Office of the Prime Minister of the Republic of Armenia
GCC 1.1 (b) (ii)	The Project Manager is: Ara Mkrtchyan, Deputy Minister of Justice of the Republic of Armenia
GCC 1.1 (e) (i)	The Purchaser’s Country is: <i>Republic of Armenia</i>
GCC 1.1 (e) (x)	<i>There are no Special Conditions associated with GCC 1.1 (e) (x).</i>
GCC 1.1 (e) (xiii)	The Post-Warranty Services Period, which is starting with the completion of the Warranty 7Period: <b>Not applicable</b>

#### 2. 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 Section VII and other Clauses of SCC.
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#### 3. Notices ( GCC Clause 4)

GCC 4.3	Address of the Project Manager:  The Ministry of Justice of the Republic of Armenia  0010, Vazgen Sargsyan 3/8, Yerevan, Armenia
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#### 4. Governing Law ( GCC Clause 5)

GCC 5.1	The Contract shall be interpreted in accordance with the laws of: Republic of Armenia
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### B. SUBJECT MATTER OF CONTRACT

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#### 5. Scope of the System ( GCC Clause 7)

GCC 7.3	<p>The Supplier's obligations under the Contract will include the following items, as identified in the Recurrent Cost tables in the Supplier's Proposal:</p> <p><b>Not Applicable</b></p>
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#### 6. 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.
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#### 7. 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: <b>none</b>
GCC 9.18	The Supplier <b>not required</b> to make security arrangements for the Project Site/s.

### C. PAYMENT

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#### 8. Contract Price ( GCC Clause 11)

GCC 11.2	Adjustments to the Contract Price shall be as follows: <b>not applicable</b>
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#### 9. Terms of Payment ( GCC Clause 12)

GCC 12.1	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
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	<p>payment category. Within each such category, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement.</p> <p><b>(a) Advance Payment</b></p> <p>Ten percent (10%) 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><b>The Contract Price shall be paid in installments, based on the following payments (the payment schedule will be finalized before the start of the second stage process)</b></p> <p>Suggested schedule:</p> <ol style="list-style-type: none"> <li><b>1. Phase 1. (e.g. Development of software requirements specification document:</b> Twenty percent (20%) of the pro-rata Contract Price envisaged for the Information System shall be paid against acceptance of Phase 1, upon submission of claim supported by the Act of Acceptance issued by the Purchaser.)</li> <li><b>2. Phase 2a. (e.g., System development, deployment, and customization:</b> Thirty percent (30%) of the pro-rata Contract Price envisaged for the Information System shall be paid against acceptance of Phase 2, upon submission of claim supported by the Act of Acceptance issued by the Purchaser.)</li> <li><b>3. Phase 2b. (e.g., Hardware Delivery:</b> One hundred percent (100%) of the pro-rata Contract Price envisaged for the Goods (Hardware) delivered and installed shall be paid in full against receipt and acceptance of the Goods, upon submission of a claim supported by the Act of Acceptance issued by the Purchaser. Partial payments shall be made against the goods that have been partially delivered and accepted.)</li> <li><b>4. Phase 3. ( e.g. System roll out in the live environment, hand over of technology and training:</b> Thirty percent (30%) of the pro-rata Contract Price envisaged for the Information System shall be paid against Acceptance of Phase 3, upon submission of claim supported by the Act of Acceptance issued by the Purchaser.)</li> <li><b>5. ( e.g. Complete System Integration:</b> Twenty percent (20%) of the pro-rata Contract Price envisaged for the Information System, as final payment against Operational Acceptance of the System as an integrated whole, shall be paid upon submission of claim supported by the Act of Acceptance issued by the Purchaser.)</li> </ol> <p>The payment of the Contract price, excluding local taxes, shall be made using the funds from the Fourth Public Sector Modernization Project</p>
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	(LOAN NUMBER 9338-AM). Local taxes shall be paid using the funds from the RA State Budget. The Office of the Prime-Minister of the Republic of Armenia will be responsible for processing payments for delivered goods and implemented services. The payments shall be made based on the Act of Acceptance, which should contain a description of the delivered Goods (with part numbers (if applicable)) and implemented services, issued by the RA MOJ.
GCC 12.3	The Purchaser shall pay to the Supplier interest on the delayed payments at a rate of: <b>6 % per annum.</b>
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	There are no Special Conditions of Contract applicable to GCC Clause 12.6.

### 10. Securities ( GCC Clause 13)

GCC 13.3.1	The Purchaser shall pay to the Supplier interest on the delayed payments at a rate of: <b>6 % per annum.</b>
GCC 13.3.4	The Supplier will invoice the Purchaser in the currency used in the Contract Agreement and the Price Schedules it refers to.

## D. INTELLECTUAL PROPERTY

### 11. Copyright ( GCC Clause 15)

GCC 15.3	<b><i>There are no Special Conditions of Contract applicable to GCC Clause 15.3</i></b>
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>The Supplier grants the Purchaser a permanent, irrevocable license for the Custom Software and associated materials. This license allows the Purchaser, its subordinate organizational units, and any legal successors to use, modify, extend, duplicate, and create derivative software or materials for normal activities conducted by the Purchaser.</p> <p>Prior to Operational Acceptance, the Supplier shall provide the Purchaser with a copy of the Source Code of the Custom Software, along with all relevant documents, as specified in the deadlines outlined in point 4.5 of the Implementation Schedule Table.</p> <p>Ownership of the System should belong to the Purchaser. The full source code of the system should be submitted to the Purchaser after completion of the project. The Purchaser will have right to transfer the source code to third parties for modernization, audit, backup and maintenance purposes.</p> <p>The Intellectual Property Rights will be finalized in the contract given the specifics of the system. The Ownership of the System and/or the customized</p>

	<p>components of it should belong to the Purchaser. The full source code of the system should be submitted to the Purchaser after completion of the project.</p> <p>By signing the agreement, the contracting organization, within 3 days, should hand over all rights to system developed on the basis of this contract and to maintain, service, improve and make any necessary changes during the term of the contract and the entire system, including all components, software modules, technical solutions used, rights to use and access to information about the "e-register" system (software programs that run the programs, all software support required for their operation, source codes, all rights of ownership of computer programs, graphic, audio elements, databases, necessary preparatory materials for creating the relevant computer program).</p> <p>The Supplier represents and warrants the following to the Purchaser:</p> <p>(a) The Source Code and related documents supplied to the Purchaser for the customized part are complete, accurate, and up-to-date, reflecting the exact version of the software in production at the time of Final Acceptance.</p> <p>(b) During the warranty period, if any changes occur in the production release, the Supplier will provide the Purchaser with updated Source Code and related documents within fifteen (15) days. These updates shall also be complete, accurate, and up-to-date, corresponding to the current production release.</p> <p>(c) The Source Code includes all necessary information in human-readable form for a reasonably skilled programmer or analyst to maintain and enhance the Custom Software. This includes programmers' comments, data and process models, logic manuals, flowcharts, and any other relevant documentation.</p>
GCC 15.5	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.5</i>

## 12. Software License Agreements ( GCC Clause 16)

GCC 16.1 (a) (iv)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)</i>
GCC 16.1 (b) (vi)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi)</i>
GCC 16.1 (b) (vii)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)</i>
GCC 16.2	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.2</i>

## 13. Confidential Information ( GCC Clause 17)

GCC 17.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 17.1</i>
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## E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM

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### 14. Representatives ( GCC Clause 18)

GCC 18.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 18.1</i>
GCC 18.2.2	<i>There are no Special Conditions of Contract applicable to GCC Clause 18.2.2</i>

### 15. 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"> <li>(i) <i>Project Organization and Management Plan Sub-Plan, including task, time, and resource schedules,</i></li> <li>(ii) <i>Delivery and Installation Sub-Plan,</i></li> <li>(iii) <i>System Integration Plan Sub-Plan,</i></li> <li>(iv) <i>Pre-commissioning and Appraisal Sub-Plan,</i></li> <li>(v) <i>Operational Acceptance and Testing Sub-Plan,</i></li> <li>(vi) <i>Warranty Defect Repair and Technical Support Service Sub-Plan</i></li> </ul>
GCC 19.1	<p>The timeline for the Project Plan review and correction process is as follows:</p> <p>The Supplier shall present the Project Plan to the Purchaser according to the timeframe specified in the Implementation Schedule.</p> <p>The Purchaser shall notify the Supplier of any non-conformities within five (5) days of receiving the Project Plan if it fails to adequately ensure that the proposed program of work, methods, and/or Information Technologies meet the Technical Requirements and/or the SCC. Upon receiving such notification, the Supplier shall correct the Project Plan within five (5) days and resubmit it to the Purchaser. The Purchaser, within five (5) days of receiving the revised Project Plan, shall notify the Supplier of any remaining non-conformities. This procedure will continue until the Project Plan is free from non-conformities. Once the Project Plan is free from non-conformities, the Purchaser shall provide written confirmation to the Supplier. The approved Project Plan, known as the "Agreed and Finalized Project Plan," will be binding on both the Purchaser and the Supplier as per the contract.</p>
GCC 19.6	<p><i>The Supplier shall submit to the Purchaser:</i></p> <ul style="list-style-type: none"> <li>(i) <i>monthly inspection and quality assurance reports</i></li> <li>(ii) <i>delivery plan per increment including sprint planning and sprint reviews</i></li> <li>(iii) <i>narrative phase reports on progress achieved per increment</i></li> </ul>

	<p>(iv) <i>monthly log of identified issues, service calls and problem resolutions</i></p> <p>(iv) <i>relevant documentations drafts and per phase as well as final versions</i></p>
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## 16. Design and Engineering ( GCC Clause 21)

GCC 21.3.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 21.3.1.</i>
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## 17. Procurement, Delivery, and Transport ( GCC Clause 22)

GCC 22.5	<p>The Supplier shall provide the Purchaser with the following shipping and other documents:</p> <p><b><u>For Goods supplied from outside the Purchaser's Country:</u></b></p> <p>(a) Supplier's signed original invoice showing the description of the Goods/Services, quantity, unit price, and total amount;</p> <p>(b) usual transportation documents; and</p> <p>(c) insurance certificate;</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>In addition to above the Supplier should send to the Purchaser the following other documents:</p> <p>(d) Manufacturer's or Supplier's warranty certificate</p> <p><b><u>For Goods supplied locally (i.e., from within the Purchaser's country):</u></b></p> <p>The Supplier shall send the following documents to the Purchaser, as appropriate:</p> <p>(a) Supplier's written off tax invoice showing Goods/Services' quantity, unit price, and total amount</p> <p>(b) Manufacturer's or Supplier's warranty certificate</p>
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## 18. Product Upgrades ( GCC Clause 23)

GCC 23.4	<i>There are no Special Conditions of Contract applicable to GCC Clause 23.4.</i>
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## 19. Inspections and Tests ( GCC Clause 25)

GCC 25	<i>There are no Special Conditions of Contract applicable to GCC Clause 25.</i>
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**20. Commissioning and Operational Acceptance ( GCC Clause 27)**

GCC 27.2.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 27.2.1.</i>
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**F. GUARANTEES AND LIABILITIES****21. Operational Acceptance Time Guarantee ( GCC Clause 28)**

GCC 28.2	<p>There are no Special Conditions of Contract applicable to GCC Clause 28.2.</p> <p><b>Note:</b> The Liquidated damages milestones are specified in the Implementation Schedule or the Agreed Project Plan.</p>
GCC 28.3	Liquidated damages payable under GCC Clause 28.2 shall be applied to the failure Delivery or Installation of the relevant Subsystem / Component/ Item as indicated in the Implementation Schedule.

**22. Defect Liability ( GCC Clause 29)**

GCC 29.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.1.</i>
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 thirty-six (36) months.</p> <p>The Warranty Period for the Goods/Hardware shall commence from the date of the Acceptance of the Hardware and shall extend for period specified under the Hardware Specifications of the Section VII.</p>
GCC 29.10	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.10</i>

**23. Functional Guarantees ( GCC Clause 30)**

GCC 30	<i>There are no Special Conditions of Contract applicable to GCC Clause 30.</i>
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**24. Intellectual Property Rights Indemnity ( GCC Clause 32)**

GCC 32	<i>There are no Special Conditions of Contract applicable to GCC Clause 32.</i>
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## G. RISK DISTRIBUTION

### 25. Insurances ( GCC Clause 37)

GCC 37.1 (c)	<p>The Supplier shall obtain Third-Party Liability Insurance</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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.</li> </ul> <p>The Insurance shall cover the period from relative to the Effective Date of the Contract until its completion.</p>
GCC 37.1 (e)	<i>There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).</i>

## H. CHANGE IN CONTRACT ELEMENTS

### 26. Changes to the System ( GCC Clause 39)

GCC 39.4	<p><b>Value Engineering</b></p> <p>The Purchaser <i>will not</i> consider a Value Engineering Proposal.</p>
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## I. SETTLEMENT OF DISPUTES

### 27. Settlement of Disputes (GCC Clause 43)

GCC 43.1.4	The Appointing Authority for the Adjudicator is: <i>not applicable</i> .
GCC 43.2.3	<p>If the Supplier is from outside the Purchaser's Country arbitration proceedings shall be conducted in accordance with the rules of arbitration of <b>UNCITRAL</b>. 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>

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GCC 44.1	Cyber Security requirements shall comply with the security standards defined by the Information Systems Agency of Armenia and will be specified in the contract given the specifics of the proposed System. The terms and conditions can be suggested by the Supplier in negotiation with the Purchaser as an annex to the main contract.
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## SECTION X - CONTRACT FORMS

### Notes to Proposers on working with the Sample Contractual Forms

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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 these RFP documents 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 12.1 - in the form contained in this section of these RFP documents 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 RFP documents for the information of Proposers.

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## 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 at an interim stage of the procurement process.]*

*[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 *[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

<b>Name:</b>	<i>[insert name of successful Proposer]</i>
<b>Address:</b>	<i>[insert address of the successful Proposer]</i>
<b>Contract price:</b>	<i>[insert contract price of the successful Proposer]</i>
<b>Total combined score:</b>	<i>[insert the total combined score of the successful Proposer]</i>



**2. Other Proposers** *[INSTRUCTIONS: insert names of all Proposers that submitted a Proposal. If the Proposal's price as read out and evaluated, technical scores and combined scores.]*

Name of Proposer	Technical Score	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]
[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:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## 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 Proposal 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:** *[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. 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

---

To: \_\_\_\_\_

\_\_\_\_\_

This is to notify you that your Proposal dated \_\_\_\_\_ for execution of the \_\_\_\_\_ for the Contract Price in the aggregate of \_\_\_\_\_, 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 64.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the RFP Document.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract Agreement

## CONTRACT AGREEMENT

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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"> <li>(a) This Contract Agreement and the Appendices attached to the Contract Agreement</li> <li>(b) Special Conditions of Contract</li> <li>(c) General Conditions of Contract</li> <li>(d) Technical Requirements (including Implementation Schedule)</li> <li>(e) The Supplier’s Proposal and original Price Schedules</li> <li>(f) Code of Conduct for Supplier’s Personnel</li> <li>(g) <i>[ Add here: any other documents ]</i></li> </ol> |
|                    | 1.2 | Order of Precedence (Reference GCC Clause 2)   |
|                    |     | <p>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.</p>  |

	1.3	Definitions (Reference GCC Clause 1)	Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.
Article 2.	2.1	Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11)	<p>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: <i>[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 ],</i> as specified in the Grand Summary Price Schedule.</p> <p>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.</p>
Contract Price and Terms of Payment			
Article 3.	3.1	Effective Date (Reference GCC Clause 1.1 (e) (ix))	<p>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:</p> <ul style="list-style-type: none"> <li>(a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;</li> <li>(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;</li> <li>(c) The Purchaser has paid the Supplier the advance payment, in accordance with GCC Clause 12;</li> </ul> <p>Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.</p>
Effective Date for Determining Time for Operational Acceptance	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 <i>[if there is no Adjudicator, state "not applicable"]</i>
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 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).



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## **PERFORMANCE AND ADVANCE PAYMENT SECURITY FORMS**

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## 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)<sup>1</sup> 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)<sup>1</sup> in figures and words**]*. This remaining guarantee shall expire no later than *[insert: **number and select: of months/of years (of the Warranty Period that needs to be covered by the remaining guarantee)**]* from the date of the Operational Acceptance Certificate for the System,<sup>2</sup> 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.*

<sup>1</sup> *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.*

<sup>2</sup> *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.*

## Advance Payment Security Bank Guarantee

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*[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]*<sup>1</sup> 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 credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

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<sup>1</sup> 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.

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 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.***

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## **INSTALLATION AND ACCEPTANCE CERTIFICATES**

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### **Installation and Acceptance Certificates**

## 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: “Project Manager” or specify the title of a higher level authority in the Purchaser’s organization ]*

## 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:

in the capacity of: *[ state: “Project Manager” or specify a higher level authority in the Purchaser’s organization ]*

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## CHANGE ORDER PROCEDURES AND FORMS

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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



## 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: “Project Manager” or specify a higher level authority in the Purchaser’s organization* ]

## 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 other higher level authority in the Supplier's organization ]*

## 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: "Project Manager" or specify a higher level authority in the Purchaser's organization ]*

## 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 higher level authority in the Supplier's organization]*

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

1. Title of Change: *[ insert: name ]*
2. Request for Change No./Rev.: *[ insert: request number / revision ]*
3. Change Order No./Rev.: *[ insert: order number / revision ]*
4. Originator of Change: *[ select: Purchaser / Supplier; and add: name ]*

5. Authorized Price for the Change:

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

Date: *[ insert: date ]*

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

6. Adjustment of Time for Achieving Operational Acceptance: *[ insert: amount and description of adjustment ]*
7. Other effects, if any: *[ state: "none" or insert description ]*

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [ state: *“Project Manager” or higher level authority in the Purchaser’s organization* ]

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [ state *“Supplier’s Representative” or specify a higher level authority in the Supplier’s organization* ]



## 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 ]*