

Request for Proposals

Information Systems

Design, Supply, and Installation

(Single Stage)

Specific Procurement Notice – Request for Proposals without Prequalification

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

Purchaser:	Ministry of Justice (MOJ) of the Republic of Armenia and the Office of the Prime Minister of the Republic of Armenia
Project:	Fourth Public Sector Modernization Project (PSMP4)
Contract title:	Procurement of the e-Notary System
Country:	Republic of Armenia
Loan No.:	9338-AM
RFP No:	PSMP4-GO-RFP-1.2.6
Issued on:	September 5, 2025

1. The Republic of Armenia has received financing from the World Bank toward the cost of the Fourth Public Sector Modernization Project (PSMP4) and intends to apply part of the proceeds toward payments under the contract for the **Procurement of the e-Notary System**.
2. The Office of the Prime Minister of the Republic of Armenia now invites sealed Proposals from eligible Proposers for the design, implementation, testing, and localization of the **e-Notary System** (New Custom Software Solution (CSW)). The goal of the project is to design, implement, test, and deploy a new operational system in a real-world environment, in accordance with existing legal regulations and in alignment with ongoing legal reform efforts, as well as the requirements outlined in this document and other applicable legal norms governing the field. The system should digitize the entire chain of notarial functions, ensuring maximum automation of business processes.
3. The procurement process will be conducted through international competitive procurement using Request for Proposals (RFP) as specified in the World Bank's "Procurement Regulations for IPF Borrowers" dated November 2020 ("Procurement Regulations"), and is open to all eligible Proposers as defined in the Procurement Regulations.
4. Proposals will be evaluated in accordance with the evaluation process set out in the bidding documents. The following weightings shall apply for Rated Criteria: Proposal technical factors: 40% and for Proposal cost: 60 %.

5. Interested eligible Proposers may obtain further information from the Office of the Prime-Minister of RA and inspect the request for proposals document during office hours 09.00 to 18.00 of Yerevan time at the address given below.
6. The request for proposals document (the hard and/or the soft version) in English may be obtained by interested eligible Proposers upon the submission of a written application to the address below. In addition to the hard copies the document will be sent by e-mail upon request. The document may be downloaded (on a free of charge basis) also from www.gnumner.am website (https://gnumner.minfin.am/hy/page/bac_mrcuyti_haytarutyun_ev_hraver/). Moreover, the Office of the Prime Minister of RA shall not be liable for the fault or incomplete downloading from the website, or further in case of missing the Addenda to the request for proposals document. In any case, if there is a discrepancy between a hard copy and electronic one, the hard copy will prevail.
7. Proposals must be delivered to the address below **on or before October 22, 2025, by 15:00 (local time)**. Electronic procurement **will not** be permitted. Late Proposals will be rejected. The outer Proposal envelopes marked “ORIGINAL PROPOSAL”, and the inner envelopes marked “TECHNICAL PART” will be publicly opened in the presence of the Proposers’ designated representatives and anyone who chooses to attend, at the address below **on October 22, 2025, by 15:00 (local time)**. All envelopes marked “FINANCIAL PART” shall remain unopened and will be held in safe custody of the Purchaser until the second public Proposals opening.
8. All Proposals must be accompanied by a **Proposal Security**. The amount of Proposal Security required is EURO 25,000 or an equivalent amount in freely convertible currency or an equivalent amount in AMD.
9. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Proposer’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the request for proposal document.
10. The address (es) referred to above is (are):

Office of the Prime Minister of RA

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

Attn: Mr. Aharon Mkrtchyan, PSMP4 Project Manager

E-mail: info@psmp.am

City: Yerevan

ZIP Code: 0010

Country: Republic of Armenia

Telephone: (+374 10) 515931

Request for Proposals

Information Systems

Design, Supply and Installation

(Without Prequalification)

Procurement of:

The e-Notary System

Purchaser:	Ministry of Justice (MOJ) of the Republic of Armenia and the Office of the Prime Minister of the Republic of Armenia
Project:	Fourth Public Sector Modernization Project (PSMP4)
Contract title:	Procurement of the e-Notary System of the Ministry of Justice (MOJ)
Country:	Republic of Armenia
Loan No.:	9338-AM
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PART 1 – REQUEST FOR PROPOSALS PROCEDURES

SECTION I - INSTRUCTIONS TO PROPOSERS (ITP)

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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 request for proposals document for the supply and installation of the Information System as specified in Section VII, Purchaser’s Requirements. The name, identification and number of lots (contracts) of this RFP are specified in the PDS.
- 1.2. Unless otherwise stated, throughout this request for proposals document definitions and interpretations shall be as prescribed in the Section VIII, General Conditions of Contract.

Throughout this request for proposals document:

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

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

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

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

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

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

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

2. Source of Funds	2.1. The Borrower or Recipient (hereinafter called "Borrower") indicated in the PDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in the PDS toward the project named in the PDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this request for proposals document is issued. 2.2. Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of equipment, materials or any other goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.
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 procurement process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the PDS, there is no limit on the number of members in a JV.
- 4.2. A Proposer shall not have a conflict of interest. Any Proposer found to have a conflict of interest shall be disqualified. A Proposer may be considered to have a conflict of interest for the purpose of this procurement process, if the Proposer:
- (a) directly or indirectly controls, is controlled by or is under common control with another Proposer; or
 - (b) receives or has received any direct or indirect subsidy from another Proposer; or
 - (c) has the same legal representative as another Proposer; or
 - (d) has a relationship with another Proposer, directly or through common third parties, that puts it in a position to influence the Proposal of another Proposer, or influence the decisions of the Purchaser regarding this procurement process; or
 - (e) any of its affiliates participates as a consultant in the preparation of the design or technical specifications of the Information System that are the subject of the Proposal; or
 - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower as Contract manager for the Contract implementation; or
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the

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

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

- 4.3. A firm that is a Proposer (either individually or as a JV member) shall not participate as a Proposer or as JV member in more than one Proposal except for permitted alternative Proposals. Such participation shall result in the disqualification of all Proposals in which the firm is involved. However, this does not limit the participation of a Proposer as subcontractor in another Proposal or of a firm as a subcontractor in more than one Proposal.
- 4.4. A Proposer may have the nationality of any country, subject to the restrictions pursuant to ITP 4.8. A Proposer shall be deemed to have the nationality of a country if the Proposer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

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

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

5. Eligible Goods and Services

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

B. CONTENTS OF THE REQUEST FOR PROPOSALS DOCUMENT

6. Sections of the Request for Proposals Document

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

PART 1 - Request for Proposals Procedures

Section I - Instructions to Proposers (ITP)

Section II - Proposal Data Sheet (PDS)

Section III - Evaluation and Qualification Criteria

Section IV - Proposal Forms

Section V - Eligible Countries

Section VI - Fraud and Corruption

PART 2 - Purchaser's Requirements

Section VII - Requirements of the IS, including:

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

PART 3 - Contract

Section VIII - General Conditions of Contract

Section IX -Special Conditions of Contract

Section X - Contract Forms

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

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

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

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

8. Amendment of Request for Proposals Document

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

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

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

C. PREPARATION OF PROPOSALS

9. Cost of Proposals

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

10. Language of Proposal

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

11. Documents Comprising the Proposal

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

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

11.2. The Technical Part shall contain the following:

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

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

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

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

11.3. The Financial Part shall contain the following:

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

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

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

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

12. Letters of Proposal and Price Schedules

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

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

13. Alternative Proposals

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

14. Documents Establishing the Eligibility of the Information System

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

15. Documents Establishing the Eligibility and Qualifications of the Proposer

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

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

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

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

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

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

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

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

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

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

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

- (b) Locally supplied Goods:

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

- (c) Inland transportation.

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

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

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

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

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

20. Proposal Security

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

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

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

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

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

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

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

21. Format and Signing of Proposal

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

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

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

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

D. SUBMISSION OF PROPOSALS

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

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

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

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

E. PUBLIC OPENING OF TECHNICAL PARTS OF PROPOSALS

26. Public Opening of Technical Parts of Proposals

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

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

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

F. EVALUATION OF PROPOSALS- GENERAL PROVISIONS

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

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

28. Clarification of Proposals

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

29. Deviations, Reservations, and Omissions

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

G. EVALUATION OF TECHNICAL PART OF PROPOSALS

30. Determination of Responsiveness

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

31. Eligibility and Qualifications of the Proposer

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

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

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

**32. Detailed
Evaluation of
Technical Part**

- 32.1. The scores and weightings to be given to Rated Criteria (including technical and non-price factors and sub factors) are specified in the PDS.

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

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

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

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

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

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

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

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

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

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

33.14. The Purchaser shall prepare a record of the opening of the Financial Part envelopes that shall include, as a minimum:

- (a) the name of the Proposers whose Financial Part was opened;
- (b) the Proposal prices including any discounts. and
- (c) The Probity Auditor's report of the opening of the Financial Part.

33.15. The probity auditor shall sign the record. The contents of the envelopes marked 'Financial Part' and the record of the opening shall be kept in safe custody by the Purchaser and not disclosed to anyone until the time of the transmission of the Notification of Intention to Award the contract.

I. EVALUATION OF FINANCIAL PART OF PROPOSALS

34. Adjustments for Non-material Nonconformities

34.1. Provided that a Proposal is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Proposal Price. To this effect, the Proposal Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Proposers. If the price of the item or component cannot be derived from the price of other substantially responsive Proposers, the Purchaser shall use its best estimate.

35. Correction of Arithmetic Errors

35.1. In evaluating the Financial Part of each Proposal, 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. 1 to 5 and the amount given in Schedule No. 6 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 35.2. Proposers shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITP 35.1, shall result in the rejection of the Proposal.

**36. Evaluation
Proposals
Financial Part**

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

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

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

37. Abnormally Low Proposals

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

38. Unbalanced or Front Loaded Proposals

- 38.1. If the Proposal that is evaluated as the lowest evaluated cost is, in the Purchaser's opinion, seriously unbalanced or front loaded the Purchaser may require the Proposer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Proposal prices with the scope of information systems, installations, proposed methodology, schedule and any other requirements of the request for proposals document.
- 38.2. After the evaluation of the information and detailed price analyses presented by the Proposer, the Purchaser may:
 - (a) accept the Proposal; or
 - (b) if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Proposer, to a level not exceeding twenty percent (20%) of the Contract Price; or

- (c) reject the Proposal.

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

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

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

- 39.7. Negotiations may address any aspect of the contract so long as they do not materially change the specified business function and performance requirements.
- 39.8. The Purchaser may negotiate first with the Proposer that has the Most Advantageous Proposal. If the negotiations are unsuccessful the Purchaser may negotiate with the Proposer that has the next best Most Advantageous Proposal, and so on down the list until a successful negotiated outcome is achieved.
- 39.9. Unless otherwise specified in the PDS, the Purchaser will NOT carry out tests prior to Contract award, to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements. However, if so specified in the PDS the Purchaser may carry out such tests as detailed in the PDS.
- 39.10. Proposer.
- 39.11. Prior to Contract award, the Purchaser may carry out visits or interviews with the Proposer's clients referenced in its Proposal and site inspections.
- 39.12. The capabilities of the manufacturers and subcontractors proposed by the Proposer that is determined to have offered the Most Advantageous Proposal for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Proposal will not be rejected, but the Proposer will be required to substitute an acceptable manufacturer or subcontractor without any change to the Proposal price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.
- 40. Purchaser's Right to Accept Any Proposal, and to Reject Any or All Proposals**
- 40.1. The Purchaser reserves the right to accept or reject any Proposal, and to annul the procurement process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Proposers. In case of annulment, all Proposals submitted and specifically, Proposal securities, shall be promptly returned to the Proposers.
- 41. Standstill Period**
- 41.1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITP 46. The Standstill Period commences the day after the date the Purchaser has

transmitted to each Proposer the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

42. Notification of Intention to Award	of to	42.1. The Purchaser shall send to each Proposer the Notification of Intention to Award the Contract to the successful Proposer. The Notification of Intention to Award shall contain, at a minimum, the following information: (a) the name and address of the Proposer submitting the successful Proposal; (b) the Contract price of the successful Proposal; (c) the total combined score of the successful Proposal; (d) the names of all Proposers who submitted Proposals, and their Proposal prices as readout and as evaluated prices and technical scores; (e) a statement of the reason(s) the Proposal (of the unsuccessful Proposer to whom the notification is addressed) was unsuccessful; (f) the expiry date of the Standstill Period; and (g) instructions on how to request a debriefing or submit a complaint during the standstill period;

K. AWARD OF CONTRACT

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

- 45. Notification of Award**
- 45.1. Prior to the date of expiry of the Proposal validity and upon expiry of the Standstill Period, specified in ITP 41.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Proposer, in writing, that its Proposal has been accepted. The notification letter (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 45.2. Within ten (10) Business days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Purchaser;
 - (b) name and reference number of the contract being awarded, and the selection method used;
 - (c) names of all Proposers that submitted Proposals, and their Proposal prices as read out at Proposal opening, and as evaluated;
 - (d) name of Proposers whose Proposals were rejected and the reasons for their rejection;
 - (e) the name of the successful Proposer, the final total contract price, the contract duration and a summary of its scope; and
 - (f) successful Proposer’s Beneficial Ownership Disclosure Form.
- 45.3. The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at least one newspaper of national circulation in the Purchaser’s Country, or in the official gazette.
- 45.4. Until a formal contract is prepared and executed, the Notification of Award shall constitute a binding Contract.
- 46. Debriefing by the Purchaser**
- 46.1. On receipt of the Purchaser’s Notification of Intention to Award referred to in ITP 42, an unsuccessful Proposer has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Proposers whose request is received within this deadline.

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

**47. Signing
Contract**

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

necessary for the export of the Information System under the terms of the Contract.

48. Performance Security

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

49. Adjudicator

- 49.1. Unless the PDS states otherwise, the Purchaser proposes that the person named in the PDS be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GCC Clause 43.1. In this case, a résumé of the named person is attached to the PDS. The proposed hourly fee for the Adjudicator is specified in the PDS. The expenses that would be considered reimbursable to the Adjudicator are also specified in the PDS. If a Proposer does not accept the Adjudicator proposed by the Purchaser, it should state its non-acceptance in its Proposal Form and make a counterproposal of an Adjudicator and an hourly fee, attaching a résumé of the alternative. If the successful Proposer and the Adjudicator nominated in the PDS happen to be from the same country, and this is not the country of the Purchaser too, the Purchaser reserves the right to cancel the Adjudicator nominated in the PDS and propose a new one. If by the day the Contract is signed, the Purchaser and the successful Proposer have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the SCC clause relating to GCC Clause 43.1.4, or if no Appointing

Authority is specified there, the Contract will be implemented without an Adjudicator.

**50. Procurement
Related
Complaint**

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

SECTION II - PROPOSAL DATA SHEET (PDS)

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

ITP Reference	A. General
ITP 1.1	The reference number of the Request for Proposals is: PSMP4-GO-RFP-1.2.6 The Purchaser is: Ministry of Justice (MOJ) of the Republic of Armenia and the Office of the Prime Minister of the Republic of Armenia The name of the RFP is: Procurement of the e-Notary System The Purchaser shall not accept Proposal for multiple lots under this request for proposals document. The lots are: Not applicable.
ITP 1.3 (a)	Electronic Procurement shall not be applicable to this procurement. The Purchaser shall use the following electronic-procurement system to manage this procurement process: not applicable. The electronic-procurement system shall be used to manage the following aspects of the Procurement process: not applicable.
ITP 2.1	The Borrower is: Republic of Armenia Loan or Financing Agreement amount: EUR 26.5 million The name of the Project is: Fourth Public Sector Modernization Project (PSMP4)
ITP 4.1	Maximum number of members in the JV shall be: 3
ITP 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
B. Request for proposals Document	
ITP 7.1	For <u>Clarification of Proposal purposes</u> only, the Purchaser's address is: Office of the Prime Minister of RA Address: Government House 1, Republic Square

	Floor/ Room number: 1-st Floor, Room 115, 117 Attention: Mr. Aharon Mkrtchyan, PSMP4 Project Manager E-mail : info@psmp.am City : Yerevan ZIP Code : 0010 Country: Republic of Armenia Telephone: (+374 10) 515931 Requests for clarification should be received by the Purchaser no later than: 14 days prior to the Proposals submission deadline.
ITP 7.1	Web page: www.gnumner.am website
ITP 7.4	An online Pre-Proposal meeting shall take place at the following date, time: Date: September 24, 2025 Time: 11:00 (local time) A Pre-Proposal meeting will be conducted online, and attendance is optional. If you wish to attend the online meeting, please request the meeting link by contacting info@psmp.am. As per ITP 7.5, the Proposer is requested, as far as possible, to submit written questions to the Purchaser within one week prior to the meeting. A site visit conducted by the Purchaser <i>shall not be</i> organized.
C. Preparation of Proposals	
ITP 10.1	The language of the Proposal is: English. All correspondence exchange shall be in English language. Language for translation of supporting documents and printed literature is English.
ITP 11.2 (j)	The Proposer shall submit with the Technical Part of its Proposal the following additional documents: 1. Code of Conduct for Supplier's Personnel (ES) 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.

	2. Cybersecurity Management and Implementation Plan The Proposer shall submit a comprehensive Cybersecurity Management and Implementation Plan detailing the measures that will be taken to ensure the security and protection of data and information systems involved in the execution of the Contract. This plan should include risk assessment, preventive measures, response strategies, and recovery protocols to address potential cyber threats and vulnerabilities. The Proposer must ensure that all personnel are trained in cybersecurity best practices and that regular audits and updates to the cybersecurity measures are conducted throughout the duration of the Contract.
ITP 11.3(d)	The Proposer shall submit the following additional documents in the Financial Part of its Proposal: Not applicable
ITP 13.1	<i>Alternative Proposals are not permitted.</i> Proposals offering Commercial-of-the-shelf (COTS) and Software-as-a-Services (SAAS) solutions will be rejected as non-responsive.
ITP 13.2	Alternatives to the Time Schedule <i>are not</i> permitted.
ITP 13.4	Alternative technical solutions shall be permitted for the following parts of the Information System: none
ITP 15.2	Prequalification has not been undertaken.
ITP 16.2 (a)	In addition to the topics described in ITP Clause 16.2 (a), the Preliminary Project Plan must address the following topics: (i) <i>Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);</i> (ii) <i>Implementation Sub-Plan;</i> (iii) <i>Integration and Data Migration Sub-Plan;</i> (iv) <i>Training Sub-Plan;</i> (v) <i>Quality Management Sub-Plan; (QMP)</i> (vi) <i>Testing Sub-Plan;</i> (vii) <i>Warranty Defect Repair and Technical Support Service Sub-Plan</i>
ITP 16.3	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Proposers shall offer the following items: Not applicable
ITP 17.2	The Proposer <i>must not</i> propose Recurrent Cost Items

ITP 17.2	The Proposer <i>must not</i> propose for contracts for Recurrent Cost Items not included in the main Contract.
ITP 17.5	The Incoterms edition is: Incoterms® 2020.
ITP 17.5 (a)	Named place of destination is: CIP Armenian border.
ITP 17.6	Named place of final destination (or Project site) is: the Sites of entities specified in “Site Table” in Section VII
ITP 17.8	There are no modifications to ITP 17.8
ITP 17.9	The prices quoted by the Proposer shall not be subject to adjustment during the performance of the Contract.
ITP 18.1	The Proposer is not required to quote in the currency of the Purchaser’s Country the portion of the Proposal price that corresponds to expenditures incurred in that currency. 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.
ITP 19.1	The Proposal shall be valid until: February 19, 2026
ITP 19.3 (a)	The Proposal price shall be adjusted by the following factor(s): 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.
ITP 20.1	A <i>Proposal Security</i> <i>shall be</i> required. The Proposal Security shall be included exclusively in the envelope containing the TECHNICAL PART of the Proposal. A Proposal-Securing Declaration <i>shall not be</i> required. The amount and currency of the Proposal Security shall be EURO 25,000 or an equivalent amount in freely convertible currency or an equivalent amount in AMD. The date for the exchange rate for the Proposal Security shall be: October 15, 2025
ITP 20.3	The Proposal Security shall be valid until: March 19, 2026

ITP 20.3 (d)	Other types of acceptable securities: only an unconditional Bank Guarantee issued by a bank.
ITP 20.9	Not applicable
ITP 21.3	The written confirmation of authorization to sign on behalf of the Proposer shall consist of: Either a document that certifies the signer's authorization or a power of attorney if such a document is not available.
D. Submission and Opening of Proposals	
ITP 22.1	In addition to the original of the Proposal (printed hard copy, duly signed in ink), the Proposer shall submit four (4) electronic copies on a Flash Memory Card/USB Flash Drive. The printed original shall be considered the official and legally binding version. Scanned copies or electronic signatures shall not be accepted as originals. In the event of any discrepancy between the printed hard copy and the electronic version, the printed hard copy shall prevail No financial information shall be included in the Technical Part of the Proposal nor in the Flash Memory card/USB Flash Drive.
ITP 23.1	For Proposal submission purposes_only, the Purchaser's address is: Office of the Prime Minister of RA Address: Government House 1, Republic Square Floor/Room number: 1-st Floor, Room 115, 117 Attention: Mr. Aharon Mkrtchyan, PSMP4 Project Manager City: Yerevan ZIP Code: 0010 Country: Republic of Armenia Telephone: (+374 10) 515931 The deadline for Proposal submission is: Date: October 22, 2025 Time: 15:00 (local time).
ITP 23.1	Proposers shall not have the option of submitting their Proposals electronically.
E. Public Opening of Technical Parts of Proposals	

ITP 26.1	The Proposal opening shall take place at: Office of the Prime Minister of RA Address: Government House 1, Republic Square Floor/Room number: 1-st Floor, Room 115, 117 Attention: Mr. Aharon Mkrtchyan, PSMP4 Project Manager City: Yerevan ZIP Code: 0010 Country: Republic of Armenia Date: October 22, 2025 Time: 15:00 (local time).								
ITP 26.1	The electronic Proposal opening procedures shall be: not applicable.								
G. Evaluation of Technical Part of Proposals									
ITP 32.2	The technical factors (sub-factors) and the corresponding weight out of 100% are: <table border="1" data-bbox="451 926 1364 1820"> <thead> <tr> <th colspan="2" data-bbox="451 926 1203 978">1. Supplier Qualification & Experience</th></tr> </thead> <tbody> <tr> <td data-bbox="451 978 1203 1104">1.1 At least 3 years of experience in the development of large-scale e-government systems or other high-availability and mission-critical systems.</td><td data-bbox="1203 978 1364 1104">(up to 30)</td></tr> <tr> <td data-bbox="451 1104 1203 1524">1.2 The proposal must provide a comprehensive explanation of the system's modular structure, workflow management, user portal, and reporting & analytics capabilities. It should detail how these features facilitate efficient service delivery, enable the generation of meaningful insights from data, and offer user-friendly workflow management. Additionally, it should cover the customization options, report formats, and advanced data visualization tools available, highlighting their benefits and practicality.</td><td data-bbox="1203 1104 1364 1524">(up to 35)</td></tr> <tr> <td data-bbox="451 1524 1203 1820">1.3 The proposal should clearly articulate the methods for project implementation, emphasizing effective stakeholder interaction and maintaining close proximity to the Purchaser's location. This includes a detailed plan for delegating the main technical team to the Purchaser's country and/or involving national experts. The Preliminary Project Plan should outline how these strategies will support</td><td data-bbox="1203 1524 1364 1820">(up to 35)</td></tr> </tbody> </table>	1. Supplier Qualification & Experience		1.1 At least 3 years of experience in the development of large-scale e-government systems or other high-availability and mission-critical systems.	(up to 30)	1.2 The proposal must provide a comprehensive explanation of the system's modular structure, workflow management, user portal, and reporting & analytics capabilities. It should detail how these features facilitate efficient service delivery, enable the generation of meaningful insights from data, and offer user-friendly workflow management. Additionally, it should cover the customization options, report formats, and advanced data visualization tools available, highlighting their benefits and practicality.	(up to 35)	1.3 The proposal should clearly articulate the methods for project implementation, emphasizing effective stakeholder interaction and maintaining close proximity to the Purchaser's location. This includes a detailed plan for delegating the main technical team to the Purchaser's country and/or involving national experts. The Preliminary Project Plan should outline how these strategies will support	(up to 35)
1. Supplier Qualification & Experience									
1.1 At least 3 years of experience in the development of large-scale e-government systems or other high-availability and mission-critical systems.	(up to 30)								
1.2 The proposal must provide a comprehensive explanation of the system's modular structure, workflow management, user portal, and reporting & analytics capabilities. It should detail how these features facilitate efficient service delivery, enable the generation of meaningful insights from data, and offer user-friendly workflow management. Additionally, it should cover the customization options, report formats, and advanced data visualization tools available, highlighting their benefits and practicality.	(up to 35)								
1.3 The proposal should clearly articulate the methods for project implementation, emphasizing effective stakeholder interaction and maintaining close proximity to the Purchaser's location. This includes a detailed plan for delegating the main technical team to the Purchaser's country and/or involving national experts. The Preliminary Project Plan should outline how these strategies will support	(up to 35)								

	seamless collaboration, timely communication, and efficient project execution.	
	Subtotal being 100 points, is 60% of total technical score	
	1. Qualification of Key Personnel	
	1.1 Team Lead	(up to 13)
	1.2 Senior Business Process Analyst	(up to 10)
	1.3 Systems Architect	(up to 10)
	1.4 Database Administrator	(up to 10)
	1.5 Lead Full Stack Developer	(up to 10)
	1.6 Lead Quality Assurer	(up to 10)
	1.7 Cybersecurity specialist	(up to 10)
	1.8 UI/UX Designer	(up to 9)
	1.9 Technical Writer	(up to 9)
	1.10 Lawyer	(up to 9)
	Subtotal being 100 points, is 40% of total technical score	
	The technical proposal scoring methodology is specified in Section III- Evaluation and Qualification Criteria	
H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts		
ITP 33.8	The Letter of Proposal – Financial Part and the Price Schedules shall be initialed by the members of the Evaluation committee conducting Proposal opening.	
I. Evaluation of Financial Part of Proposals		
36.1(f)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Time for Completion: No. (b) Present value of Recurrent Costs: No. (c) Functional Guarantees of the Facilities: No.	

	(d) Work, services, facilities, etc., to be provided by the Purchaser: No.
ITP 36.2	The currency(ies) of the Proposal shall be converted into a single currency as follows: The currency that shall be used for comparison purposes to convert the offered prices expressed in various currencies into a single currency is: Armenian Drams (AMD) The source of exchange rate shall be: Central Bank of the Republic of Armenia (www.cba.am). The date for the exchange rate shall be: October 22, 2025
J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Proposal	
ITP 39.1	The weight to be given for cost is: 60%
ITP 39.2	BAFO does not apply.
ITP 39.5	Negotiation does not apply.
ITP 39.9	As additional qualification measures, the Information System (or components/parts of it) offered by the Proposer with the Most Advantageous Proposal may be subjected to the following tests and performance benchmarks prior to Contract award: none.
K. AWARD OF CONTRACT	
ITP 44	The maximum percentage by which quantities may be increased is: N/A The maximum percentage by which quantities may be decreased is: N/A
ITP 49	The proposed Adjudicator is: There will be no Adjudicator under this Contract.
ITP 50.1	The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” A Procurement-related Complaint may challenge any of the following: 1. The terms of the request for proposals document; 2. the Purchaser’s decision to exclude a Proposer from the procurement process prior to the award of contract; and 3. The Purchaser’s decision to award the contract. 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: For the attention: Mr. Aharon Mkrtchyan, Title/position: PSMP4 Project Manager Purchaser: Office of the Prime Minister of RA Email address: info@psmp.am

SECTION III - EVALUATION AND QUALIFICATION CRITERIA (WITHOUT PREQUALIFICATION)

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

1. Qualification

1.1 Qualification Requirements

The Proposer's qualification shall be assessed in accordance with Annex1, the "Qualification Requirements table" included in this Section III.

1.2 Financial Resources

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

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

and

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

1.3 Key Personnel

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

No.	Position	Relevant Expected Experience
Key Personnel		

1	Team Lead	1. At least 5 years of relevant experience in managing projects of a similar nature (the similarity shall be based on the complexity, methods and technology comparable to the Technical Requirements specified in Section VI). 2. Extensive experience in managing large-scale e-government systems or other high-availability, mission-critical systems with large number of concurrent users. 3. At least 3 years of experience working with multiple stakeholders, including government agencies, international experts, and other stakeholder groups. 4. At least a university degree in Business Management, Computer Science, Software Engineering, or a related field, along with relevant certifications (such as PMP, CSM, PMI-ACP, CSDP, PRINCE2 Practitioner, etc.).
2	Senior Business Process Analyst	1. At least 5 years of experience in business process analysis, including expertise in identifying inefficiencies, proposing solutions, optimizing processes, and writing user stories to effectively communicate business requirements to technical teams for the successful implementation of process improvements. 2. Experience as a Business Process Analyst on at least 2 projects focused on large-scale e-government systems or other high-availability, mission-critical systems with a large number of concurrent users, ensuring alignment with government regulations and user requirements through the analysis of technical systems and business processes. 3. At least 3 years of experience in process automation or digital transformation initiatives. 4. At least a university degree in Business Administration, Computer Science, Software Engineering, or a related field, along with relevant certifications (such as CBAP, CCBA, Certified Six Sigma, CBPP, CSM, etc.)

3	System Architect	1. At least 5 years of experience in designing and implementing complex system architectures. 2. At least 3 years of experience in designing scalable and high-performance systems across multiple platforms and environments (e.g., cloud, on-premise, hybrid). 3. Minimum of 3 years of hands-on experience in leveraging a diverse range of architecture frameworks and methodologies (such as TOGAF, Zachman, and Microservices) to design, implement, and optimize complex, scalable, and business-aligned information systems architectures. 4. At least a university degree in Computer Science, Software Engineering, or a related field, along with relevant certifications (certifications will be considered relevant if they are in system architecture, enterprise design, or cloud solutions, demonstrating advanced expertise in designing scalable and secure systems.)
4	Database Administrator	1. At least 5 years of experience in database administration, including installation, configuration, tuning, and optimization of both relational (e.g., MySQL, PostgreSQL, Oracle, SQL Server) and NoSQL databases (e.g., MongoDB, Cassandra, Redis). 2. At least 3 years of experience in managing high-availability database systems, ensuring data security, backup, disaster recovery, and compliance with data privacy regulations. 3. At least 3 years of experience in database performance monitoring, troubleshooting, and implementing best practices for scalability, efficiency, and data integrity across both relational and NoSQL platforms. 4. At least a university degree in Computer Science, Software Engineering, or a related field, along with relevant certifications (certifications will be considered relevant if they are in database management, cloud database technologies, or data engineering, demonstrating proficiency in database optimization, administration, and management).

5	Lead Full Stack Developer	1. At least 5 years of experience in leading the development and maintenance of web applications using both front-end technologies (e.g., React, Angular, Vue.js, HTML5, CSS3, JavaScript, TypeScript) and back-end technologies (e.g., Node.js, Java, Python, Ruby, PHP). 2. At least 3 years of experience in designing and implementing APIs (e.g., RESTful, RPC), ensuring seamless integration between front-end and back-end systems, with a focus on performance, scalability, and security. 3. At least 3 years of experience working with cloud platforms (e.g., AWS, Azure, Google Cloud), and using containerization technologies such as Docker and container orchestration tools like Kubernetes to deploy and scale full-stack applications. 4. At least a university degree in Computer Science, Software Engineering, or a related field, along with relevant certifications (certifications will be considered relevant if they are in full-stack development, cloud platforms, containerization, or software architecture, demonstrating comprehensive knowledge of both front-end and back-end technologies).
6	Lead Quality Assurer	1. At least 5 years in software quality assurance with deep expertise in manual and automated testing, 2. At least 2 years of experience in a leadership role (e.g., QA Lead or Test Manager), including defining test strategies, test plans, and QA processes, 3. At least a university degree in Computer Science, Software Engineering, or a related field, along with relevant certifications (Certifications will be considered relevant if they are in software testing, test automation, or quality assurance methodologies, demonstrating expertise in ensuring software reliability, performance, and security).

7	Cybersecurity specialist	1. At least 5 years of experience in cybersecurity experience, including hands-on work in threat detection, vulnerability assessment, penetration testing, and incident response, with demonstrated expertise in security tools, network and cloud security, secure coding practices, and zero-trust architectures to design and enforce security policies across hybrid environments. 2. At least 3 years of experience implementing security frameworks (e.g., NIST, ISO 27001, CIS Controls) and managing compliance (e.g., GDPR, HIPAA, PCI-DSS), 3. At least a university degree in Computer Science, or a related technical field, along with relevant certifications (Certifications will be considered relevant if they are in software penetration testing, ethical hacking, security frameworks, or compliance standards, demonstrating expertise in risk management, security governance, and regulatory compliance requirements).
8	UI/UX Designer	1. At least 5 years of UI/UX design experience encompassing user research, wireframing, and prototyping, with expertise in tools like Figma, Adobe XD, and Sketch, along with strong knowledge of design systems, interaction design principles, and accessibility standards (WCAG) to create intuitive and visually cohesive digital experiences across web and mobile platforms, 2. At least a university degree in Graphic Design, Computer Science, or a related technical/design field, along with relevant certifications (Certifications will be considered relevant if they are in user experience design, interaction design, or design tools proficiency, demonstrating expertise in user research, accessible design practices, and design system implementation).

9	Technical Writer	1. At least 5 years of experience in creating and maintaining technical documentation, including user manuals, system specifications, API documentation, and product guides for complex software applications. 2. At least 3 years of experience working closely with cross-functional teams (e.g., developers, product managers, and QA engineers) to gather information and ensure the accuracy and clarity of technical content. 3. At least a university degree in Communications, Computer Science, Software Engineering, Linguistics, or a related field, along with relevant certifications (certifications will be considered relevant if they are in technical writing, documentation standards, or content management systems, demonstrating expertise in producing clear, concise, and effective technical documentation).
10	Lawyer	1. At least 5 years of work experience in civil law, notary or advocate practice, or expertise in legal reforms affecting civil law area of the Republic of Armenia. 2. At least a university degree in Law, Social Sciences, Psychology, or a related field, along with relevant certifications (certifications will be considered relevant if they consist of either a valid advocate license, notary license, or specialized training certificates in civil law).

1.4 Subcontractors/vendors/manufacturers

Subcontractors for the following additional major items of supply or services must meet the following minimum criteria, herein listed for that item:

Item No.	Description of Item	Minimum Criteria to be met
1	Local Representative (if designated as subcontractor)	(a) Technical Capacity: Capability to carry out maintenance, technical support, training, and warranty repair obligations as specified in Section VII; evidence of having qualified staff and facilities (service center, helpdesk, or field support resources) within Armenia. (b) Experience: At least 3 years of experience in Software Development and providing IT Maintenance or Technical Support; demonstrated track record in contracts of similar nature and complexity (system support, maintenance, warranty for large-scale IT systems). (c) Contractual Commitment:

		Signed letter of intent or subcontracting agreement with the Proposer confirming the subcontractor's commitment to perform as Local Representative if the Proposer is awarded the Contract.

Failure to comply with this requirement will result in the rejection of the subcontractor.

1.5 Manufacturer's authorization

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

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

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

1.6 Local Representative

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

2. Technical Evaluation

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

Prior to being considered for detailed technical evaluation by applying the scored technical factors/subfactors in accordance with PDS ITP 32.2 the Proposals must demonstrate conformity with:

1. The provisions of Part 2, Section VII "Requirements of the Information System," including all mandatory requirements;
2. ITP Clause 16.2 of the RFP regarding the content of the Technical Proposal;
3. The requirements specified in the "Format of the Technical Proposal" under Section IV – Proposal Forms; and
4. Any other technical requirements as referenced under ITP Clause 30-31.

Only proposals meeting the above minimum requirements shall be admitted to detailed technical evaluation in accordance with ITP 32.2.

2.2 Technical Evaluation (ITP 32.2)

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

2.2.1 Technical Quality Evaluation Factors/Parameters

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

The Proposal evaluation will take into account technical factors in addition to cost factors.

The weight of the Price ("X" multiplied by 100 in the Evaluated Proposal Score formula) = 60 percent.

1. Supplier Qualification & Experience	
1.1 At least 3 years of experience in the development or maintenance of large-scale e-government systems or other high-availability and mission-critical systems.	(up to 30)
1.2 The proposal must provide a comprehensive explanation of the system's modular structure, workflow management, user portal, and reporting & analytics capabilities. It should detail how these features facilitate efficient service delivery, enable the generation of meaningful insights from data, and offer user-friendly workflow management. Additionally, it should cover the customization options, report formats, and advanced data visualization tools available, highlighting their benefits and practicality.	(up to 35)
1.3 The proposal should clearly articulate the methods for project implementation, emphasizing effective stakeholder interaction and maintaining close proximity to the Purchaser's location. This includes a detailed plan for delegating the main technical team to the Purchaser's country and/or involving national experts. The Preliminary Project Plan should outline how these strategies will support seamless collaboration, timely communication, and efficient project execution.	(up to 35)
Subtotal being 100 points, is 60% of total technical score	

2. Qualification of Key Personnel	
2.1 Team Lead	(up to 13)
2.2 Senior Business Process Analyst	(up to 10)
2.3 Systems Architect	(up to 10)
2.4 Database Administrator	(up to 10)
2.5 Lead Full Stack Developer	(up to 10)
2.6 Lead Quality Assurer	(up to 10)
2.7 Cybersecurity specialist	(up to 10)

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

2.8 UI/UX Designer	(up to 9)
2.9 Technical Writer	(up to 9)
2.10 Lawyer	(up to 9)
Subtotal being 100 points, is 40% of total technical score	

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

2.2.1.1 Supplier Qualification & Experience Category

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

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

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

	how these strategies will support seamless collaboration, timely communication, and efficient project execution.				
TOTAL					

2.2.1.2 Qualification of Key Personnel

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

Table B– Category 2: Qualification of Key Personnel			
No	Sub Category	Score from Table	Category 2 Score
2.1	Team Lead	B1 2.1	Total Score from Table B1 2.1
2.2	Senior Business Process Analyst	B1 2.2	Total Score from Table B1 2.2
2.3	Systems Architect	B1 2.3	Total Score from Table B1 2.3
2.4	Database Administrator	B1 2.4	Total Score from Table B1 2.4
2.5	Lead Full Stack Developer	B1 2.5	Total Score from Table B1 2.5
2.6	Lead Quality Assurer	B1 2.6	Total Score from Table B1 2.6
2.7	Cybersecurity specialist	B1 2.7	Total Score from Table B1 2.7
2.8	UI/UX Designer	B1 2.8	Total Score from Table B1 2.8
2.9	Technical Writer	B1 2.9	Total Score from Table B1 2.9
2.10	Lawyer	B1 2.10	Total Score from

			Table B1 2.10
TOTAL			

Table B1 2.1					
No	Sub Category	Scoring	Feature Scores Assigned	Feature Weight	Total
2.1	Team Lead				
2.1.1	At least 5 years of relevant experience in managing projects of a similar nature (the similarity shall be based on the complexity, methods and technology comparable to the Technical Requirements specified in Section VI).	5 yrs. = 1 6 yrs. = 2 7 yrs. = 3 8 yrs. and more = 4		0.90	Feature Scores Assigned X Feature Weight
2.1.2	Extensive experience in managing large-scale e-government systems or other high-availability, mission-critical systems with large number of concurrent users.	2 proj. = 1 3 proj. = 2 4 proj. = 3 5 proj. and more = 4		0.70	Feature Scores Assigned X Feature Weight
2.1.3	At least 3 years of experience working with multiple stakeholders, including government agencies, international experts, and other stakeholder groups.	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3 6 yrs. and more = 4		0.70	Feature Scores Assigned X Feature Weight
2.1.4	At least a university degree in Business Management, Computer Science, Software Engineering, or a related field, along with relevant certifications (such as PMP, CSM, PMI-ACP, CSDP, PRINCE2 Practitioner, etc.).	Bachelor's Degree = 1 Bachelor's Degree + Relevant Certification = 2 Master's Degree = 3 Master's Degree + Relevant		0.70	Feature Scores Assigned X Feature Weight

		Certification = 4			
TOTAL					

Table B1 2.2					
No	Sub Category	Score from Criteria	Feature Scores Assigned	Feature Weight	Total
2.2	Senior Business Process Analyst				
2.2.1	At least 5 years of experience in business process analysis, including expertise in identifying inefficiencies, proposing solutions, optimizing processes, and writing user stories to effectively communicate business requirements to technical teams for the successful implementation of process improvements.	5 yrs. = 1 6 yrs. = 2 7 yrs. = 3 8 yrs. and more = 4		0.70	Feature Scores Assigned X Feature Weight
2.2.2	Experience as a Business Process Analyst on at least 2 projects focused on large-scale e-government systems or other high-availability, mission-critical systems with a large number of concurrent users, ensuring alignment with government regulations and user requirements through the analysis of technical systems and business processes.	2 proj. = 1 3 proj. = 2 4 proj. = 3 5 proj. and more = 4		0.60	Feature Scores Assigned X Feature Weight
2.2.3	At least 3 years of experience in process automation or digital transformation initiatives.	3 yrs = 1 4 yrs = 2 5 yrs = 3		0.60	Feature Scores Assigned X

		6 yrs. and more = 4			Feature Weight
2.2.4	At least a university degree in Business Administration, Computer Science, Software Engineering, or a related field, along with relevant certifications (such as CBAP, CCBA, Certified Six Sigma, CBPP, CSM, etc.)	Bachelor's Degree = 1 Bachelor's Degree + Relevant Certification = 2 Master's Degree or above = 3 Master's Degree or above + Relevant Certification = 4		0.60	Feature Scores Assign ed X Feature Weight
TOTAL					

Table B1 2.3					
No	Sub Category	Score from Criteria	Feature Scores Assigned	Feature Weight	Total
2.3	System Architect				
2.3.1	At least 5 years of experience in designing and implementing complex system architectures.	5 yrs. = 1 6 yrs. = 2 7 yrs. = 3 8 yrs. and more = 4		0.70	Feature Scores Assign ed X Feature Weight
2.3.2	At least 3 years of experience in designing scalable and high-performance systems across multiple platforms and environments (e.g., cloud, on-premise, hybrid).	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3 6 yrs. and more = 4		0.60	Feature Scores Assign ed X Feature Weight
2.3.3	Minimum of 3 years of hands-on experience in leveraging a diverse range of architecture frameworks and methodologies (such as	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3 6 yrs. and more = 4		0.60	Feature Scores Assign ed X

	TOGAF, Zachman, and Microservices) to design, implement, and optimize complex, scalable, and business-aligned information systems architectures.				Feature Weight
2.3.4	At least a university degree in Computer Science, Software Engineering, or a related field, along with relevant certifications (certifications will be considered relevant if they are in system architecture, enterprise design, or cloud solutions, demonstrating advanced expertise in designing scalable and secure systems.)	Bachelor's Degree = 1 Bachelor's Degree + Relevant Certification = 2 Master's Degree or above = 3 Master's Degree or above + Relevant Certification = 4		0.60	Feature Scores Assigned X Feature Weight
TOTAL					

Table B1 2.4					
No	Sub Category	Score from Criteria	Feature Scores Assigned	Feature Weight	Total
2.4	Database Administrator				
2.4.1	At least 5 years of experience in database administration, including installation, configuration, tuning, and optimization of both relational (e.g., MySQL, PostgreSQL, Oracle, SQL Server) and NoSQL databases (e.g., MongoDB, Cassandra, Redis).	5 yrs. = 1 6 yrs. = 2 7 yrs. = 3 8 yrs. and more = 4		0.70	Feature Scores Assigned X Feature Weight
2.4.2	At least 3 years of experience in managing	3 yrs. = 1 4 yrs. = 2		0.60	Feature Scores

	high-availability database systems, ensuring data security, backup, disaster recovery, and compliance with data privacy regulations.	5 yrs. = 3 6 yrs. and more = 4			Assigned X Feature Weight
2.4.3	At least 3 years of experience in database performance monitoring, troubleshooting, and implementing best practices for scalability, efficiency, and data integrity across both relational and NoSQL platforms.	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3 6 yrs. and more = 4		0.60	Feature Scores Assigned X Feature Weight
2.4.4	At least a university degree in Computer Science, Software Engineering, or a related field, along with relevant certifications (certifications will be considered relevant if they are in database management, cloud database technologies, or data engineering, demonstrating proficiency in database optimization, administration, and management).	Bachelor's Degree = 1 Bachelor's Degree + Relevant Certification = 2 Master's Degree or above = 3 Master's Degree or above + Relevant Certification = 4		0.60	Feature Scores Assigned X Feature Weight
TOTAL					

Table B1 2.5					
No	Sub Category	Score from Criteria	Feature Scores Assigned	Feature Weight	Total
2.5	Lead Full Stack Developer				
2.5.1	At least 5 years of experience in leading the development and	5 yrs. = 1 6 yrs. = 2 7 yrs. = 3		0.70	Feature Scores Assigned

	maintenance of web applications using both front-end technologies (e.g., React, Angular, Vue.js, HTML5, CSS3, JavaScript, TypeScript) and back-end technologies (e.g., Node.js, Java, Python, Ruby, PHP).	8 yrs. and more = 4			ed X Feature Weight
2.5.2	At least 3 years of experience in designing and implementing APIs (e.g., RESTful, RPC), ensuring seamless integration between front-end and back-end systems, with a focus on performance, scalability, and security.	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3 6 yrs. and more = 4		0.60	Feature Scores Assign ed X Feature Weight
2.5.3	At least 3 years of experience working with cloud platforms (e.g., AWS, Azure, Google Cloud), and using containerization technologies such as Docker and container orchestration tools like Kubernetes to deploy and scale full-stack applications.	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3 6 yrs. and more = 4		0.60	Feature Scores Assign ed X Feature Weight
2.5.4	At least a university degree in Computer Science, Software Engineering, or a related field, along with relevant certifications (certifications will be considered relevant if they are in full-stack development, cloud platforms, containerization, or software architecture, demonstrating comprehensive knowledge	Bachelor's Degree = 1 Bachelor's Degree + Relevant Certification = 2 Master's Degree or above = 3 Master's Degree or above + Relevant		0.60	Feature Scores Assign ed X Feature Weight

	of both front-end and back-end technologies).	Certification = 4			
TOTAL					

Table B1 2.6					
No	Sub Category	Score from Criteria	Feature Scores Assigned	Feature Weight	Total
2.6	Lead Quality Assurer				
2.6.1	At least 5 years in software quality assurance with deep expertise in manual and automated testing.	5 yrs. = 1 6 yrs. = 2 7 yrs. = 3 8 yrs. and more = 4		0.90	Feature Scores Assigned X Feature Weight
2.6.2	At least 2 years of experience in a leadership role (e.g., QA Lead or Test Manager), including defining test strategies, test plans, and QA processes.	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3 6 yrs. and more = 4		0.80	Feature Scores Assigned X Feature Weight
2.6.3	At least a university degree in Computer Science, Software Engineering, or a related field, along with relevant certifications (Certifications will be considered relevant if they are in software testing, test automation, or quality assurance methodologies, demonstrating expertise in ensuring software reliability, performance, and security).	Bachelor's Degree=1 Bachelor's Degree + Relevant Certification = 2 Master's Degree or above = 3 Master's Degree or above + Relevant Certification = 4		0.80	Feature Scores Assigned X Feature Weight
TOTAL					

Table B1 2.7					
No	Sub Category	Score from Criteria	Feature	Feature	Total

			Scores Assign ed	Weig ht	
2.7	Cybersecurity specialist				
2.7.1	At least 5 years of experience in cybersecurity, including hands-on work in threat detection, vulnerability assessment, penetration testing, and incident response, with demonstrated expertise in security tools, network and cloud security, secure coding practices, and zero-trust architectures to design and enforce security policies across hybrid environments.	5 yrs. = 1 6 yrs. = 2 7 yrs. = 3 8 yrs. and more = 4		0.90	Feature Scores Assign ed X Feature Weight
2.7.2	At least 3 years of experience implementing security frameworks (e.g., NIST, ISO 27001, CIS Controls) and managing compliance (e.g., GDPR, HIPAA, PCI-DSS).	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3 6 yrs. and more = 4		0.80	Feature Scores Assign ed X Feature Weight
2.7.3	At least a university degree in Computer Science, or a related technical field, along with relevant certifications (Certifications will be considered relevant if they are in software penetration testing, ethical hacking, security frameworks, or compliance standards, demonstrating expertise in risk management, security governance, and regulatory compliance requirements).	Bachelor's Degree=1 Bachelor's Degree + Relevant Certification = 2 Master's Degree or above = 3 Master's Degree or above + Relevant Certification = 4		0.80	Feature Scores Assign ed X Feature Weight
TOTAL					

Table B1 2.8					
No	Sub Category	Score from Criteria	Feature Scores Assigned	Feature Weight	Total
2.8	UI/UX Designer				
2.8.1	At least 5 years of UI/UX design experience encompassing user research, wireframing, and prototyping, with expertise in tools like Figma, Adobe XD, and Sketch, along with strong knowledge of design systems, interaction design principles, and accessibility standards (WCAG) to create intuitive and visually cohesive digital experiences across web and mobile platforms.	5 yrs. = 1 6 yrs. = 2 7 yrs. = 3 8 yrs. and more = 4		1.25	Feature Scores Assigned X Feature Weight
2.8.2	At least a university degree in Graphic Design, Computer Science, or a related technical/design field, along with relevant certifications (Certifications will be considered relevant if they are in user experience design, interaction design, or design tools proficiency, demonstrating expertise in user research, accessible design practices, and design system implementation).	Bachelor's Degree=1 Bachelor's Degree + Relevant Certification = 2 Master's Degree or above = 3 Master's Degree or above + Relevant Certification = 4		1.00	Feature Scores Assigned X Feature Weight
TOTAL					

Table B1 2.9					
No	Sub Category	Score from Criteria	Feature Scores	Feature Weight	Total

			Assigned		
2.9	Technical Writer				
2.9.1	At least 5 years of experience in creating and maintaining technical documentation, including user manuals, system specifications, API documentation, and product guides for complex software applications.	5 yrs. = 1 6 yrs. = 2 7 yrs. = 3 8 yrs. and more = 4		0.85	Feature Scores Assigned X Feature Weight
2.9.2	At least 3 years of experience working closely with cross-functional teams (e.g., developers, product managers, and QA engineers) to gather information and ensure the accuracy and clarity of technical content.	3 yrs. = 1 4 yrs. = 2 5 yrs. = 3 6 yrs. and more = 4		0.70	Feature Scores Assigned X Feature Weight
2.9.3	At least a university degree in Communications, Computer Science, Software Engineering, Linguistics, or a related field, along with relevant certifications (certifications will be considered relevant if they are in technical writing, documentation standards, or content management systems, demonstrating expertise in producing clear, concise, and effective technical documentation).	Bachelor's Degree = 1 Bachelor's Degree + Relevant Certification = 2 Master's Degree or above = 3 Master's Degree or above + Relevant Certification = 4		0.70	Feature Scores Assigned X Feature Weight
TOTAL					

Table B1 2.10					
No	Sub Category	Score from Criteria	Feature Scores	Feature Weight	Total

			Assigned		
2.10	Lawyer				
2.10.1	At least 5 years of work experience in civil law, notary or advocate practice, or expertise in legal reforms affecting civil law area of the Republic of Armenia.	5 yrs. = 1 6 yrs. = 2 7 yrs. = 3 8 yrs. and more = 4		1.25	Feature Scores Assigned X Feature Weight
2.10.2	At least a university degree in Law, Social Sciences, Psychology, or a related field, along with relevant certifications (certifications will be considered relevant if they consist of either a valid advocate license, notary license, or specialized training certificates in civil law).	Bachelor's Degree=1 Bachelor's Degree + Relevant Certification = 2 Master's Degree or above = 3 Master's Degree or above + Relevant Certification = 4		1.00	Feature Scores Assigned X Feature Weight
TOTAL					

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

Technical proposal scoring methodology

- (a) During the evaluation process, the evaluation committee will assign each feature a whole number score from 0 to 4, where 0 means that the feature is absent, and 1 to 4 either represent predefined values for desirable features amenable to an objective way of rating (as is the case for, e.g., extra memory, or extra mass storage capacity, etc., if these extras would be conducive for the utility of the system), or if the feature represents a desirable functionality (e.g., of a software package) or a quality improving the prospects for a successful implementation (such as the strengths of the proposed project staff, the methodology, the elaboration of the project plan, etc., in the proposal), the scoring will be 1 for the feature being present but showing

deficiencies; 2 for meeting the requirements; 3 for marginally exceeding the requirements; and 4 for significantly exceeding the requirements.

- (b) The score for each feature (i) within a category (j) will be combined with the scores of features in the same category as a weighted sum to form the Category Technical Score using the following formula:

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

where:

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

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

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

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

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

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

where:

S_j = the Category Technical Score of category “j”

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

n = the number of categories

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

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

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

3. Technical alternatives

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

4. Financial Evaluation

The following factors and methods will apply:

(a) Time Schedule:

The number of weeks, from the effective date specified in Article 3 of the Contract Agreement, to achieve Operational Acceptance must be no more than: **68 weeks, as outlined in the Implementation Schedule.**

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

(b) Recurrent Costs

none

(c) Specific additional criteria

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

Not Applicable

5. Combined Evaluation

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

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

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

where

C = Evaluated Proposal Price

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

T = the total Technical Score awarded to the Proposal

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

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

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

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

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

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

Factor	1.2 HISTORICAL CONTRACT NON-PERFORMANCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	

1.2.1 History of non-performing contracts	Non-performance of a contract ¹ did not occur as a result of Proposer's default since 1st January 2020.	Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement ²	N / A	Form CON - 2
1.2.2 Suspension	Not under suspension based on execution of a Proposal Securing Declaration or Proposal Securing Declaration pursuant to ITP 4.7 and ITP 20.10	Must meet requirement	N / A	Must meet requirement	N / A	Letter of Proposal
1.2.3 Pending Litigation	Proposer's financial position and prospective long term profitability still sound according to criteria established in 1.3.1 below and assuming that all pending litigation will be resolved against the Proposer.	Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement	N / A	Form CON – 2

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

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

1.2.4 Litigation History	No consistent history of court/arbitral award decisions against the Proposer ³ since 1st January 2020.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
1.2.5 Bank's SEA and/or SH Disqualification ⁴	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Proposer)	N/A	Must meet requirement (including each subcontractor proposed by the Proposer)	N/A	Letter of Proposal, Form CON-3

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

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

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

Factor	1.4 EXPERIENCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
	All members combined		Each member	At least one member		
1.4.1 General Experience	Experience under Information System contracts in the role of prime supplier, management contractor, JV member, or subcontractor for least 5 years (whether continuous or cumulative) within the past 10 (ten) years (2014-2024) prior to the proposal submission deadline. In the case of a Joint Venture (JV) each member must demonstrate relevant experience in their assigned field of responsibility, as defined in the JV Agreement. The required experience cannot be met cumulatively by combining unrelated experience across members or across field. Each field’s requirement must be satisfied by the member responsible for that field.	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP-1.4.1
1.4.2 Specific Experience	The Proposer MUST have participated in at least three separate contracts within the past 5	Must meet requirement	Must meet requirements	N / A	Must meet the following requirement:	Form EXP 1.4.2

Factor	1.4 EXPERIENCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
	All members combined		Each member	At least one member		
	(five) years (2020-2024) as a prime supplier, management contractor, JV member, or subcontractor. Each contract must have been either successfully completed or substantially completed (as defined below) and must be of a similar nature to the proposed Information System in terms of complexity, methods, and technology. (In this context, substantially completed means that the main objectives or substantial portions of the services/works outlined in the contract have been achieved or fulfilled. While minor details or tasks may still be outstanding, the overall scope of the contract has been accomplished to a significant extent.) The presented contract(s) must be supported by: (a) a brief project description, (b) a list of technologies used, (c) the scope and scale of the				<i>MUST have participated in at least two separate contracts within the past 5 (five) years (2020-2024) as a prime supplier, management contractor, JV member, or subcontractor. Each contract must have been either successfully completed or substantially completed (as defined below) and must be of a similar nature to the proposed Information System in terms of complexity,</i>	

Factor	1.4 EXPERIENCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
	All members combined		Each member	At least one member		
	project, and (d) a reference from the client/purchaser to verify project details, such as a reference letter or equivalent documentation. The Proposer MUST provide a copy of the successfully or substantially completed similar contract(s) and demonstrate their completion status. This shall be documented by an Operational Acceptance Certificate or any equivalent documentation satisfactory to the Purchaser, issued by the purchaser(s).				<i>methods, and technology.</i>	

SECTION IV - PROPOSAL FORMS

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Letter of Proposal- Technical Part

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

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

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

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

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

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

We, the undersigned, declare that:

To: *[insert complete name of Purchaser]*

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

We, including any of our subcontractors:

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

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

Name of Recipient	Address	Reason	Amount

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

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

(m) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Proposal, the Most Advantageous Proposal or any other Proposal that you may receive; and

(n) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

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

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

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

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

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

FORM ELI 1.1.1- PROPOSER INFORMATION FORM

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

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

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

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

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1. Proposer's Name <i>[insert Proposer's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Proposer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Proposer's year of registration: <i>[insert Proposer's year of registration]</i>
5. Proposer's Address in country of registration: <i>[insert Proposer's legal address in country of registration]</i>
6. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> ☐ 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. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITP 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITP 4.6 documents establishing: • Legal and financial autonomy

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

FORM ELI 1.1.2- PROPOSER'S JV MEMBERS INFORMATION FORM

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

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

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

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

Page _____ of _____ pages

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

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

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

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

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

Date: _____ *[insert date]*

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

RFP No.: *[insert RFP number]*

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria

- ☐ Contract non-performance did not occur since 1st January 2020 specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 1.2.1.
- ☐ Contract(s) not performed since 1st January 2020 specified in Section III, Evaluation and Qualification Criteria, requirement 1.2.1

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and EUROequivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria

- ☐ No pending litigation in accordance with Sub-Factor 1.2.3.
- ☐ Pending litigation in accordance with Sub-Factor 1.2.3 as indicated below.

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

FORM CON – 3

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

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

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

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

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

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

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

SEA and/or SH Declaration

in accordance with Section III, Qualification Criteria, and Requirements

We:

- ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- ☐ (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.

[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]

FORM EXP 1.4.1- GENERAL EXPERIENCE

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

Date: *[insert Date]*

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

RFP No.: *[insert RFP number]*

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Startin g Month / Year	Ending Month / Year	Years *	Contract Identification	Role of Proposer
<i>[insert month / year]</i>	<i>[insert month / year]</i>	<i>[insert numbe r of years]</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 "Managem ent Contractor"]</i>
<i>[insert month / year]</i>	<i>[insert month / year]</i>	<i>[insert numbe r of years]</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 "Managem ent Contractor"]</i>

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

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

FORM EXP 1.4.2- SPECIFIC EXPERIENCE

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

Date: *[insert Date]*

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

RFP No.: *[insert RFP number]*

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

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

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

Date: *[insert Date]*

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

RFP No.: *[insert RFP number]*

Page _____ of _____ pages

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

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

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

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

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

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

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

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

FORM FIN 1.3.1- FINANCIAL SITUATION: HISTORICAL FINANCIAL PERFORMANCE

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

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

Date: *[insert Date]*

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

RFP No.: *[insert RFP number]*

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

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

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

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

FORM FIN 1.3.2- AVERAGE ANNUAL TURNOVER

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

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

Date: *[insert Date]*

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

RFP No.: *[insert RFP number]*

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

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

FORM FIN 1.3.3- FINANCIAL RESOURCES

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

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

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

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

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

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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 (EURO equivalent)
1. <i>[describe type and source of available financing]</i>	<i>[insert amount of available financing in EURO equivalent and exchange rate]</i>
2. <i>[describe type and source of available financing]</i>	<i>[insert amount of available financing in EURO equivalent and exchange rate]</i>
3. <i>[describe type and source of available financing]</i>	<i>[insert amount of available financing in EURO equivalent and exchange rate]</i>
4. <i>[describe type and source of available financing]</i>	<i>[insert amount of available financing in EURO equivalent and exchange rate]</i>

PERSONNEL CAPABILITIES- KEY PERSONNEL

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

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

Date: *[insert Date]*

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

RFP No.: *[insert RFP number]*

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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 (as per Requirements of Point 1.3 “Key Personnel” of Section III (1. Team Lead, 2. Senior Business Process Analyst, 3. System Architect, 4. Database Administrator, 5. Lead Full Stack Developer, 6. Lead Quality Assurer, 7. Cybersecurity specialist, 8. UI/UX Designer, 9. Technical Writer, 10. Lawyer))

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

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

Candidate Summary

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

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

Date: *[insert Date]*

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

RFP No.: *[insert RFP number]*

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

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

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

CODE OF CONDUCT FOR SUPPLIER’S PERSONNEL FORM

Note to the Proposer:

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

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

CODE OF CONDUCT FOR SUPPLIER’S PERSONNEL

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

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

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

REQUIRED CONDUCT

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

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Supplier’s Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person’s control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;

5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier's or Purchaser's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse, and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Purchaser, or who makes use of the grievance mechanism for Supplier's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

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

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

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR SUPPLIER'S PERSONNEL:

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

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

Signature: _____

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

Countersignature of authorized representative of the Supplier:

Signature: _____

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

ATTACHMENT 1: Behaviors constituting SEA and behaviors constituting SH

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

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

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

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

(2) Examples of sexual harassment in a work context

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

TECHNICAL CAPABILITIES

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

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

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

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

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

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

MANUFACTURER’S AUTHORIZATION

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

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

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

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

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

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

Signed _____

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

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

[add Corporate Seal (where appropriate)]

SUBCONTRACTOR’S AGREEMENT

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

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

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

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

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

Signed _____

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

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

[add Corporate Seal (where appropriate)]

List of Proposed Subcontractors

[illegible]

INTELLECTUAL PROPERTY FORMS

Notes to Proposers on working with the Intellectual Property Forms

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

Software List

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

Attachments: Proposed Software Licenses

List of Custom Materials

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

CONFORMANCE OF INFORMATION SYSTEM MATERIALS

Format of the Technical Proposal

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

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

In demonstrating the responsiveness of its bid, the Proposer must use the Technical Responsiveness Checklist (Format1) and Technical Responsiveness Checklist (Format2). Failure to do so increases significantly the risk that the Proposer's Technical Bid 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 Bid. (d). As a Part of the technical bid/proposal the Proposer MUST present a detailed description of the Proposer's proposed technical solution conforming in all material aspects with the Technical Requirements (Section VII) and other parts of these RFP Documents, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed Information System.

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

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

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

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

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

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

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

Technical Responsiveness Checklist

The Technical Responsiveness Checklist shall be prepared as follows:

1. For the mandatory requirements outlined in Subsection F: “Technical Responsiveness Table” of Section VII, the Proposer shall complete the checklist strictly in **Format 1**.

Technical Responsiveness Checklist (Format 1)

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

2. For all other items of the Technical Bid not included in Subsection F, the Proposer shall complete the checklist in **Format 2**. The Item-by-Item Commentary must demonstrate the substantial responsiveness of both the overall System design and the individual Information Technologies, Goods, and Services offered.

Technical Responsiveness Checklist (Format 2)

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

3. Failure to comply with these instructions may result in the Technical Bid being declared **technically non-responsive**. In both formats, Proposers shall provide **explicit cross-references** to the relevant pages of the supporting materials included in the Technical Bid. (For further details, refer to the description of the “**Format of the Technical Bid**” above.)

FORM OF PROPOSAL SECURITY (BANK GUARANTEE)

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

[Guarantor letterhead or SWIFT identifier code]

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

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

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

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

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

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

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

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

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

This guarantee will expire: (a) if the Applicant is the successful Proposer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such Contract Agreement; or (b) if the Applicant is not the successful Proposer, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the request for proposals process; or (ii) twenty-eight days after the expiry date of the Proposal validity.

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

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

[signature(s)]

Letter of Proposal - Financial Part

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

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

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

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

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

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

To: *[insert complete name of Purchaser]*

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

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

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

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

Or

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

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

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

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

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

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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

PRICE SCHEDULE FORMS

Notes to Proposers on working with the Price Schedules

General

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

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

Pricing

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

3.1 Grand Summary Cost Table

		<i>[insert: Local Currency]</i> Price¹	<i>[insert: Foreign Currency A]</i> Price²	<i>[insert: Foreign Currency B]</i> Price³	<i>[insert: Foreign Currency C]</i> Price⁴
1.	Supply and Installation Costs for Information System/Software (The amount for this line was generated from the sum of the costs listed under the following line items in the “Supply and Installation Cost Summary Table 3.2”: “Subtotal for Phase 1”, “Subtotal for Phase 2”, “Subtotal for Phase 4”, “Subtotal for Phase 5” and “Operational acceptance of the system as an integrated whole”.)				
2.	Supply, Inland Transportation, Installation, and Testing of Hardware (The amount for this line was transferred from the “Subtotal for Phase 3” line item in the “Supply and Installation Cost Summary Table 3.2”.)				
3.	Grand Totals (to Proposal Submission Form)				
Name of Proposer:					
Authorized Signature of Proposer:					

¹ **Price without Resident VAT**

² **Price without Non-Resident Taxes (VAT and Profit Tax)**

³ **Price without Non-Resident Taxes (VAT and Profit Tax)**

⁴ **Price without Non-Resident Taxes (VAT and Profit Tax)**

3.2 Supply and Installation Cost Summary Table

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

			Supply & Installation Prices				
			Locally supplied items	Items supplied from outside the Purchaser's Country			
Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	<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
	PHASE 1: INCEPTION AND PLANNING	--	--	--	--	--	--
1	Development of Project Plan (including all Sub-Plans required under GCC Clause 19.1)	--	--	--	--	--	--
2	Needs Analysis, Requirements Assessment and Business Process Analysis (including a structured review of all notarial business processes, stakeholder consultations, gathering of functional and non-functional requirements, validation of workflows, and ensuring compliance with legal and regulatory standards)						
3	Development of the Software Requirement Specification (including a comprehensive definition of functional, non-functional, and integration requirements validated against business processes)						
4	Development of the Requirements Traceability Matrix (including mapping of business requirements to system functions to ensure full coverage, verifiability, and linkage to testing and acceptance)						

			Supply & Installation Prices				
			Locally supplied items	Items supplied from outside the Purchaser's Country			
Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	[insert: Local Currency] Price	[insert: Local Currency] Price	[insert: Foreign Currency A] Price	[insert: Foreign Currency B] Price	[insert: Foreign Currency C] Price
5	Development of the System Architecture and Data Interface Specification (including overall architecture design, data model, security framework, and specification of interfaces with external systems and registries)						
6	Completion Report for Phase 1, including all documents developed during this stage (including consolidated reporting on analysis, SRS, RTM, and system architecture/interface specifications)						
	Subtotal PHASE 1⁵						
	PHASE 2: DESIGN, DEVELOPMENT AND TESTING OF THE SYSTEM	--	--	--	--	--	--
	PHASE 2 (A)	--	--	--	--	--	--
7	UI/UX Design Development and Prototype Delivery						
8	Minimum Viable Product (MVP) Development						

⁵ **Note:** The subtotal for each phase must align with the corresponding payment milestone(s) specified in **GCC 12.1 (Terms of Payment)**. Each subtotal should clearly reflect the percentage or fixed amount payable at each milestone, ensuring consistency with the contractual payment schedule.

			Supply & Installation Prices				
			Locally supplied items	Items supplied from outside the Purchaser's Country			
Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	<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
	SUBTOTAL PHASE 2(A)⁶ (corresponds to Line Items 7-8)						
	PHASE 2(B)	--	--	--	--	--	--
9	Server and backup solution: cloud hosted (for the period covering maintenance period)						
10	Final System Development and Deployment of the Fully Operational System on Testing Servers (Must be performed on cloud infrastructure provided by the Supplier.)						
11	Development of a Test Plan, including detailed Test Cases, shall be carried out in accordance with the testing types and procedures specified in Section E – Testing and Quality Assurance Requirements of the Purchaser's Requirements.						
12	Performing System Testing and Test Results delivery						

⁶ **Note:** The subtotal for each phase must align with the corresponding payment milestone(s) specified in **GCC 12.1 (Terms of Payment)**. Each subtotal should clearly reflect the percentage or fixed amount payable at each milestone, ensuring consistency with the contractual payment schedule.

			Supply & Installation Prices				
			Locally supplied items	Items supplied from outside the Purchaser's Country			
Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	<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
13	Correction of functional issues and resolution of inconsistencies in the developed Information System to ensure compliance with documented functional, performance, security, and usability requirements, based on findings from the Purchaser, its designated third party, or the Supplier during acceptance testing						
14	Handover System Source Codes to Purchaser's Git Repository						
15	Completion Report for Phase 2, including all project documents developed or updated during Phases 1 and 2						
	SUBTOTAL PHASE 2(B)⁷ (corresponds to Line Items 9-15)						
	PHASE 3: HARDWARE DELIVERY	--	--	--	--	--	--
16	Supply, Inland Transportation, Installation, and Testing of Hardware	MOJ, NC, NO-1 ... NO-106					
	Acceptance of PHASE 3						

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

			Supply & Installation Prices				
			Locally supplied items	Items supplied from outside the Purchaser's Country			
Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	<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
	PHASE 4: TRAINING AND PILOT TESTING	--	--	--	--	--	--
17	Delivery of Training Plan, including Training Materials						
18	Development of the Administrators and Users Manuals (e.g. video guides)						
19	Conducting Training for the Staff Involved in Pilot Testing						
20	Pilot testing of the information system in the Notary Chamber and with three notaries						
21	Correction of functional issues and resolution of inconsistencies in the developed Information System, as identified during pilot testing						
22	Handover of the Updated System Source Codes to Purchaser's Git Repository						
23	Conducting Training of End-Users, Trainers and Administrators						
24	Completion Report for Phase 3, including all project documents developed or updated during Phases 1-3						

			Supply & Installation Prices				
			Locally supplied items	Items supplied from outside the Purchaser's Country			
Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	[insert: Local Currency] Price	[insert: Local Currency] Price	[insert: Foreign Currency A] Price	[insert: Foreign Currency B] Price	[insert: Foreign Currency C] Price
	Subtotal PHASE 4⁸						
	PHASE 5: MIGRATION AND SYSTEM ROLLOUT (GO-LIVE)	--	--	--	--	--	--
25	Development of the Data Migration Plan						
26	Development of the Deployment and Disaster Recovery Guide						
27	Final deployment of the Information System to the production environment, including interoperability integrations (Must be performed on cloud infrastructure provided by the Supplier.)						
28	Performing Data Conversion and Migration						
29	Handover Updated System Source Codes to Purchaser's Git Repository						
30	Completion Report for Phase 4, including all project documents developed or updated, as well as documents listed in the Paragraph 2.13 of the Section VII						

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

			Supply & Installation Prices				
			Locally supplied items	Items supplied from outside the Purchaser's Country			
Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	<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
	Subtotal PHASE 5⁹						
31	Operational Acceptance of the System as an integrated whole (Deliverables: Project Completion Report) ¹⁰						
	TOTAL (To Grand Summary Table)						

Note: - - indicates not applicable. “Indicates repetition of table entry above. Refer to the relevant Supply and Installation Cost Sub-Table for the specific components that constitute each Subsystem or line item in this summary table

Name of Proposer:		
Authorized Signature of Proposer:		

3.3 Recurrent Cost Summary Table N/A

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

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

3.4 Supply and Installation Cost Sub-Table

Line item number (from the Supply and Installation Cost Summary Table): 16

Prices, rates, and subtotals **MUST** be quoted in accordance with ITP 17 and ITP 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	<i>[insert: local currency]</i>	<i>[insert: local currency]</i>	<i>[insert: foreign currency A]</i>	<i>[insert: foreign currency B]</i>	<i>[insert: foreign currency C]</i>	<i>[insert: local currency]</i>	<i>[insert: local currency]</i>	<i>[insert: foreign currency A]</i>	<i>[insert: foreign currency B]</i>	<i>[insert: foreign currency C]</i>	
16.1	Pen Display		130											
SUBTOTAL Generated from Component No. 16.1 should be transferred to the Supply and Installation Cost Summary Table no. 3.2, Line Item No. 16														

Note: - - indicates not applicable.

Name of Proposer:		
Authorized Signature of Proposer:		

3.5 Recurrent Cost Sub-Table N/A

3.6 Country of Origin Code Table

[illegible]

SECTION V - ELIGIBLE COUNTRIES

Eligibility for the Provision of Information System

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

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

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

SECTION VI - FRAUD AND CORRUPTION

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

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

PART 2 – PURCHASER’S REQUIREMENTS

SECTION VII - REQUIREMENTS OF THE INFORMATION SYSTEM

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

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

1. Technical Requirements

A. ACRONYMS USED IN THE TECHNICAL REQUIREMENTS

0.1 Acronym Table

	Term	Explanation
	ToR	Terms of Reference
	ENS	Electronic Notary System
	SMART	"SMART is an acronym used to define the characteristics of goals so that they are specific, measurable, achievable, relevant, and time-bound. <i>SMART - Specific, Measurable, Achievable, Relevant, Time-bound</i>
	API	API (Application Programming Interface) is a set of rules, protocols, and tools that defines how software components can interact with each other. It is a method that allows Suppliers to create applications or integrate various services and functions into their programs without the need to know the internal structure of those services or components.
	miD	Mobile ID is a tool for identifying a person via a mobile phone and approving documents with an electronic signature.
	eID	Electronic ID is a tool for identifying a person through an electronic card and a device that reads that card, as well as for verifying documents with an electronic signature.
	e-Seal	Electronic seal is the digital analogue of traditional printing, used to confirm the authenticity and integrity of electronic documents or messages.

	Term	Explanation
	Log	A register or a record where various events, actions, or messages are recorded in computer systems, software, networks, and other information systems. Logs are often used to monitor system performance, analyze errors, track user activity, and detect issues.
	AENIS	Operating Electronic Notarial Information System
	FCO	Order for the Collection of Funds
	ES	Service Providing Compulsory Enforcement
	CSARA	Civil Status Acts Registration Agency
	SRC	State Revenue Committee of the Republic of Armenia
	e-Notary	Electronic Notarial System
	ID	Document Confirming Identity
	CBA	Central Bank of Armenia
	PSO	Payment and Settlement Organization
	MLSA	Ministry of Labor and Social Affairs

0.2 Introduction

The primary objective of this project is to develop a new electronic system aimed at fully digitizing notarial functions. The implementation of this system is strategically significant for modernizing digital infrastructure and enhancing the delivery of legal and public services.

The new electronic notarial information system (hereinafter referred to as "E-Notary" or the "System") will serve as an innovative digital solution designed to streamline notarial procedures, ensure legal compliance, and safeguard the authenticity and integrity of notarial acts in electronic form.

This initiative seeks to provide a secure, efficient, and user-friendly platform for conducting notarial services online. The system is expected to significantly reduce the time and administrative burden involved in preparing, validating, and exchanging documents, while also building greater confidence in electronic legal transactions.

The development of this electronic notarial information system opens up new opportunities to improve legal practices, reduce bureaucratic costs, and enhance the efficiency of collaboration with notarial bodies. This solution marks a significant step toward advancing the digital economy and increasing the accessibility of legal services for all segments of society.

0.3 Current Situation

Currently, the "AENIS" electronic system is being operated by Notaries. Below is the general information collected regarding the "AENIS" Electronic Information System operated by the Chamber of Notaries of the Republic of Armenia.

OWNER	RA Ministry of Justice
INTRODUCTION YEAR	2014
APPLIED TECHNOLOGIES	PHP, Javascript, MySQL
SYSTEM ARCHITECTURE	Application layer, DB layer
USER FRAMEWORK	RA Notaries
INTEROPERABILITY WITH OTHER ELECTRONIC SYSTEMS	• State Population Register, • State Register of Legal Entities, • Cadaster Committee, • Civil Status Acts Registration Agency, • Armenian Depository, • Electronic Judicial Repository • Electronic System of the Financial Monitoring Center of the CBA • Electronic System of the Compulsory Enforcement Service of the MoJ
DATA EXCHANGED	Data related to individuals, organizations, property, and other information pertaining to notarial actions.
DATA EXCHANGE MODE	In real mode
WORKLOAD	Around 250 users
USED HARDWARE INFRASTRUCTURE	2 Servers 2 Data Repository
INFRASTRUCTURE MAINTENANCE	RA Ministry of Justice

As a result of legislative changes, notaries have also been entrusted with cases involving enforcement orders for claims up to 2 million AMD, for which a corresponding module has been introduced in the "AENIS" system. The aforementioned module is also used by banks, credit organizations, and entities operating in regulated sectors such as electronic communications, energy, and water management. Due to this, the system has also been integrated with the Enforcement Service's electronic system for applications related to the issuance of writs of execution.

However, the core notarial functions are not carried out in the "AENIS" system, and it is primarily used as a repository for operations and services. Even in cases where the relevant data can be obtained from the "AENIS" system, notaries still generally require individuals to submit the relevant document. Information obtained from electronic information systems is usually not accepted as a basis but is used as a means to verify the received data.

The reasons for the incomplete use of electronic platforms vary. The main issues are conditioned by the following circumstances:

- The "AENIS" system does not display the actual state registration acts or other documents but rather insufficient data related to them, which leads to numerous practical problems.
- The possibilities for interoperability with other state systems of the Republic of Armenia are limited, hindering notaries from carrying out their functions through the "AENIS" system.
- The "AENIS" system does not allow for making or accepting online payments.
- The "AENIS" system lacks tools for conducting notarial actions via video conferencing or for remote identification/authentication/electronic signatures of the parties.

0.4 Project Goals and Objectives

The goal of the project is to design, implement, test, and deploy a new operational information system in a real-world environment, in accordance with existing legal regulations and in alignment with ongoing legal reform efforts, as well as the requirements outlined in this document and other applicable legal norms governing the field. The system should digitize the entire chain of notarial functions, ensuring maximum automation of business processes. In cases where this is not feasible from a functional logic perspective, it should facilitate human-machine interoperability. Through the system, at least the following functions should be implemented, but not limited to:

- Electronic implementation of notarial functions, and, where possible, automated execution of them.
- Ensuring exchange of electronic data among notaries, users of notarial services, and other parties that is based on data and/or evidence documents, including through automated means.
- Automation of functions performed by notaries based on collected data and described rules.
- Providing notifications to system participants or non-participants who perform functions within the system.
- Ensuring two-way automated interoperability with internal and external systems, based on functional logic requirements.
- Performing automated actions based on interoperability results.
- Ensuring accountability through automated tools based on any data collected within the system or obtained as a result of interoperability.

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

- Processing of data in a machine-readable format (machine readability).
- Efficient accessibility of data and information to the public, policy-making bodies, and all other stakeholders according to their authority.
- Security of data repository and elimination of the possibility of unauthorized access to the data.
- Interoperability with internal and external systems.
- A comprehensive set of reporting tools.

The specific objectives of the project are as follows:

- **Improvement of Accessibility to Notarial Services**
Expansion of access to notarial services for all segments of the population by enabling online notarial transactions, regardless of their location and the mandatory physical presence of the parties involved.
- **Reduction of Document Processing Time**
Reduction of time expenditures for document preparation and validation through the retrieval of information available in various government bodies, automation of certain processes, automated generation of documents, and electronic exchange of these documents between the parties
- **Increase in the Level of Document Protection and Integrity**
Ensuring a high level of security and integrity for electronically notarized acts/deed in the electronic notarial system through the application of modern encryption technologies, electronic signatures, and seals.
- **Increase in User Satisfaction**
Enhancing the satisfaction of users of notarial services due to the convenience of the online document verification process and customer-centric solutions, as well as the reduction of time spent on transactions.
- **Cost Reduction**
Reorganizing notarial verification processes and reducing administrative barriers for the parties involved in transactions, which will lead to a decrease in bureaucratic costs and an increase in the efficiency of legal relationships:
- **Reduction of Transportation Costs and Time**
Minimizing the necessity for the physical movement of parties to carry out notarial actions, allowing for savings in both time and transportation costs
- **Increase in Process Transparency**
Ensuring the transparency and traceability of notarial transactions for all stakeholders will contribute to an increase in user trust in the system.
- **Reduction of the Probability of Fraud and Forgery**
Reducing the risk of forgery and fraud in the notarial verification process through interoperability with other government bodies for the exchange of information and data, implementation of electronic digital signatures/seals, and stringent identification mechanisms. The possibility of using tools from the public domain to verify their authenticity.
- **Support for the Digital Economy**

The implementation of the ENS will contribute to the development of the digital economy and the digitization of business processes through the creation of electronic infrastructure for carrying out notarial actions.

- **Ensuring Data Security**
Guaranteeing the confidentiality and integrity of personal data of system users in compliance with data protection legislation requirements.
- **Increase in Notaries' Work Efficiency**
Reorganizing and improving the work processes of notaries through automation and reduction of time for recording notarial acts.

Each of these objectives is clear, measurable, attainable, relevant, and time-bound, aligning with the principles of S.M.A.R.T. and allowing for the precise definition of the development and effectiveness assessment directions of the electronic notarial system project.

B. FUNCTIONAL, ARCHITECTURAL AND PERFORMANCE REQUIREMENTS

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

- 1.1.1 The Information System MUST comply with the following laws and regulations, as well as all other applicable laws and regulations governing the sector:
 - 1.1.1.1 Civil Code of the Republic of Armenia,
 - 1.1.1.2 Law of the Republic of Armenia “On Protection of Personal Data”,
 - 1.1.1.3 Law of the Republic of Armenia “On Notaries”,
 - 1.1.1.4 Law of the Republic of Armenia “On electronic document and the electronic digital signature”,
 - 1.1.1.5 Law of the Republic of Armenia “On Archive Affair”,
 - 1.1.1.6 Decision No. 572-N of the Government of the Republic of Armenia of May 25, 2017 “On Defining the Procedure for Using Electronic Documents and Electronic Digital Signatures in State Bodies, Establishing General Technical Requirements for Electronic Systems Enabling State and Local Self-Government Bodies to Provide Services or Conduct Operations Electronically Through Electronic Digital Signatures, and Repealing Decision No. 1595-N of 2005 of the Government of the Republic of Armenia”,
 - 1.1.1.7 Decision No. 397-N of the Government of the Republic of Armenia of April 4, 2019 “On Approving the List of Sample Archival Documents with Retention Periods, and Repealing Decision No. 351-N of March 9, 2006 of the Government of the Republic of Armenia”,

- 1.1.1.8 Decision No. 1849-N of the Government of the Republic of Armenia of December 19, 2019 “On Establishing the Procedure for Transfer of Personal Data Through the Electronic Information System and Repealing Decision No. 192-N of February 16, 2017 of the Government of the Republic of Armenia”,
 - 1.1.1.9 Decision No. 884-L of the Government of the Republic of Armenia of June 14, 2024 “On Developing and Implementing the “Cloud First” Policy”,
 - 1.1.1.10 Order No. 223-N of the Minister of Justice of the Republic of Armenia of December 23, 2008 “On Establishing the Procedure for Making Entries in the Notarial Register and Approving the Form of the Notarial Register”,
 - 1.1.1.11 Order No. 103 of the Minister of Justice of the Republic of Armenia of March 1, 2002 “On Approving the Procedure for Notarial Operations”,
 - 1.1.1.12 Decision No. 13-N of the State Council on Statistics of the Republic of Armenia of February 27, 2020 “On approving Form 1-Notary (Quarterly) Statistical Summary Report on "Notarial Activity" and invalidating Decision No. 172-N of the Statistical Committee of the Republic of Armenia dated August 12, 2002”
- 1.1.2 During the development of the information system, the legislation governing the notarial sector will be updated, particularly to facilitate the digitization of business processes. While the preparation of these legislative changes falls outside the scope of this contract, the supplier must cooperate with the team responsible for implementing the changes to ensure that both ongoing and planned regulatory updates are accounted for throughout the system development process.

1.2 Business Function Requirements to be met by the Information System

1.2.1 General Statement

Current paragraph (1.2 Business Function Requirements to be met by the Information System) outline the Purchaser’s vision for the expected business functions of the e-Notary Information System.

The purpose of this paragraph is to convey the scope, scale, and complexity of the desired system and to assist potential proposers in understanding the business processes the system must support.

These business processes provide guidance for proposal preparation and establish the baseline expectations for the Information System, informing both its architectural and functional design.

Upon contract award, the successful proposer will be required to conduct a thorough and structured analysis of the Purchaser’s business requirements, encompassing all notarial business processes. This will involve engaging relevant stakeholders, gathering both functional and non-functional requirements, validating and refining existing workflows, and ensuring compliance with all applicable legal, regulatory, and organizational standards. The final system design must reflect these validated business needs and align with the Purchaser’s strategic objectives, including its commitment to digital transformation.

A comprehensive and structured business requirements analysis will be carried out by the successful proposer during the system implementation phase.

The Information System **MUST** support the automation and digital execution of notarial activities and associated processes in line with Armenian legislation and the strategic objectives of justice sector digital transformation.

The Information System MUST support the following business functions:

1.2.1 E-Notary system overview and national digitization principles

1.2.1.1 Information system overview

The Information System must be developed as a web-based software solution with a modular architecture. Each module should operate independently according to its specific functional logic, while functioning as part of an integrated system through well-defined interfaces and interconnections.

The system must use a centralized, unified relational database, with the option to utilize non-relational databases where appropriate for specific use cases (e.g., document storage, logs, or unstructured data). All inter-module and inter-system communication must be implemented using a microservices-based architecture, ensuring modularity, scalability, and ease of maintenance.

The overall architecture must support:

- Modules must be loosely coupled and highly cohesive, allowing independent development, deployment, and scaling.
- The architecture must follow the separation of concerns principle, ensuring that each module encapsulates a distinct and well-defined functionality.
- Each module and its associated interfaces **MUST** utilize standard API communication protocols and the APIs **MUST** be documented for use by other parties wishing to integrate in future (including API calls, functions, expected inputs and outputs).
- The system must be designed to be modular and extensible, enabling future enhancements or integration of new components with minimal impact on existing functionality.

1.2.1.2 “Cloud First” principles

In accordance with national digital transformation strategies and the “**Cloud First**” policy, the System must be designed and deployed with a preference for **cloud-based infrastructure** and services, unless there is a justified legal, technical, or security reason to use on-premises resources.

The main requirements under the “Cloud First” policy are as follows:

- The System must be cloud-native or cloud-ready, supporting deployment in government-approved cloud environments that comply with national security and data protection standards.
- All components—including databases, services, file storage, and APIs—must be designed for scalability, resilience, and high availability in cloud environments.
- The system architecture must support horizontal and vertical scaling, automated resource provisioning, and monitoring features typical of modern cloud platforms.
- For handling sensitive or personal data, the System must enforce appropriate data residency, encryption, and access control mechanisms in accordance with applicable laws and regulations.
- The system architecture must be technology-neutral and deployable on any national public cloud platform, avoiding reliance on proprietary or cloud-specific managed services that would limit portability and vendor neutrality. To fulfill this, the system must utilize open standards, containerization technologies (e.g., Docker), and orchestration frameworks (e.g., Kubernetes) to ensure portability, interoperability, and vendor neutrality.

1.2.1.3 “Single Sign-On” principle

The System must implement the Single Sign-On (SSO) principle via the “Yes Em” national digital identity platform, ensuring that user authentication is centralized and secure. Transitions between system modules must be managed in accordance with the principles of a Central Authentication Service (CAS).

The user management module must define and enforce access control across all system modules using a Role-Based Access Control (RBAC) model. Each user role must have a clearly defined set of permissions and allowed actions, with appropriate separation of duties between roles such as notary, assistant, administrator, and auditor. The system must support centralized configuration and administration of roles and associated privileges.

For online notary transactions, parties may be required to undergo additional authentication through face matching, where a selfie or video is compared to the document photo (obtained via interoperability) using biometric algorithms such as Veriff. This functionality can be either directly integrated into the system or, if the “Yes Em” national digital

identity platform develops such a method, the system can be designed to utilize it. The decision regarding the implementation of face matching functionality shall be made during the project’s first phase in coordination with the Purchaser and other relevant stakeholders.

1.2.1.3 “Once-only” principle

To comply with national digital architecture principles, particularly the **“once-only” principle**, the System must retrieve all available data from relevant government registers and must not require users to re-enter information already maintained by national public authorities.

Exceptions are allowed only in cases where the required data cannot exist in national registers, such as in the case of foreign citizens, foreign-registered businesses, or foreign-registered properties, where the relevant data is maintained by foreign authorities. An exception also applies when the relevant register exists but is not accessible online (e.g., is paper-based or lacks digital integration), making automated retrieval technically unfeasible.

In fallback scenarios, where the data exists but is found to be incorrect or outdated, or where the data is expected to exist but is missing, the notarial transaction cannot proceed until the necessary corrections or updates have been made in the appropriate registers. The data correction process must be initiated by the relevant party to the transaction or by the notary, in accordance with applicable laws and procedures.

1.2.1.4 “Data-Centric” Principle

The System must use structured data as the primary means of processing, generation, and exchange of information. All business operations and outputs must rely on structured data models to ensure consistency, traceability, and interoperability. Static documents must be generated exclusively from data contained within the System and shall be used solely for purposes such as capturing signatures and serving as legally valid evidence in cases where direct access to the System (either through the user interface or integrated interoperability mechanisms) is temporarily or permanently unavailable.

Where applicable, the term “document” in current paragraph (1.2 Business Function Requirements to be met by the Information System) refers to structured data, or structured data coupled with a document file, rather than to standalone unstructured files. This ensures that all documents remain verifiable, reproducible, and consistently linked to the authoritative structured data stored within the System.

In alignment with the “data-centric” principle, the System must ensure the following:

- All operations, workflows, and business logic must operate on structured and well-governed data entities, which must be captured, validated, and maintained in a structured, consistent, and standardized format to ensure interoperability, traceability, and long-term usability.
- Wherever applicable, data schemas must conform to national or international standards, to facilitate future integration, data exchange, and compliance with regulatory requirements.
- The System must support versioning, audit trails, and data lineage tracking to ensure transparency, accountability, and historical reference.
- Data generated or maintained by the System must be reusable, analyzable, and exportable for reporting, policy planning, performance monitoring, and statistical analysis.
- The System must incorporate data quality mechanisms, including automatic validation rules, duplicate detection, and exception handling, to prevent the entry and propagation of incorrect or inconsistent data.

1.2.1.6 Interoperability and Integration principles

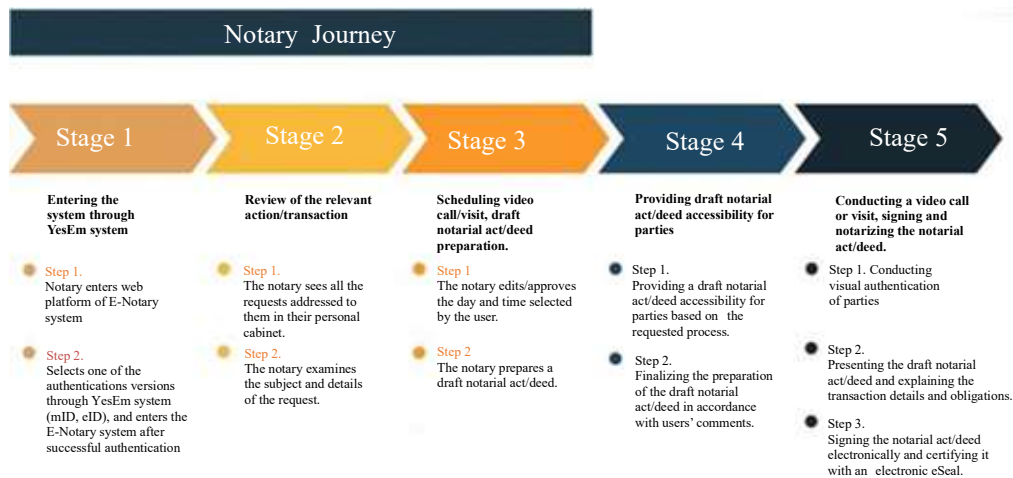
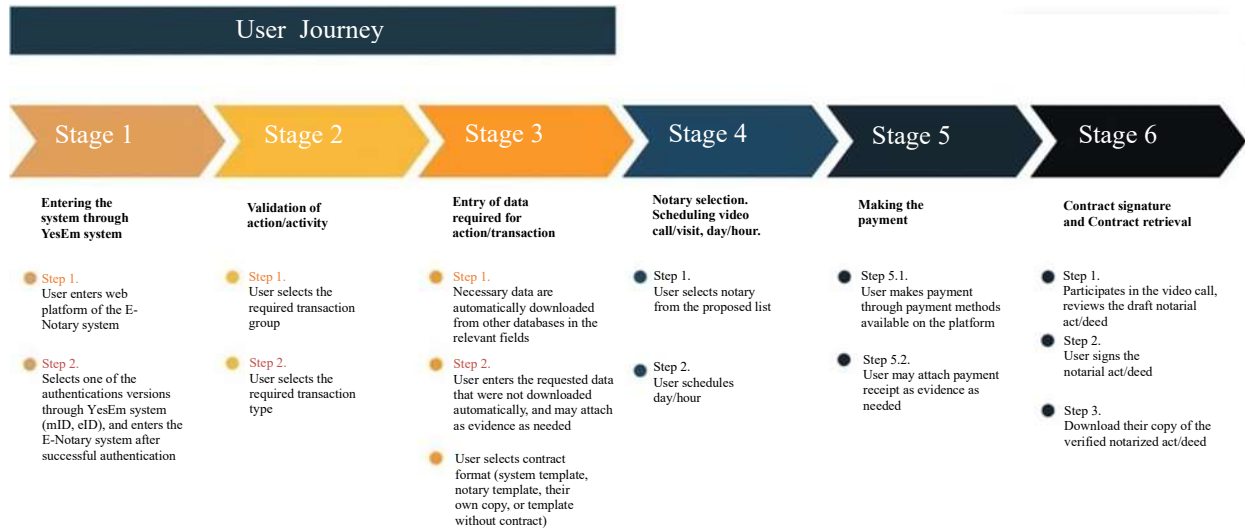
The System must be designed and implemented in accordance with the Armenian National Interoperability Framework, which sets the principles and rules for secure, standardized, and efficient data exchange between state information systems.

The main interoperability and integration requirements are as follows:

- All system integrations and data exchanges must be implemented through the X-Road national interoperability platform, which is being introduced as the standard interoperability infrastructure for the public sector in Armenia.
- The System must be fully compatible with X-Road and capable of consuming and exposing services in compliance with X-Road architecture, protocols, and interface standards.
- All services developed by the System must be suitable for registration in the national interoperability catalog and must support reuse by other public sector systems.

1.2.2 User and Notary Journey

The following figure provides an overview of the key stages and steps in the user and notary journey throughout the service process within the electronic notarial system



1.2.3 Parties to a notarial transaction

1.2.3.1 Main Parties

The following entities may be parties to a notarial transaction:

	Name	Description
1	Natural Persons	A natural person may be a party to a notarial act both when they have full capacity and when they lack capacity (such as being underage or incapacitated). If the natural person who is a party to the transaction is not fully capable, the transaction must be conducted by a legal representative on their behalf. If the person has limited capacity, they are still considered a party to the transaction, but the consent of a guardian must be present. The personal data of the natural person should be automatically populated from the electronic database of the relevant authorities or through the entry of data from TIN or other identification documents. Conditions for Verifying the Capacity of a Natural Person: a) A natural person is considered to have capacity upon reaching the age of 18. b) An adult is declared incapacitated by a court ruling if they are unable to manage or comprehend their actions due to a mental illness. c) Information regarding a person's mental illness can assist the notary in understanding the degree of the individual's capacity, as a person is not considered incapacitated solely due to a mental illness; a judicial act is necessary for that. However, a person cannot engage in transactions if they are unable to manage or comprehend their actions, even without the status of incapacity. In practice, in cases of doubt, notaries may contact healthcare facilities to determine if the individual has such an illness. In the case of foreign citizens, the individual must have the opportunity to manually fill in the details of their identification document, or their representative may do so.
2	Legal Persons	Both registered and unregistered legal entities can be parties to a transaction. Legal entities registered in Armenia must have state registration in the State Register of Legal Entities, and therefore, their data should be obtained from the database of the State Register.

		Legal entities registered in other countries can also engage in transactions; they must be parties to the transaction in the usual manner, and their information should be filled in manually.
3	State	Different governmental agencies acting on behalf of the state can participate in notarial transactions, primarily in the form of transaction validation. Transactions on behalf of the state will be conducted by either the head of the authority, another official designated by law, or an authorized representative.
4	Community	Communities are also considered distinct entities and can participate in notarial transactions as parties. On their behalf, the head of the community, another official authorized by law or other normative acts, or an authorized representative may act.

1.2.3.2 Representatives

All notarial transactions, except for those related to the presence of the citizen in a specific location or the fact of being alive, as well as the notarial transaction of verifying the identity of the person depicted in a photograph with that of the citizen, can be performed through representatives. Representatives of the parties to the notarial transaction may be the following subjects:

	Name	Description
1	Authorized Representatives	When a person has granted a written power of attorney to another person to represent them in any notarial transaction, this power of attorney may be issued in a notarial manner by a notary in the Republic of Armenia or another country, or it may be given in a simple written form (for example, a power of attorney issued by the director of a legal entity to an employee). The power of attorney can be certified by the same notary or by another notary in the Republic of Armenia.

2	Legal Representatives	These are the representatives who can represent a person by law, without any power of attorney. They include the legal representatives of minors, persons recognized as having limited capacity, or incapacitated individuals, such as the parent (or adoptive parent), guardian, or caretaker, as well as other representatives as provided by law (for example, the guardianship and trusteeship authority when no guardian or custodian has been appointed for the individual).
3	Ex officio Representatives	These are the representatives who, by virtue of their legal status, can act on behalf of a given person. They include: a. Individuals endowed with the authority to represent a legal entity as stipulated by law or the entity's charter, typically the director on a permanent basis, and others depending on specific cases. b. State authorities act on behalf of the Republic of Armenia within their jurisdiction through the head of the authority or other officials designated by law. c. As a community representative, the community leader acts ex officio within their jurisdiction or other officials endowed with similar authority as provided by law. d. In cases specified by law, the interests of individuals or legal entities declared bankrupt are represented by the bankruptcy administrator. e. The interests of legal entities undergoing liquidation are represented by the chair of the liquidation commission. f. In the case where a person declared missing according to the law should participate, their representative is the individual appointed as the trust administrator of their property. g. In the case where an heir of a deceased or declared deceased person should participate, if the inheritance has not yet been accepted by anyone, their

		representative is the person appointed for the preservation and management of the hereditary property. chair of the liquidation commission.

1.2.3.3 Negative data regarding the parties to the transaction

	Name	Description, Required data
1	Party	Under investigation - by which authority the investigation is being conducted, the date (year-month-day) of the investigation decision entered by the investigating authority, and the date of entry into the Automated System (AV).
2		The Party has been declared incapacitated by a court decision – if this information is available, the transaction on behalf of the Party must be signed by a representative. The details specified in point 13 of the 'Parties to the Transaction' table must be completed, and the relevant documents must be uploaded.
3		The lack of ability of one of the parties to the transaction to understand or manage their actions at the time of the transaction – this information can be obtained during the video call phase when such doubts arise for the notary. Access to this information requires the implementation of interoperability of the System with the digitized data of psychiatric and other institutions.

1.2.3.4 Other negative conditions for performing a notarial transaction

- Article 52 of the Law on Notaries outlines the following grounds for refusing to perform notarial acts:
- The execution of the notarial act contradicts the law, other legal acts, or the organization's charter.
- The presented document or the requested notarial act is not subject to notarial certification or confirmation.
- According to the law, the notarial act cannot be performed by the particular notary.
- The request for a notarial act has been made by an incapacitated person or a person without the necessary powers, or their incapacitated or unauthorized representative, except in cases provided by law.

- Although the applicant is capable, they are in a state at that moment where they do not understand the significance of their actions or cannot manage them.
- The applicant refuses to present the necessary documents required by law or other legal acts for the execution of the notarial act.
- The applicant does not pay the state duty required for the execution of the notarial act or the fee for other services rendered by the notary.
- The notarial act must be performed based on a court decision regarding a person who is under investigation or evading criminal liability, or concerning their property.

1.2.3.5 Data on Transaction Parties

	Name	Description, Required data
1	Natural Person	Passport, for which the following are required: ID number, the series and number of the passport, the issuing authority, the date of issue, the validity period, the registered address of the party to the transaction, the first name, last name, gender, date of birth, nationality, place of birth, or identification card, for which the following must be filled out: the number, the issuing authority, the date of issue, the validity period, the registered address, the first name, last name, gender, date of birth, nationality, place of birth.
2	Spouse of Natural Person	(If applicable) the date of marriage registration, the number of the marriage certificate, the date of issue, the full name of the husband (or wife), the series and number of the passport (or the identification card number), ID number, as well as written consent for conducting notarial actions in cases provided by law.
3	Legal Person	Tax Identification Number, for state registration, address of the location, status (information regarding being in bankruptcy or liquidation proceedings).
4	Other owner of the property that is the subject of the transaction	Passport, for which the following are required: ID number, the series and number of the passport, the issuing authority, the date of issue, the validity period, the registered address of the party to the transaction, the first name, last name, gender, date of birth, nationality, place of birth, or identification

		card, for which the following must be filled out: the number, the issuing authority, the date of issue, the validity period, the registered address, the first name, last name, gender, date of birth, nationality, place of birth, as well as written consent for concluding a real estate sale transaction.
5	Execution of the transaction through a representative	
6	Natural person representative (as available)	The data specified in item 1 of this table for the authorized person, as well as, if available, the upload of the previously notarized power of attorney through the system by calling the document related to the notarized action.
7	Director of the legal person	Data specified in item 1 of this table
8	Other representatives of the legal person	Data specified in item 1 of this table
9	Parents or foster parents of a party under the age of 14	Data on parents (foster parents) specified in item 1 of this table.
10	Guardian of a party under the age of 14	Data specified in item 1 of this table regarding the guardian, the upload of the decision of the guardianship and trusteeship authority on appointing the guardian, and the upload of the permission from the guardianship and trusteeship authority regarding the conclusion of the transaction.
11	Parents or foster parents of a 14-18 years old party	Data on parents (foster parents) specified in item 1 of this table; written consent of parents (foster parents) for concluding the transaction.
12	14-18 years old party guardian	The data specified in item 1 of this table regarding the guardian, the upload of the decision of the guardianship and trusteeship authority on appointing the guardian, the guardian’s consent for concluding the transaction, and the permission from the guardianship and trusteeship authority regarding the guardian’s consent to conclude the transaction.
13	Guardian of a party recognized as incapacitated by a court decision	The date of the decision on declaring incapacitated, including the day, month, year, for the civil case, the data specified in item 1 of this table regarding the guardian, the upload of the decision on declaring

		incapacitated, the upload of the decision of the guardianship and trusteeship authority on appointing the guardian, and the upload of the permission from the guardianship and trusteeship authority regarding the conclusion of the transaction."
14	Guardian of a party whose capacity has been limited by court decision	The date of the decision on declaring limited capacity, including the day, month, year, for the civil case, the data specified in item 1 of this table regarding the guardian, the upload of the decision of the guardianship and trusteeship authority on appointing the guardian, the guardian's consent for concluding the transaction, and the permission from the guardianship and trusteeship authority regarding the guardian's consent to conclude the transaction.

1.2.3.6 Information relating to the object of the transaction

	Name	Description, Required data
1	Information regarding the registration of ownership rights to the object	Information regarding the registration of the seller's ownership rights to the object – the registration certificate number, the date of issue, the address of the sold object, the building's cadastral code, the area of the building, the cadastral code of the land plot, the area of the land plot, and the date of registration of the ownership rights.
2	A unified certificate issued by the Cadaster Committee regarding the object	A unified certificate issued by the Cadaster Committee regarding the object – if previously a notary was required for the information, in the case of a unified certificate, it must be generated as a document through the electronic system, in accordance with the format established by the head of the Cadaster Committee. The requirement is to have the document itself, rather than just the data mentioned in it, as specified in Article 32(6) of the Law on the Registration of Rights to Property. According to that law, the unified certificate includes all rights and restrictions registered in the registry for that real estate unit at the time of its issuance. There may be several options for obtaining the unified certificate. The first option is that a person can independently make a payment to the Cadaster Committee through the System, after

		which the system will generate the document in the established format (if such an option is available) or send a request to the Cadaster Committee, from which the unified certificate will be obtained within the legally stipulated timeframe. The other option is that the System allows the party to the transaction to proceed through all steps of the system without generating the unified certificate, after which the notary (or notary assistant) can send a warning to the person regarding the absence of the unified certificate. After that, the person can request the notary to obtain the unified certificate from the Cadaster Committee.
3.	Motor vehicle – ownership rights, restrictions, and the rights of other parties in relation to it.	The VIN number of the motor vehicle, the state registration number, the make, the model, the year of manufacture, the color, the date of registration of ownership rights, the registration number, and the technical passport number of the motor vehicle.
4.	LLC share or JSC stock – ownership rights, restrictions, and the rights of other parties in relation to it.	Share percentage in relation to the equity. Number of shares expressed as a percentage of the equity.

1.2.4 Main Actors of the System

	Name	Description
1	Notary	A notary is a person providing public services that contribute to the administration of justice, who performs notarial acts and services as prescribed by law on behalf of the Republic of Armenia.
2	Party(ies)	The parties to the transaction may consist of the subjects described in See subparagraph 1.2.3 - Parties to a notarial transaction.
3	Representative	Representatives may consist of the subjects described in See subparagraph 1.2.3 - Parties to a notarial transaction,
4	Ministry of Justice/ Minister	The Ministry of Justice is a body of the state administration system of the Republic of Armenia, which has a number of functions in the field of

		notary. The Minister of Justice appoints notaries, suspends notarial activities, approves replacements and actions, confirms the composition of the qualification examination commission, and the ministry exercises oversight over notarial activities.
5	Notary Chamber/ Chairman of Chamber	The Notary Chamber is a professional non-commercial organization of notaries based on the principle of self-governance and mandatory membership of notaries. It has an administration consisting of the president of the Notary Chamber, a vice president, and three members, as well as a general assembly consisting of all notaries. To fulfill its objectives, the Notary Chamber: • Establishes relationships with state and local self-government bodies, international organizations, and citizen associations; • Represents the notaries in proposing laws or other legal acts related to notarial activities, as well as suggestions for their amendments and additions to the Ministry of Justice; • Summarizes the results of notaries' activities to ensure the uniformity of notarial practices; • Organizes training and professional development for notaries; • Organizes work related to the replenishment, registration, preservation, and use of notarial archival documents, among other tasks.
6	Translator	During notarial acts, a person who has a qualification certificate attesting to their proficiency in the relevant language, and whom the notary trusts, may act as a translator, except in cases specified by this law. When validating a transaction in a foreign language or providing explanations to a party who does not understand Armenian, the choice of translator is agreed upon with the parties involved. The procedure for issuing qualification certificates is established by the government. The form of the qualification certificate is determined by the Minister of Justice. *A sign language interpreter is also considered a translator.
7	Witness(es)	The presence of a witness during notarial acts is mandatory only in cases provided by law. At the

		request of the parties, the notary may conduct notarial acts with the participation of a witness (or witnesses). The witness must be present during the reading of the document subject to notarial certification, the signing of the document, and its certification by the notary, unless otherwise provided by law. The notary is obliged to warn the witness about the necessity of maintaining notarial secrecy before the notarial act is carried out, and a corresponding record is made of this. Only fully capable individuals may act as witnesses. The following individuals may not serve as witnesses: • The notary, any person conducting notarial acts, their spouses, their parents or the parents of their spouses, children, brothers, sisters, grandchildren, or grandparents; • The translator participating in the notarial act; • The person in whose favor the notarial act is being carried out • Illiterate persons or others who are unable to read the document subject to notarial certification or confirmation; • Individuals who do not sufficiently understand Armenian, except in cases where a closed will is being drawn up. At the request of the notary, the witness is obliged to submit a declaration stating that they meet the requirements that exclude them from serving as a witness as specified in this article. In this case, the notary shall not be responsible for the consequences of a false statement made by the witness unless it is proven that the notary knew or should have known that the content of the declaration was not true.
8	RA diplomatic service bodies	The bodies of the diplomatic service of the Republic of Armenia carry out the following notarial acts: • certify transactions (contracts, wills, powers of attorney, etc.), except for contracts concerning

		real estate located within the territory of the Republic of Armenia; • take measures for the preservation of inherited property; • issue certificates of inheritance rights. • issue certificates of ownership rights regarding the share of property belonging to individuals in common joint ownership. • certify the authenticity of copies of documents and their extracts. • certify the authenticity of signatures on documents; • certify the authenticity of translations of documents; • confirm the fact of a citizen's living status; • confirm the fact of a citizen's presence in a certain location; • confirm the identity of the person depicted in a photograph and the citizen; • confirm the time of document submission; • accept, store, hand over, and return monetary funds and securities, precious metals, and stones as deposits, providing a certificate for this; • accept documents for safekeeping; • transfer inherited property to fiduciary management; • issue certificates of confirmation of the powers of the executor of the will; • with the consent of all heirs, repeal previously issued certificates of inheritance rights; • provide duplicates of notarial acts.
9	Administrator	System administrator has access to the entire functionality of the system, including the management of modules and user support. System administrator has access to the roles and permissions of any user in the system.

1.2.5 Overview of the main functional components (modules).

1.2.5.1 Applications Module

The main and primary functional module of the system is the application submission module, which should include all processes related to the submission, processing, auditing of changes, attaching documents, and

storing data obtained through interoperability for applications subject to notarial certification, as well as final certification.

The module also allows for the verification of document authenticity using a unique code granted by the system during the certification process from the public domain. The search results display the conditions confirming the certification and other relevant information.

	Transaction Name	Transaction Type
1	Transaction Validation	1. Real estate sale contract 2. Real estate lease agreement 3. Contract for gratuitous use of real estate 4. Contract for establishing a property servitude 5. Real estate mortgage contract 6. Motor vehicle sale contract 7. Contract for the right to purchase real estate 8. Certification of the loan agreement 9. Marriage contract 10. Real estate donation contract 11. Contract for the sale of shares/stocks 12. Donation of shares/stocks 13. Contract 14. Pledge agreement for movable property 15. Other contracts
2	Power of Attorney Validation	1. Powers of attorney for the possession, use, and management of real estate 2. Powers of attorney for the possession, use, and management of motor vehicles 3. Powers of attorney for the possession, use, and management of movable property 4. Power of attorney for pensions/benefits 5. Other powers of attorney
3	Inheritance	1. Submit an application for accepting an inheritance 2. Submit an application for renouncing an inheritance 3. Take measures for the preservation of inherited property 4. Annul previously issued certificates of inheritance rights with the consent of all heirs 5. Issue certificates of confirmation of the executor's powers

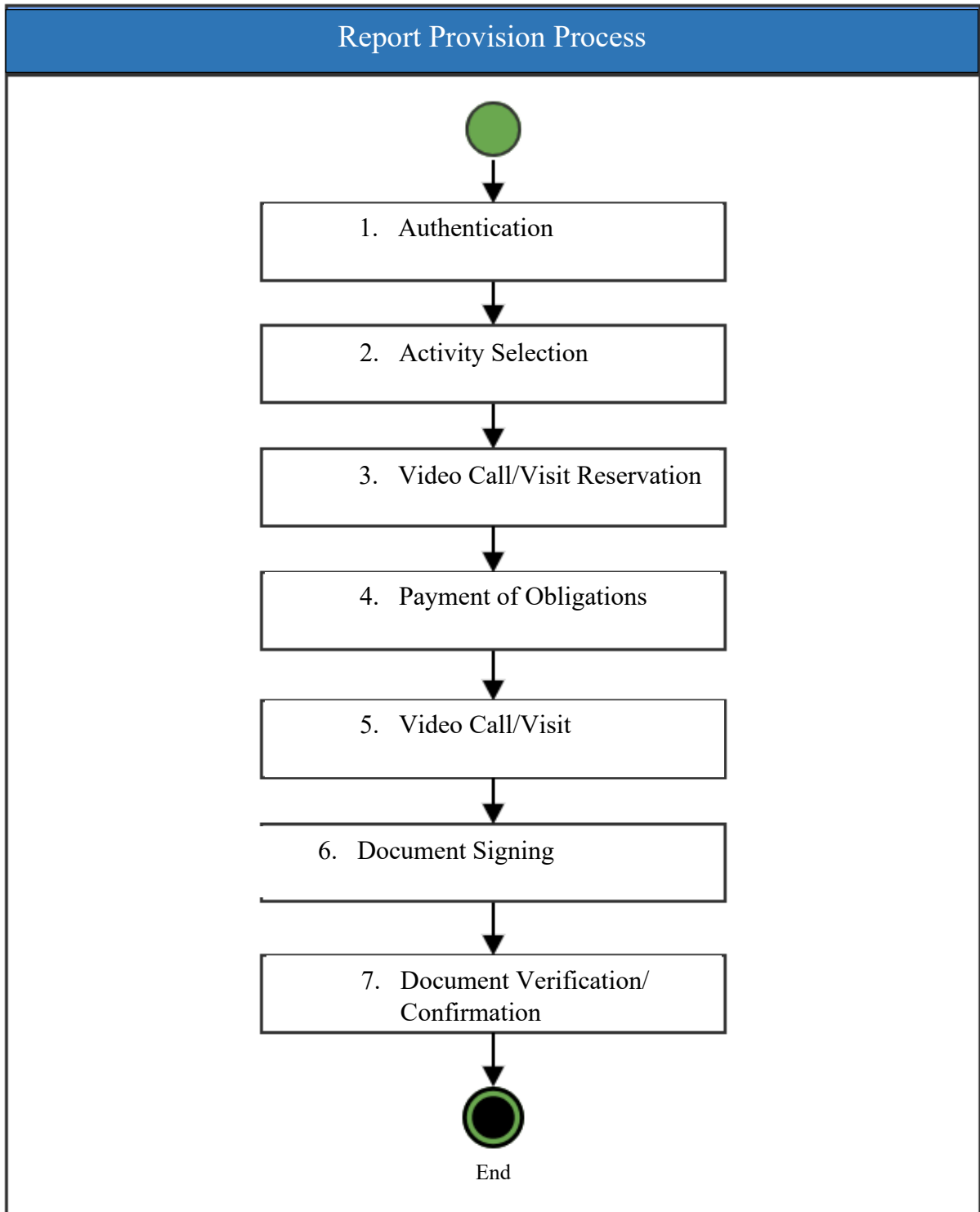
		6. Submit an application for transferring the inherited property to fiduciary management 7. Certify, amend, and revoke a will 8. Submit a demand by the creditor 9. Submit an application for issuing a certificate of inheritance rights
4	Translation	1. Certification of the authenticity of the signature of the notary's trusted translator 2. Certification of the authenticity of document translations
5	Validation of signatures of documents or copies.	1. Certification of the authenticity of the signatures of individuals on documents 2. Certification of the authenticity of copies of documents
6	Consultancy	1. Provision of legal assistance or advice 2. Provision of advice regarding the current notarial act.
7	Validation of facts of legal significance	1. Family relationships of individuals 2. An individual's status under someone else's guardianship 3. Registration of birth, adoption (including step-parent adoption), marriage, divorce, and death 4. An individual's death under certain circumstances and at a specific time, if the civil registration authorities refuse to register the death 5. Acceptance of inheritance and/or the location of the opening of inheritance 6. Accident 7. Ownership of documents establishing rights, excluding passports and military documents 8. Possession of property by ownership rights 9. Existence of force majeure 10. Oral statements of individuals.
8	Financial Confiscation Order (FCO)	1. Submit an application for Financial Confiscation Order (FCO).

		2. Resubmit the application for Financial Confiscation Order (FCO).
9	Other notarial acts and services	1. Issuance of certificates of ownership rights for shares from property under common joint or common share ownership 2. Confirmation of the fact of a citizen's living status 3. Confirmation of a citizen's presence in a specific location 4. Confirmation of the identity of the person depicted in a photograph and the citizen 5. Confirmation of the time of document submission 6. Transfer of applications, declarations, or other documents from individuals or organizations to other individuals or organizations 7. Deposit 8. Acceptance of documents for safekeeping 9. Provision of evidence 10. Certification of the minutes of a general meeting of an organization or other collegial body 11. Issuance of an enforcement notice 12. Issuance of duplicates of notarial acts 13. Performance of functions related to the state registration of rights arising from transactions regarding the origin, modification, termination, and transfer of property rights 14. Performance of the functions of the service office for state bodies in cases provided by law or by decision of the Government of the Republic of Armenia 15. Notification to bodies performing property rights registration regarding the preliminary note on property rights to ensure compliance with the state registration requirement for rights arising from transactions 16. Other notarial acts or services as provided by law 17. Any other action or service that is not listed

The module is accessible to all users in the public domain, therefore, strict security procedures must be ensured for them, as well as stringent authentication measures for individuals as stipulated by the legislation of the Republic of Armenia.

The functionality of the applications module consists of a sequence of steps related to various notarial actions and services and core/general operational actions.

All applications must ensure the management of data history and auditing. The audit should provide management of the versions of the electronic document. Each application interface should include an audit section where all versions of the document are reflected. In this interface, it should be possible to compare any two versions. As a result of the comparison, the System should reflect the modified data by displaying the differing values of the corresponding fields side by side. At the same time, in cases where the process involves collaborative actions on the same application or document, the system should provide users with the ability to easily see the changes directly in the interface (through color coding, highlighting, deleted/new indicators), along with the person who made the changes and the date/time of those changes.

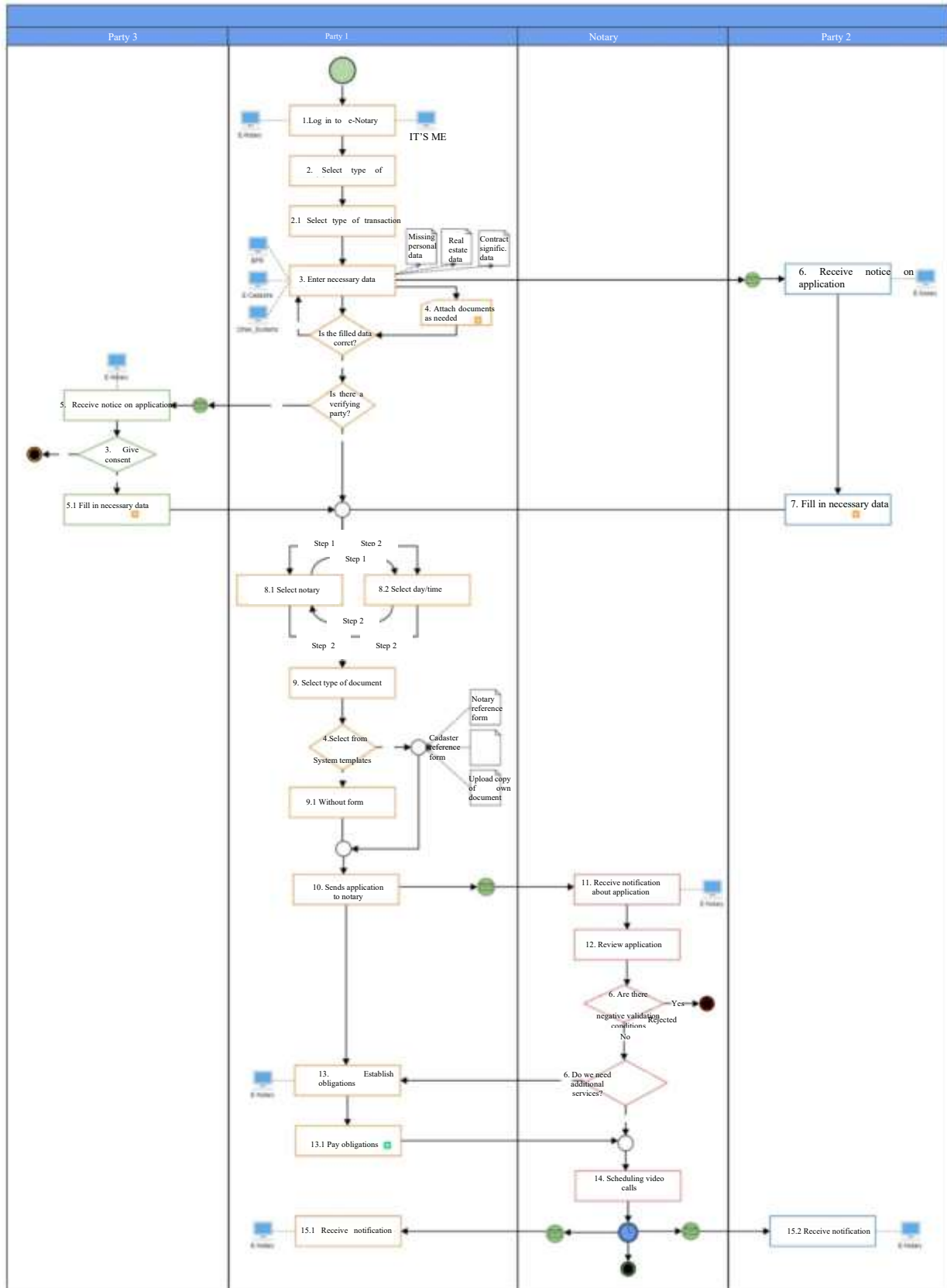


Description

Step	Activity	Description
1	Authentication	When logging into the system, the person is identified through the "YES EM" authentication platform and logged into the "E-Notary" system. For additional details see paragraph 9.6.13.
2	Selection of action	In the System, it is possible to select the actions described in paragraphs 9.1.1 to 9.1.10 for the purpose of obtaining notarial services. The System will automatically perform the predefined actions corresponding to the selected option, ensuring the appropriate workflow and data integrity.
3	Scheduling a video call/visit	To perform a number of notarial actions, it is necessary to schedule a video call or visit. For additional details see paragraph 9.1.2.
4	Payment of obligations	All financial obligations (service fees, state duties) are generated in the System, either automatically or manually. The parties can pay all obligations either at the bank by attaching a document that confirms the payment or through various integrated payment tools/platforms within the System. More details are provided in paragraph 9.4.
5	Video call	The parties to the video call log in to the e-notary system using a special link provided in advance. At the beginning of the video call, the notary verifies the identities of the parties, then, after successful authentication, they review the document, sign it, and the notary verifies the document.
6	Document signing	The parties may sign the document using electronic digital signature tools (eID, mID) integrated into the System, or on-site using a tablet and digital signature device, only in cases where a party does not possess a digital signature.
7	Document validation/confirmation	The notary signs the document using electronic digital signature (eID, mID) tools integrated into the System and validates it with an electronic digital seal (eSeal). The validated document receives a unique code, which is reflected on the printed version of the document. This code also serves as an identifier for retrieving the document from the public domain.

1.2.5.1.1 Transaction Validation

Transaction participants	Name	Description, Required data
1	Party (ies)	See subparagraph 1.2.3 - Parties to a notarial transaction



Step	Activity	Condition	Executor	Description
1	Log in to E-Notary system	-	Party 1	Party logs in to “E-Notary” system through “YES EM” platform
2	Select type of activity	-	Party 1	Selecting the type of activity: “Validation of Transaction”
2.1	Select type of transaction	-	Party 1	Selecting the type of transaction: 1. Sale and purchase of real estate 2. Lease agreement for real estate 3. Agreement for the gratuitous use of real estate 4. Agreement on establishing a property servitude 5. Mortgage agreement for real estate 6. Sale and purchase agreement for a vehicle 7. Agreement on the right to purchase real estate 8. Validation of a loan agreement 9. Marriage contract 10. Donation agreement for real estate 11. Sale and purchase agreement for shares/stocks 12. Donation of shares/stocks 13. Contract 14. Pledge agreement for movable property 15. Other agreements.
3	Enter the Required data	-	Party 1	Depending on the type of individual, enter the data of the party/parties to the transaction: "ID/Passport Number/Taxpayer Identification Number (TIN). The System automatically fills in the required data. In this section, the data specified in the required column of the "Parties to the Transaction" table must be completed. It logs in to the

				data of the sale and purchase agreement, such as: - Approving Party - Object of the Agreement - Price of the Real Estate - Payment Terms
4*	Attach documents as needed	-	Party 1	If there are documents that are missing from electronic repositories, they must be attached in the "Attached Documents" section of the application. <i>A document can be attached at any stage/status of the application.</i>
P1		Is the information filled in correctly?		The System verifies the accuracy of the provided data: If there is an error, the application is returned to the previous step. Otherwise, it proceeds to the next step.
P2	-	Is there an approving party?	Party 1	If there is an approving party, the process moves to Step 5. If there is no approving party, the process moves to Step 8.
5	Receive notification about the application	-	Party 3	Log in to the "E-Notary" system by passing authentication on the "YES EM" platform and sees the transaction application in the personal office. After reviewing the application, approve or reject it.
P3	-	Give consent	Approving party	If the approving party gives consent, the process moves to Step 8. If the approving party rejects, the application receives a "Rejected" status.

5.1*	Fill in the Required data	-	Party 3	The approving party fills in the necessary missing data.
6	Receive notification about the application	-	Party 2	The user logs into the "E-Notary" system through the "YES EM" authentication platform, and sees the transaction application in their personal office. After reviewing the application, they either approve or reject it.
7*	Fill in the Required data	-	Party 2	If the Seller has not fully completed the Buyer's data, then the Buyer fills in the missing information.
8.1	Select the notary	-	Party	Selecting the notary:
8.2	Select day/hour	-	Party	Selecting day/hour:
9	Select type of contract	-	Party	Selecting the type of contract
P4		Select from the System's templates	Party	“Yes” - selecting from the proposed options: - Notary's template form - Cadaster’s template form - No template “No” - performing the action described in Step 8.1.
9.1	Upload the contract form	-	Party	Uploading the contract form in the format supported by the System (xml, json, docx).
10	Submit the application to the notary	-	Party	Submitting the application to the notary to schedule the date/time of the transaction.
11	Receive a notification regarding the application	-	Notary	The notary, in their personal office, receives a notification about the presence of a new application.
12	Review the application	-	Notary	Reviews the application and, if necessary, may:

				- Conduct inquiries regarding the parties - Return the application for revision.
P5	-	Are there any negative validation conditions?	Notary	The notary reviews the application and conducts various inquiries: If negative validation conditions are present, the document receives a "Rejected" status. If not, the process moves to the next step.
P6	-	Are there any additional services?	Notary	“Yes” - A new obligation is created. “No” - The process moves to the next phase.
13	Formulate the obligations	-	System	The System generates the obligations.
13.1 *	Pay the obligations 		Party 1	Obligations can be paid at any stage, but no later than the validation of the transaction or as required by the notary.
14	Schedules a video call or visit	-	Notary	Scheduling the date and time for the video call/visit.
15.1	Receive a notification	-	Party 1	Receiving a confirmation of the video call/visit scheduling: • In the case of a video call, a link to join the video call is sent to the email address.
15.2	Receive a notification	-	Party 2	Receiving a confirmation of the video call/visit reservation: • In the case of a video call, a link to join the video call is sent to the email address.

1.2.5.1.2 Essential Terms of the Real Estate Sale and Purchase Agreement

	Name	Description, Required data
1	Object of Lease	Registration certificate number, date of issue, address of the object being leased, cadastral code of the building, area of the building, cadastral code of the land plot, area of the land plot, date of registration of the ownership right.
2	Period of Lease	Several options may apply here: a) The duration is specified in years. b) The duration is specified in months. c) The duration is specified in days. d) A specific expiration date is set. e) The duration is indefinite.
3	Deadline for providing real estate to the tenant	The parties may be given the following options: a) Specify a specific date by which the property must be handed over to the tenant. b) Specify a number of days within which the property must be handed over.

1.2.5.1.4 Data relating to the essential terms of the contract for the free use of real estate

	Name	Description, Required data
1	Object for Gratuitous Use	Registration Certificate Number, Date of Issue, Address of the Object Granted for Gratuitous Use, Building Cadastral Code, Building Area, Land Plot Cadastral Code, Land Plot Area, Date of Ownership Registration.
2	Term of Gratuitous Use	Several options may apply here: a/ Specified number of years, b/ Specified number of months, c/ Specified number of days, d/ Specific expiration date, e/ Indefinite period.
3	Term for Transferring the Real Estate to the Borrower	The parties may be given the following options: a/ Specify a specific date by which the property must be transferred to the Borrower, b/ Specify the number of days within which the property must be transferred.

1.2.5.1.5 Data Relating to the Essential Terms of the Agreement on Establishing a Property Servitude

	Name	Description, required data
1	Servitude object	This refers to the limited right to use immovable property, meaning it should describe how the restricted use of the encumbered property is exercised under the servitude. Article 214 of the Civil Code of the Republic of Armenia provides an approximate list of purposes for establishing a servitude. Therefore, in order to define the right of limited use (or, equivalently, the object of the servitude), the system should allow the parties to choose a usage purpose specified in this article. The list, which should correspond to the system's selection fields, includes the following: • Right of passage or transit • Right of transportation • Installation and operation of power transmission, communication lines, or pipelines • Water supply • Land improvement • Repairs and construction work • Other needs of the dominant property owner • Types of Servitudes: • Property servitude • Personal limited servitude • Personal full servitude • Right to use a residential space
2	Servitude period	Several options may apply here: a/ Specified number of years, b/ Specified number of months, c/ Specified number of days, d/ Specific expiration date.
3	Servitude payment	The System must first allow the parties to choose between a paid or free option. If the paid option is selected, the payment terms and amount must be specified. The options may include: • Monthly payment,

		• Annual payment. For monthly payments, the payment deadline should be set to a specific date of the following month, chosen by the parties. For annual payments, the deadline should be set to a specific date of the month following the completion of one year. Other options can also be discussed. Additionally, the terms of the servitude payment include the option of cash or non-cash payment. However, for amounts exceeding 300,000 AMD, the System should only allow the non-cash payment option.

1.2.5.1.6 Data Relating to the Essential Terms of the Real Estate Mortgage Agreement

	Name	Description, required data
1	Pledged Real Estate	Pledged Real Estate Registration Certificate Number, Date of Issue, Date of Ownership Registration, Address of the Property for Sale, Building Cadastral Code, Building Area, Land Plot Cadastral Code, Land Plot Area, Date of Ownership Registration.
2	Mortgage secured liability	According to Article 262 of the Civil Code of the Republic of Armenia, the following details must be specified regarding the obligation secured by a mortgage: 1. Basis for the Obligation Secured by the Mortgage: It is recommended that two fields be provided: “Contract” and “Other”, allowing users to select the appropriate option. 2. If “Contract” is Selected: The following details must be provided: • Parties to the contract • Year, month, and date of signing • Location of signing Therefore, the system should include mandatory fields where: • The contract type is selected. • The contract parties are entered.

		• The location is specified. • The year, month, and date of signing are recorded. 3. Amount and Term of the Obligation Secured by the Mortgage: The amount should be specified in a designated field. For the performance term, the system should provide two options: • Lump-sum payment – The exact date of full repayment is specified. • Installment payments – The specific due dates for each scheduled payment are determined.

1.2.5.1.7 Data Relating to the Essential Terms of the Vehicle Sale and Purchase Agreement

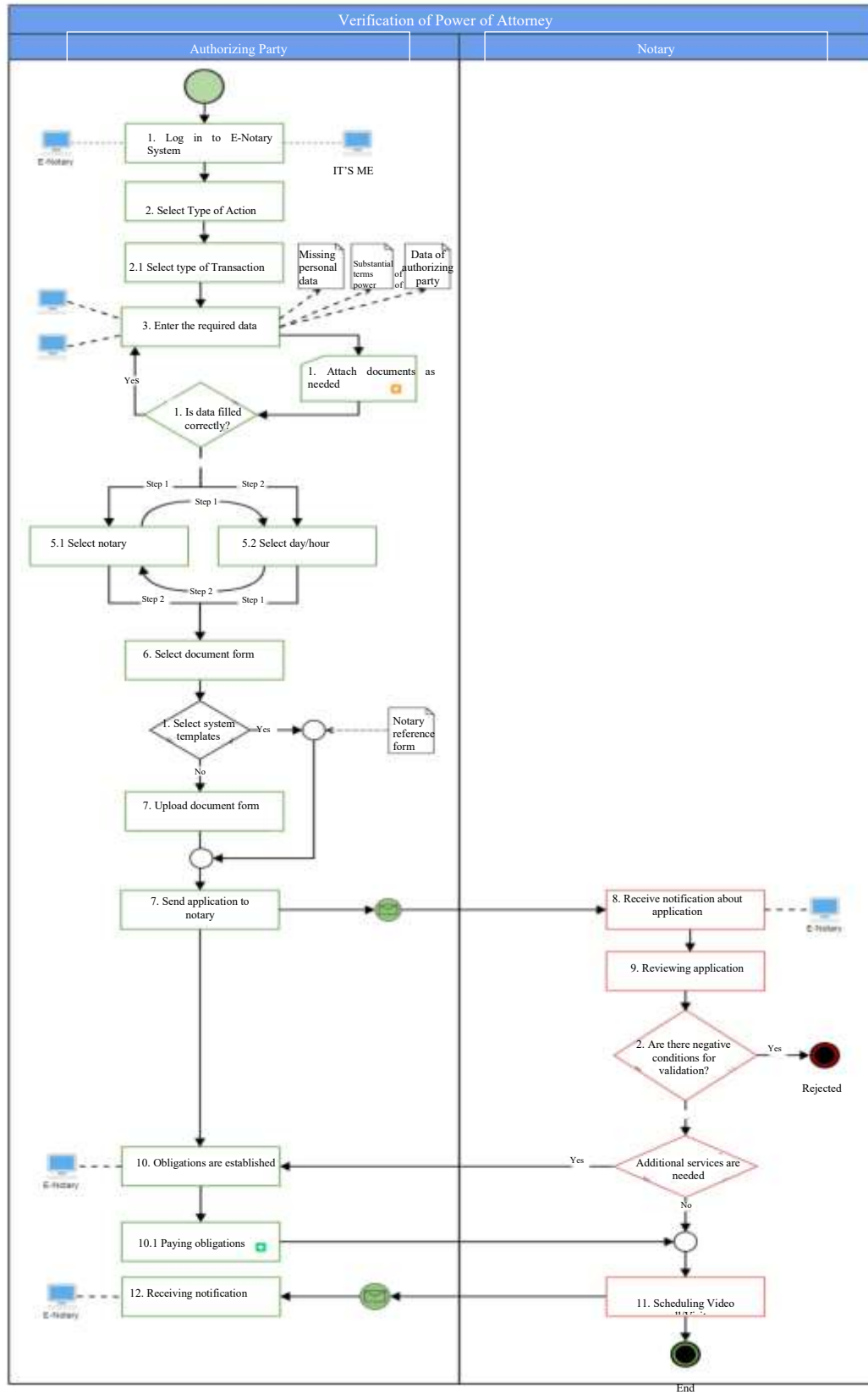
This type of transaction corresponds to the life event in the "Vehicle Sale and Re-registration" section available under "Services and Information on a Single Platform."

	Name	Description, required data
1	Vehicle	Vehicle VIN Number, License Plate Number, Make, Model, Year of Manufacture, Color, Date of Ownership Registration, Registration Number, Vehicle Technical Passport Number
2	Sale price	Sale price must be indicated.
3	Payment Terms	There may be several options here. The first is that the price of the contract is paid at the time of signing the contract. The second is that the parties choose a payment deadline, for example, within one week after the contract is signed. The third is the installment payment, in which case the date and amount of each subsequent payment must be specified.
4	Deadline for Providing the Vehicle to the Buyer	The parties can be given the following options: a/ specify a specific date by which the property must be handed over to the lessee, b/ the number of days within which the property must be handed over.

1.2.5.1.8 Validation of the Power of Attorney

This type of transaction corresponds to the life event in the "Other Notary Services" section available in "Services and Information on One Platform."

Transaction participants	Name	Description, required data
1	Party	See subparagraph 1.2.3 - Parties to a notarial transaction
2	Representative	See subparagraph 1.2.3 - Parties to a notarial transaction



Step	Action	Criteria	Executor	Description
1	Log in to E-Notary system	-	Authorizer	The Authorizer accesses the "E-Notary" system through "YES EM" identification platform.
2	Select the type of action	-	Authorizer	Selects the type of action: "Validation of the Power of Attorney."
2.1	Select the type of transaction	-	Authorizer	Selects the type of transaction according to the action. 1. Powers of attorney for the ownership, use, and management of real estate 2. Powers of attorney for the ownership, use, and management of vehicles 3. Powers of attorney for the ownership, use, and management of movable property 4. Power of attorney for pension/benefit 5. Other powers of attorney
3	Enter required data	-	Authorizer	Depending on the type of person, the system logs in to the transaction party(ies) data as "ID/TIN/SSN." The system automatically fills in the required data. In this section, the required data should be filled in the relevant column of the "Transaction Parties" table.
P1	-	Are the provided data correct?	Authorizer	The system checks the accuracy of the provided data. • If an error is found, it proceeds to paragraph 3.

				• Otherwise, it proceeds to paragraph 4.
4*	Attach documents as needed *	-	Authorizer	If there are documents that are missing from the electronic databases, they must be attached in the "Attachments" section of the application. The Authorizer attaches the document from their personal page's electronic documents, which they wish to receive a copy of. If the Authorizer does not have this option, they describe which document's copy they are referring to. The moment for the copy is unclear. <i>A document can be attached at any stage/status of the application.</i>
5	Select the notary	-	Authorizer	Select the notary
5.1	Select day/hour	-	Authorizer	Select day/hour:
6	Select the type of power of attorney	-	Authorizer	Select the type of power of attorney:
P2		Select from the system template		Yes – in this case, the Notary sample form is selected, and the party should be able to edit the document. No – in this case, the action described in 6.1 is performed.
6.1	Upload the type of power of attorney	-	Authorizer	Uploading the form of their power of attorney in the format specified by the system (xml, json)
7	Submit the application to the notary	-	Authorizer	Submitting the application to the notary for the purpose of scheduling the transaction date/time.
8	Receive notification about the application	-	Notary	The notary receives a notification about the new application availability in their personal office.
9	Review the application	-	Notary	The notary reviews the application and, if necessary, may make

				inquiries regarding the Authorizer, as well as return the application for re-editing.
P3	-	Are there any negative conditions for validation?	Notary	The notary reviews the application and conducts various inquiries: If there are any negative conditions for validation, the document receives a “Rejected” status. If not, the process moves to the next step.
P4	-	Are there any additional services?	Notary	• Yes - New obligations are created. • No - The process moves to the next phase. <i>Additional services and obligations can be created at any stage.</i>
10*	Obligations are established 	-	System	The system establishes obligations
10.1	Pays the obligations	-	Authorizer	Obligations can be paid at any stage, but not later than the validation of the transaction, or at the request of the notary.
11	Scheduling a Video Call or Visit	-	Notary	The notary schedules the date and time for the video call/visit through the system.
12	Receiving Notification	-	Authorizer	The Authorizer receives a notification regarding the completion of the transaction, as well as a notification about the scheduling of the video call/visit.

1.2.5.1.9 Inheritance

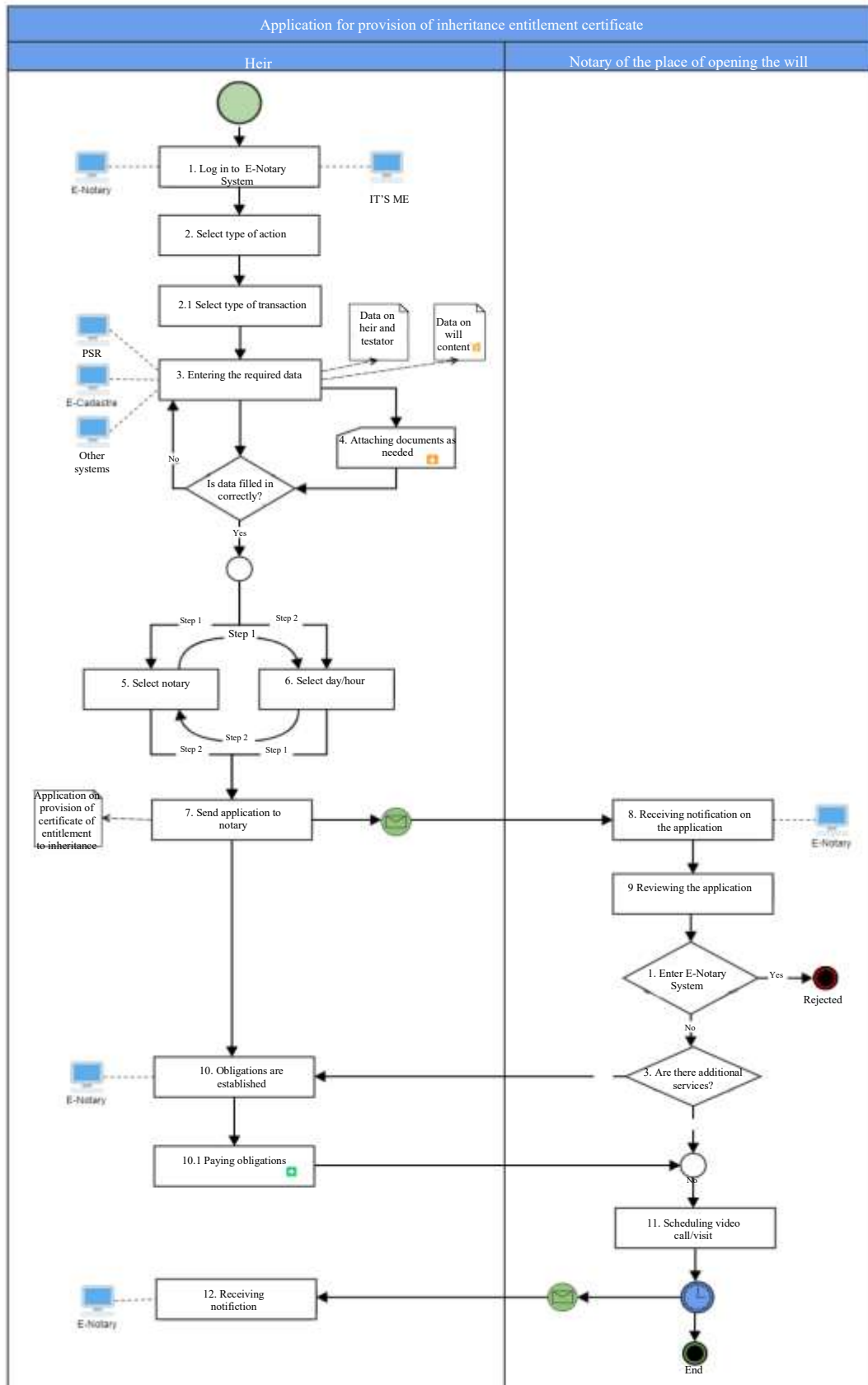
This type of transaction corresponds to the life event in the “Other Notary Services” section available in “Services and Information on One Platform.”

<u>Transaction participants</u>	<u>Name</u>	<u>Description, required data</u>
1	Heir (Party)	See subparagraph 1.2.3 - Parties to a notarial transaction
2	First-degree heirs: wife, husband, child (Party)	See subparagraph 1.2.3 - Parties to a notarial transaction
3	Second-degree heirs: sisters and brothers (Party)	See subparagraph 1.2.3 - Parties to a notarial transaction
4	Third-degree heirs: grandparents (Party)	See subparagraph 1.2.3 - Parties to a notarial transaction
5	Fourth-degree heirs: uncles, aunts (Party)	See subparagraph 1.2.3 - Parties to a notarial transaction
6	Persons who have been under the care of the decedent for at least one year (Party)	See subparagraph 1.2.3 - Parties to a notarial transaction
7	Heirs with the right of representation: • Grandchildren of the decedent, • Children of the decedent's siblings, • Children of the decedent's uncles, aunts, and great-uncles (Party)	See subparagraph 1.2.3 - Parties to a notarial transaction
	Representative of the Party (if applicable)	See subparagraph 1.2.3 - Parties to a notarial transaction

Mandatory Share Holders		
	Name	Description, required data
1	Entitled to a mandatory share	1. The minor children of the deceased 2. The incapacitated, disabled, or 60-year-old children of the deceased 3. The incapacitated, disabled, or 60-year-old spouse of the deceased 4. The incapacitated, disabled, or 60-year-old parents of the deceased The data on minor children, 60-year-old children, 60-year-old spouses, or 60-year-old parents can be obtained from the Civil Status Acts Registration (CSAR) database, provided that such records have been digitized at the time. Currently, there is no digital system for incapacitated persons. However, the

		system must have the technical capability to integrate with such a database if it becomes available in the future. Regarding disabled persons, according to our information, there is also no electronic information system for them. If such a system exists, the platform should be interoperable with it. If not, the system should have the technical capability to integrate with such data when digitized in the future.

Process of Confirming the Acceptance of Inheritance

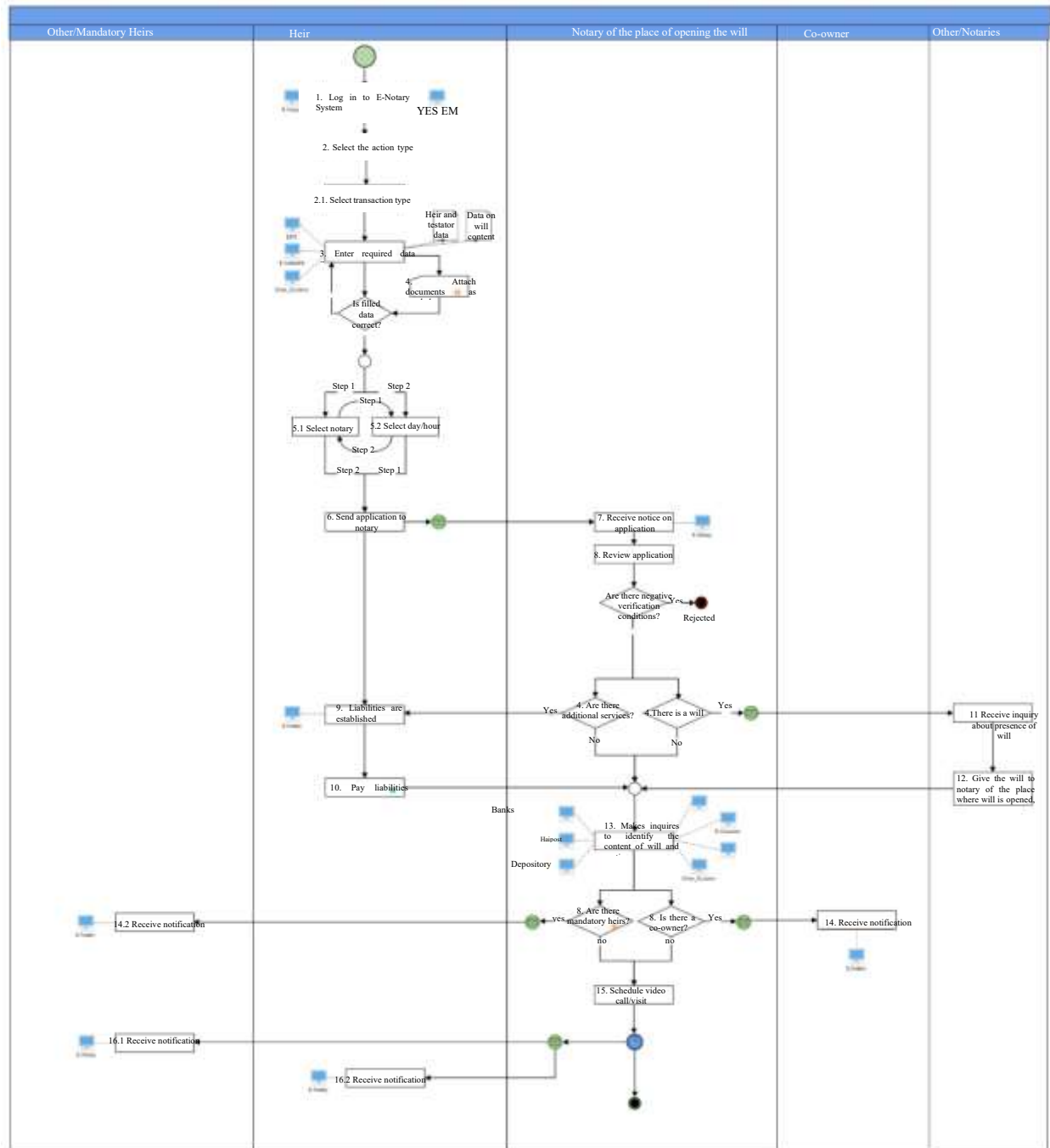


Step	Action	Criteria	Executor	Description
1	Log in to E-Notary system	-	Heir	The heir (party) accesses the "E-Notary" system through "YES EM" identification platform.
2	Select the type of activity	-	Heir	Selecting the type of transaction - Application for Issuance of Certificate of Inheritance Rights - Application for Confirmation of Acceptance of Inheritance
2.1	Select the type of transaction	-	Heir	Select the type of transaction as per the activity.
3	Enter required data	-	Heir	Depending on the type of dependent, the heir logs in to the details of the participants in the inheritance, including "ID/TIN/SSN": The system automatically fills in the required data. In this section, the required information specified in the "Transaction Parties" table must be completed. The heir inputs data regarding the will content, including: • Share • Real/Movable Property • Share • Bank accounts and deposit accounts
4*	Attach documents as needed 	-	Heir	If there are documents that are missing from the electronic databases, it is necessary to attach them in the "Attached Documents" section of the application.

				Documents can be attached at any stage/status of the application. For example: a will.
P1		Are the provided data correct?		The system checks the accuracy of the provided data. • If there is an error, the application is returned to the previous step. • Otherwise, it proceeds to the next step.
5.1	Select the notary	-	Heir	Select the notary:
6	Select day/hour	-	Heir	Select day/hour:
7	Submit the application to the notary	-	Heir	Submitting the application to the notary for the purpose of reviewing the application and scheduling the transaction date/time.
8	Receive notification about the application	-	Notary	The notary receives a notification about the availability of a new application in their personal office.
9	Review the application	-	Notary	Reviewing the application. If necessary, the notary may make inquiries regarding the parties involved and return the application for re-editing.
P2	-	Are there any negative conditions for validation?	Notary	The notary reviews the application and conducts various inquiries. • If there are any negative conditions for validation, the document receives a “Rejected” status. • If not, it proceeds to the next section:

P3		Are there any additional services?	Notary	• Yes - A new obligation is created. • No - The process moves to the next phase
10	Establish obligations	-	System	The system establishes obligations:
10.1*	Pay obligations 		Heir	Obligations can be paid at any stage, but not later than the validation of the transaction, or at the request of the notary.
11	Scheduling video call or visit	-	Notary	Scheduling the date and time for the video call/visit through the system.
12	Receive notification	-	Heir	The heir receives confirmation of the scheduling of the video call/visit: • In the case of a video call, receives a link at their email address to participate in the video call.

Process of Issuing a Certificate of Inheritance Rights



Step	Action	Criteria	Executor	Description
1	Log in to E-Notary system	-	Heir	The heir (party) accesses the "E-Notary" system through the "YES EM" identification platform.
2	Select the type of activity	-	Heir	Select the type of activity: Certificate of Inheritance Rights
2.1	Select the type of transaction	-	Heir	Select the type of transaction as per action.
3	Enter required data	-	Heir	Depending on the type of dependent, the heir inputs the details of the heir/decedent's party(ies) including "ID/TIN/SSN": The system automatically fills in the required data. In this section, the required information specified in the "Transaction Parties" table must be completed. The heir inputs data regarding the will content, including: • Share • Real/Movable Property • Share • Bank Accounts and Deposit Accounts
4*	Attach documents as needed	-	Heir	If there are documents that are missing from the electronic databases, it is necessary to attach them in the "Attached Documents" section of the application. <i>Documents can be attached at any stage/status of the application.</i> <i>For example: a will.</i>
P1		Are the provided data correct?		The system checks the accuracy of the provided data. - If there is an error, the application is returned to the previous step.

				- Otherwise, it proceeds to the next step.
5.1	Select the notary	-	Heir	Select the notary for the purpose of validating the transaction: If the first type described in the second point is selected, the system should offer those notaries who are considered notaries of the place of opening of the inheritance.
5.2	Select day/hour	-	Heir	Select day/hour:
6	Submit the application to the notary	-	Heir	Submits the application to the notary for the purpose of reviewing the application and scheduling the transaction date/time.
7	Receive notification about the application	-	Notary	The notary receives a notification about the availability of a new application in their personal office.
8	Review the application	-	Notary	Reviews the application and, if necessary, may make inquiries regarding the parties involved, as well as return the application for re-editing.
P2	-	Are there any negative conditions for validation	Notary	The notary reviews the application and conducts various inquiries. If there are any negative conditions for validation, the document receives a "Rejected" status. If not, the process moves to the next step.
9	Establish obligations	-	System	The system establishes obligations:
10*	Pay obligations 		Heir	Obligations can be paid at any stage, but not later than the validation of the transaction, or at the request of the notary.
P3	-	Will is available	Notary	The notary makes inquiries to other notaries regarding the will to

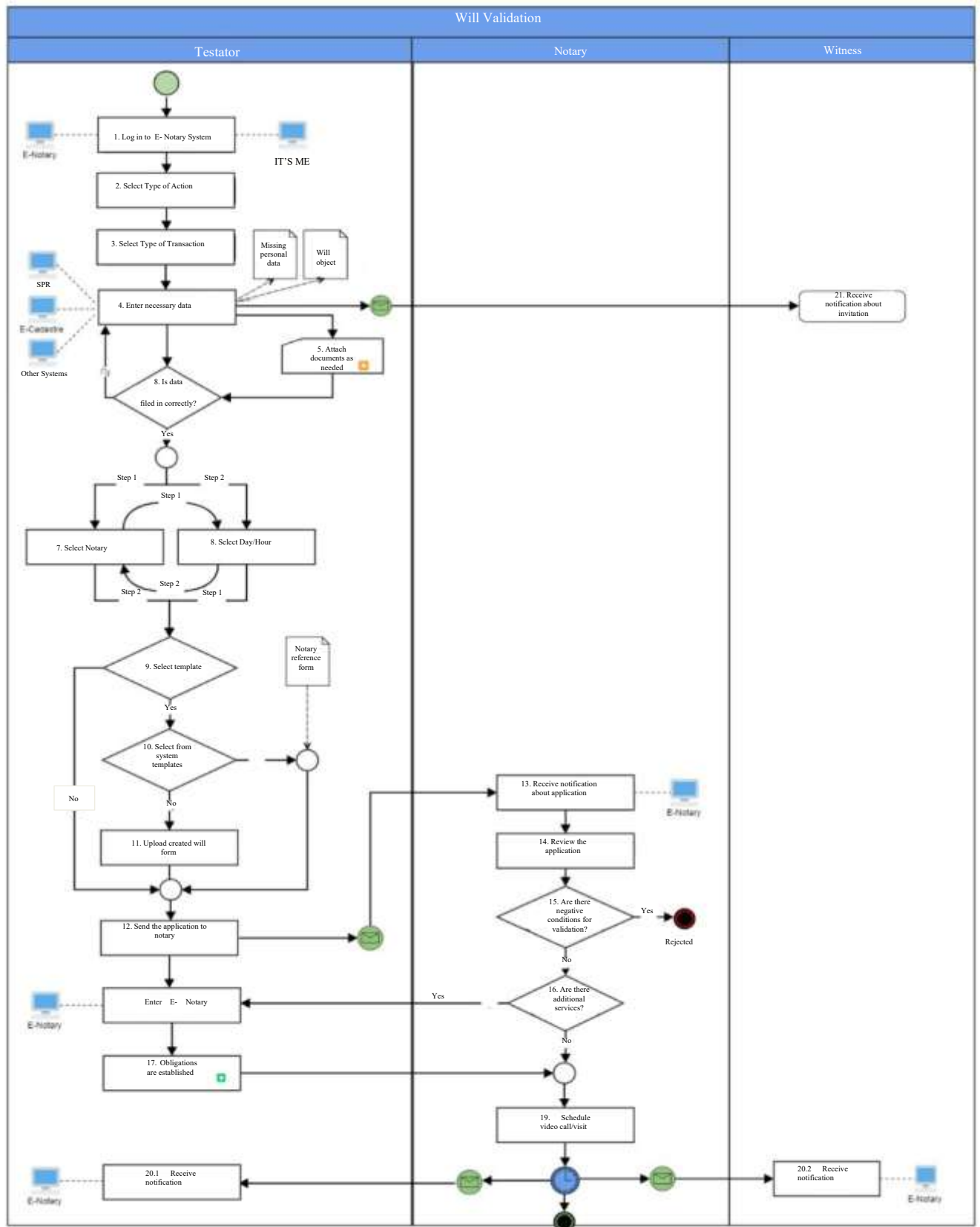
				determine whether there is another will. If not, it proceeds to the next step.
P4	-	Are there any additional services?	Notary	• Yes - A new obligation is created. • No - The process moves to the next phase.
11	Receive an inquiry regarding the will	-	Other notary	The notary receives an inquiry regarding the will.
12	If available, the will is provided to the notary opening the will	-	Other notary	If the notary discovers a will, it is provided to the notary opening the will.
13	Conducts inquiries regarding the identification of the will content and the parties involved	-	Notary of the place of opening the will	The notary conducts inquiries through the system to identify the will content and the involved parties: • Banks • Haypost • Depositary • Road Police • E-Cadaster • State Registry • Other Systems
P4		Are there any mandatory heirs?		Where a result of the inquiry, the presence of mandatory or other heirs is determined, a notification is sent to the heirs. Otherwise, it proceeds to the next step.
P5		Is there any co-owner present?		Where as a result of the inquiry, if it is determined that a co-owner is present, a notification is sent to the co-owner to inform them about the transaction.
14.1	Receive notification		Other/mandatory heir	Receives notification about the will.
14.2	Receive notification		Co-owner	Receives notification about the will.
15	Scheduling video call or visit	-	Notary	Scheduling the date and time for the video call/visit through the system.

16.1	Receive notification	-	Other/mandatory heir	The heir receives confirmation of the scheduling of the video call/visit: • In the case of a video call, receives a link at their email address to participate in the video call.
16.2	Receive notification	-	Heir	The heir receives confirmation of the scheduling of the video call/visit: • In the case of a video call, receives a link at their email address to participate in the video call.

1.2.5.1.10 Will Verification

Transaction Participants	Name	Description, required data
1	Testator (Party)	See subparagraph 1.2.3 - Parties to a notarial transaction
2	Witness	According to paragraph 7.7: The witness participates at the request of the testator or in cases provided by law.

Business Process for Validating a Will



Step	Action	Criteria	Executor	Description
1	Log in to E-Notary system	-	Testator	Testator accesses the "E-Notary" system through the "YES EM" identification platform.
2	Select the type of activity	-	Testator	Select the type of transaction` “Will Validation”
3	Select the type of transaction	-	Testator	Select the type of transaction as per action:
4	Enter required data	-	Testator	Depending on the type of dependent, the heir inputs the details of the heir/decedent's party(ies) including "ID/TIN/SSN": The system automatically fills in the required data. In this section, the required information specified in the” Transaction Parties" table must be completed. The heir inputs the details of the will, and if applicable, fills in the witness information.
5	Attach documents as needed *	-	Testator	If there are documents that are missing from the electronic databases, it is necessary to attach them in the” Attached Documents" section of the application. Documents can be attached at any stage/status of the application.
6	-	Are the provided data correct?	-	The system checks accuracy of the provided data. No* - If there is an error, the application is returned to the previous step. Yes - Proceeds to the next step.

7	Select the notary	-	Testator	Select the transaction notary.
8	Select day/hour	-	Testator	Preliminarily schedules the date/time.
9	Select the template	-	Testator	Selecting from the templates.
10		Selecting from the system templates.		Yes - In this case, selects the standard form of the notary. No - In this case, proceeds to the next step.
11	Upload the template	-	Testator	Uploads their template in the format specified by the system (xml, json).
12	Submit the application to the notary	-	Testator	Submits the application to the notary with the view to reviewing the application and scheduling the transaction date/time.
13	Receive notification about the application	-	Notary	The notary receives a notification about the availability of a new application in their personal office.
14	Review the application	-	Notary	Reviews the application and, if necessary, may make inquiries regarding the parties involved, as well as return the application for re-editing.
15	-	Are there any negative conditions for validation	Notary	The notary reviews the application and conducts various inquiries. • If there are any negative conditions for validation, the document receives a "Rejected" status. • If not, the process moves to the next step.
16	-	Are there any additional services?	Notary	• Yes - A new obligation is created. • No - The process moves to the next phase.

17	Establish obligations	-	System (E-Notary)	The system establishes obligations:
18	Pay obligations 		Testator	Obligations can be paid at any stage, but not later than the final phase of the transaction, or at the request of the notary.
19	Scheduling video call or visit	-	Notary	Scheduling the date and time for the video call/visit through the system.
20.1	Receive notification	-	Testator	Receiving confirmation of the scheduling of the video call/visit: In the case of a video call, receives a link at their email address to participate in the video call.
20.2	Receive notification	-	Witness	Receiving confirmation of the scheduling of the video call/visit: In the case of a video call, receives a link at their email address to participate in the video call.
21	Receive notification about invitation	-	Witness	Witness receives notification about invitation

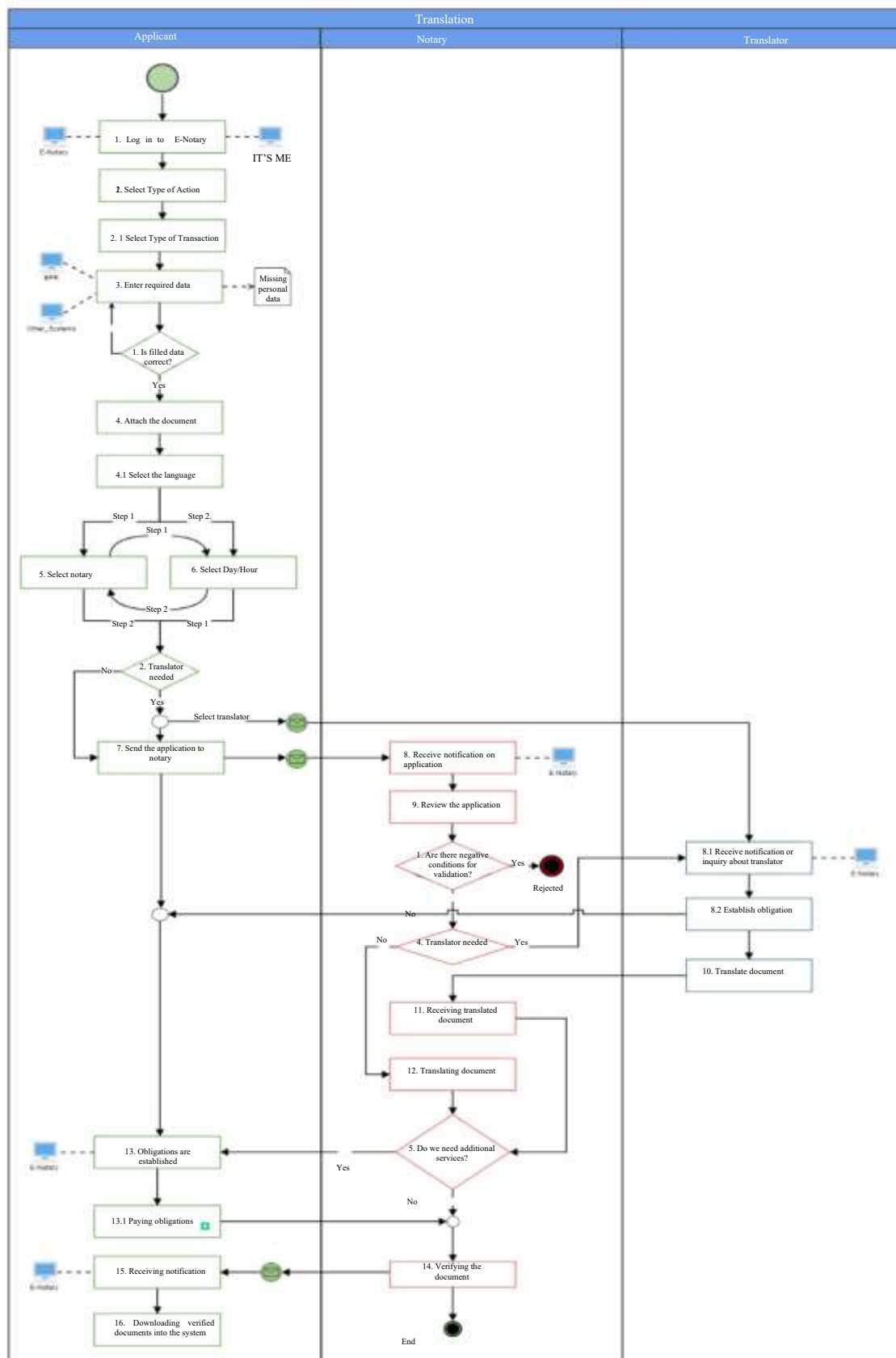
1.2.5.1.11 Translation

Action participants

<u>Action participants</u>	Name	Description, required data
1	Party	See subparagraph 1.2.3 - Parties to a notarial transaction
2	Representative	See subparagraph 1.2.3 - Parties to a notarial transaction

Translation Business Process

This type of transaction corresponds to the life event in the “Other Notary Services” section available in “Services and Information on One Platform.”



Step	Action	Criteria	Executor	Description
1	Log in to E-Notary system	-	Applicant	The applicant accesses the "E-Notary" system through "YES EM" identification platform.
2	Select the type of activity	-	Applicant	Select the type of activity:
2.1	Select the type of transaction	-	Applicant	Select the type of transaction as per action: 1. Validation of the authenticity of the notary's authorized translator's signature. 2. Validation of the authenticity of document translations by the notary.
3	Enter required data	-	Applicant	Logs in to the details of the transaction party(ies) including "ID/TIN/SSN". The system automatically fills in the required data.
P1	-	Are the provided data correct?	Applicant	The system checks the accuracy of the provided data. • If there is an error, it proceeds to paragraph 3. • Otherwise, it moves to the next step.
4	Attach document	-	Applicant	Attaches the document to be translated or the document that needs to be validated.
4.1	Select the language	-	Applicant	Selects the language into which the document needs to be translated from Armenian.
5	Select the notary	-	Applicant	Select the notary:
6	Select day/hour	-	Applicant	Select day/hour:

P2	-	Translator required	is Applicant	Applicant: -Yes - Selects the translator, after which the notary and the translator are notified regarding the application. - No - Proceeds to paragraph 7.
7	Submit the application to the notary	-	Applicant	Submits the application to the notary for the purpose of scheduling the transaction date/time.
8	Receive notification or request of translation	-	Translator	Receives notification regarding the translation to be performed or the confirmation of the authenticity of the document translated by them.
8.1	Receive notification about the application	-	Notary	The notary receives a notification about the availability of a new application in their personal office.
9	Review the application	-	Notary	Review the application, if necessary, may make inquiries regarding the applicant and return the application for re-editing.*
P3	-	Are there any negative conditions for validation	Notary	The notary reviews the application and conducts various inquiries. If there are any negative conditions for validation, the document receives a "Rejected" status. If not, the process moves to the next step.
P4	-	Translator required	is Notary	- Yes - Requests the translator to confirm the authenticity of the

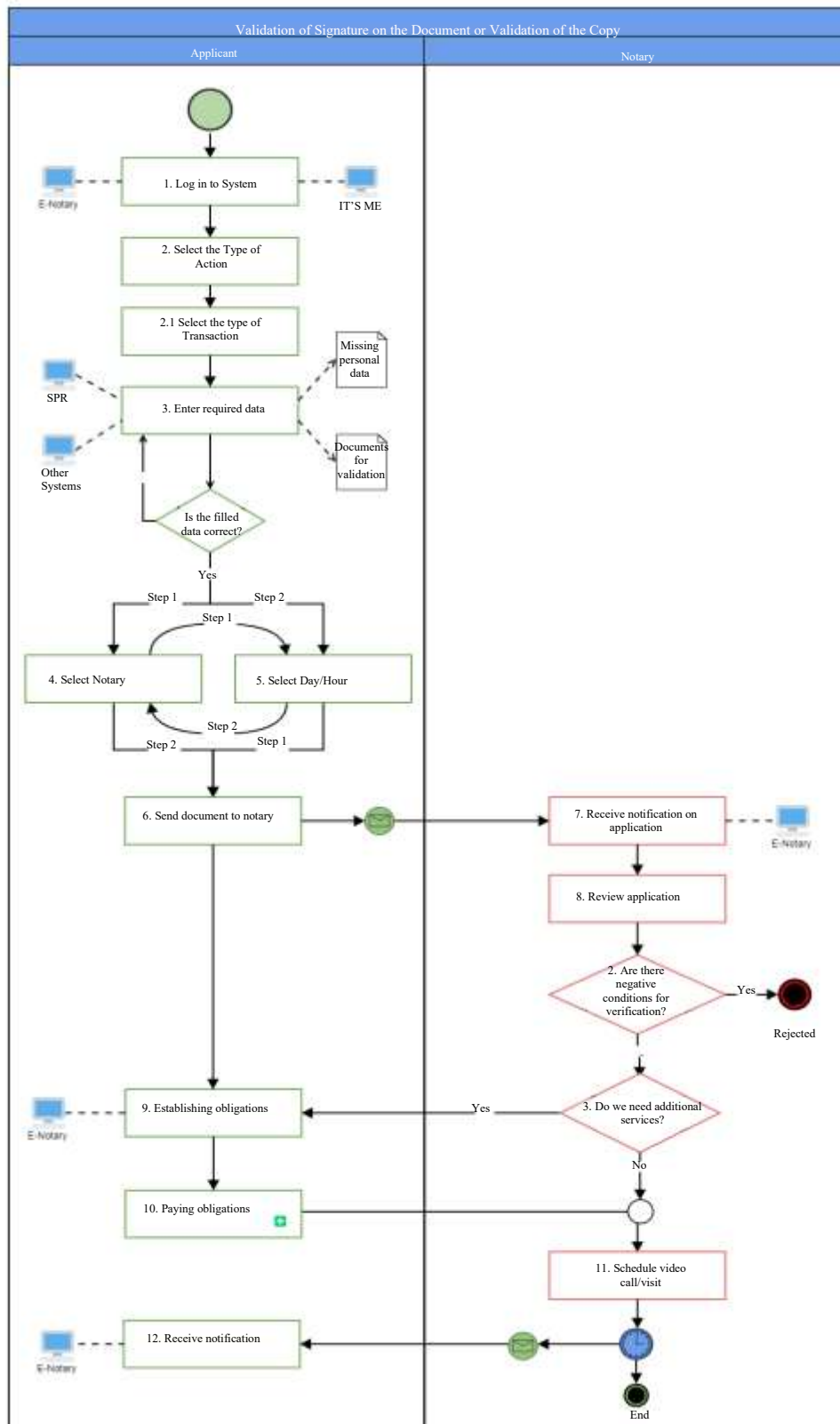
				translation or to perform the translation. - No - Proceeds to paragraph 13.
10	Translating the document	-	Translator	Translator performs translation of the document into the selected language and submits the translation to the notary.
11	Receiving the translated document	-	Notary	Notary receives the translated document.
P5	-	Are there any additional services?	Notary	• Yes - New obligations are created. • No - The process moves to the next phase.
13	Obligations are established	-	System	The system establishes obligations:
13.1	Pay obligations 	-	Applicant	Obligations can be paid at any stage, but not later than the validation of the transaction, or at the request of the notary.
14	Validate the document	-	Notary	The notary signs the document through the system without downloading it and affixes the seal, validating the document.
15	Receive notification	-	Applicant	Receives notification regarding the completion of the transaction.
16	Upload the validated document from the system	-	Applicant	Upload the validated document from the system

1.2.5.1.12 Validation of the authenticity of signatures on documents or copies

Action participants	Name	Description, required data
1	Party (ies)	See subparagraph 1.2.3 - Parties to a notarial transaction

2	Representative	See subparagraph 1.2.3 - Parties to a notarial transaction

*Business Process for Validating the Authenticity of Signatures
on Documents or Copies*



Step	Action	Criteria	Executor	Description
1	Log in to the system with the appropriate role.	-	Applicant	The applicant accesses the "E-Notary" system through the "YES EM" identification platform.
2	Select the type of activity	-	Applicant	Select the type of activity. "Validation of the Authenticity of Signatures on Documents."
2.1	Select the type of transaction	-	Applicant	Select the type of transaction as per action:
3	Enter required data	-	Applicant	Depending on the type of dependent, logs in to the details of the transaction party(ies) including "ID/TIN/SSN". The system automatically fills in the required data.
P1	-	Are the provided data correct?	Applicant	The system checks the accuracy of the provided data. • If there is an error, it proceeds to paragraph 3. • Otherwise, it moves to paragraph 4.
4	Select the notary	-	Applicant	Select the notary:
5	Select day/hour	-	Applicant	Select day/hour:
6	Submit the application to the notary	-	Applicant	Submits the application to the notary for the purpose of scheduling the date/time.
7	Receive notification about the application	-	Notary	The notary receives a notification about the availability of a new application in their personal office.
8	Review the application	-	Notary	The notary reviews the application and, if necessary, may make inquiries regarding the applicant, as well as return the application for re-editing.

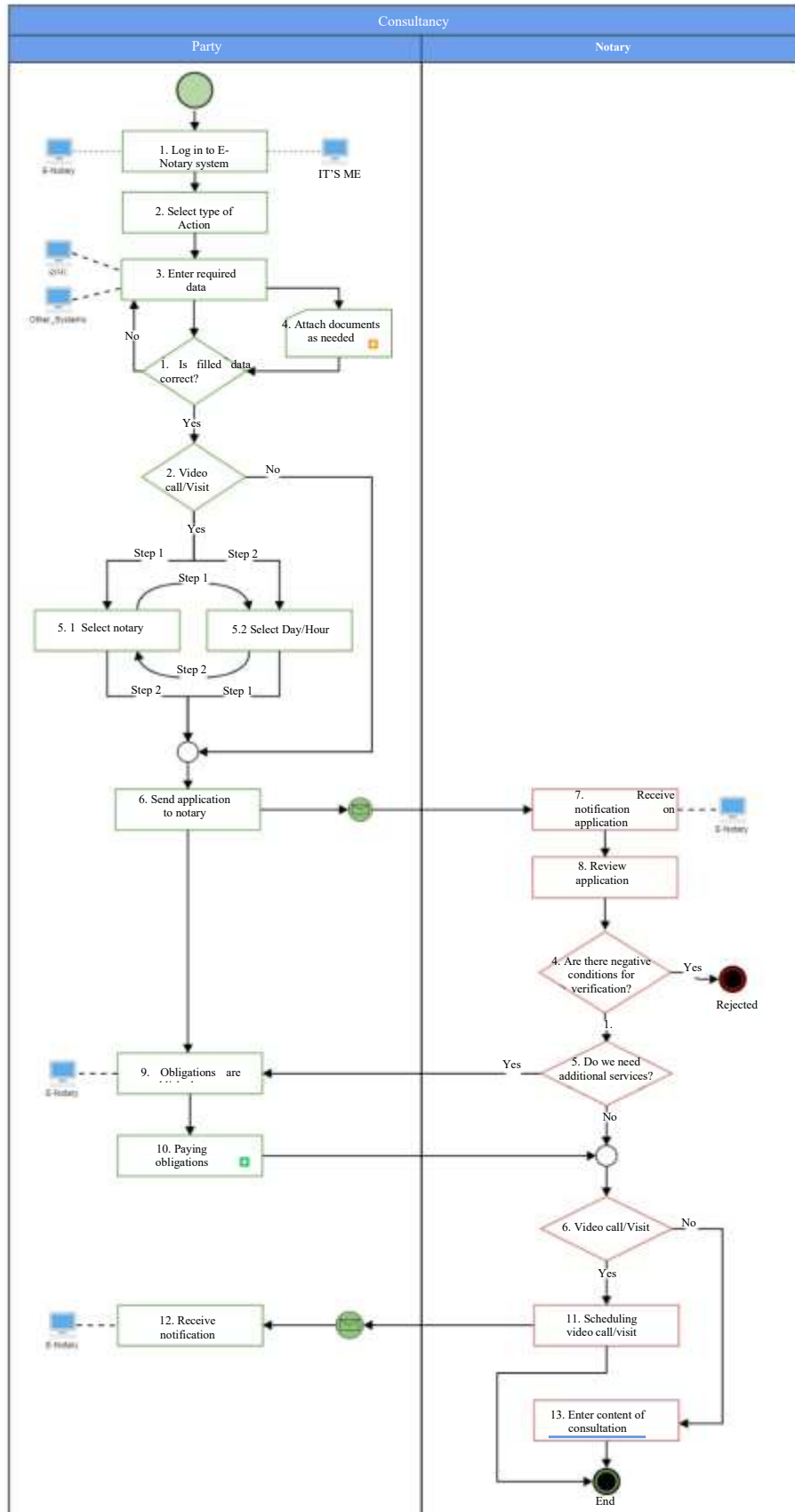
				The notary ensures that the document does not have a transactional nature. Transactions are defined by the Civil Code and include types of transactions as well as mixed transactions.
P2	-	Are there any negative conditions for validation	Notary	The notary reviews the application and conducts various inquiries. If there are any negative conditions for validation, the document receives a "Rejected" status. If not, the process moves to the next step.
P3	-	Are there any additional services?	Notary	- Yes - New obligations are created. - No - The process moves to the next phase.
9	Obligations are established	-	System	The system establishes obligations:
10	Paying obligations	-	Applicant	Obligations can be paid at any stage, but not later than the validation of the transaction, or at the request of the notary.
11	Scheduling video call or visit	-	Notary	Scheduling the date and time for the video call/visit through the system.
12	Receive notification	-	Applicant	Receiving confirmation of the scheduling of the video call/visit: In the case of a video call, receives a link at their email address to participate in the video call.

1.2.5.1.14 Consultancy

Action Parties

During this notarial action, the powers, identity, and capacity are not verified, so any person may apply.

Business Process for Consultation

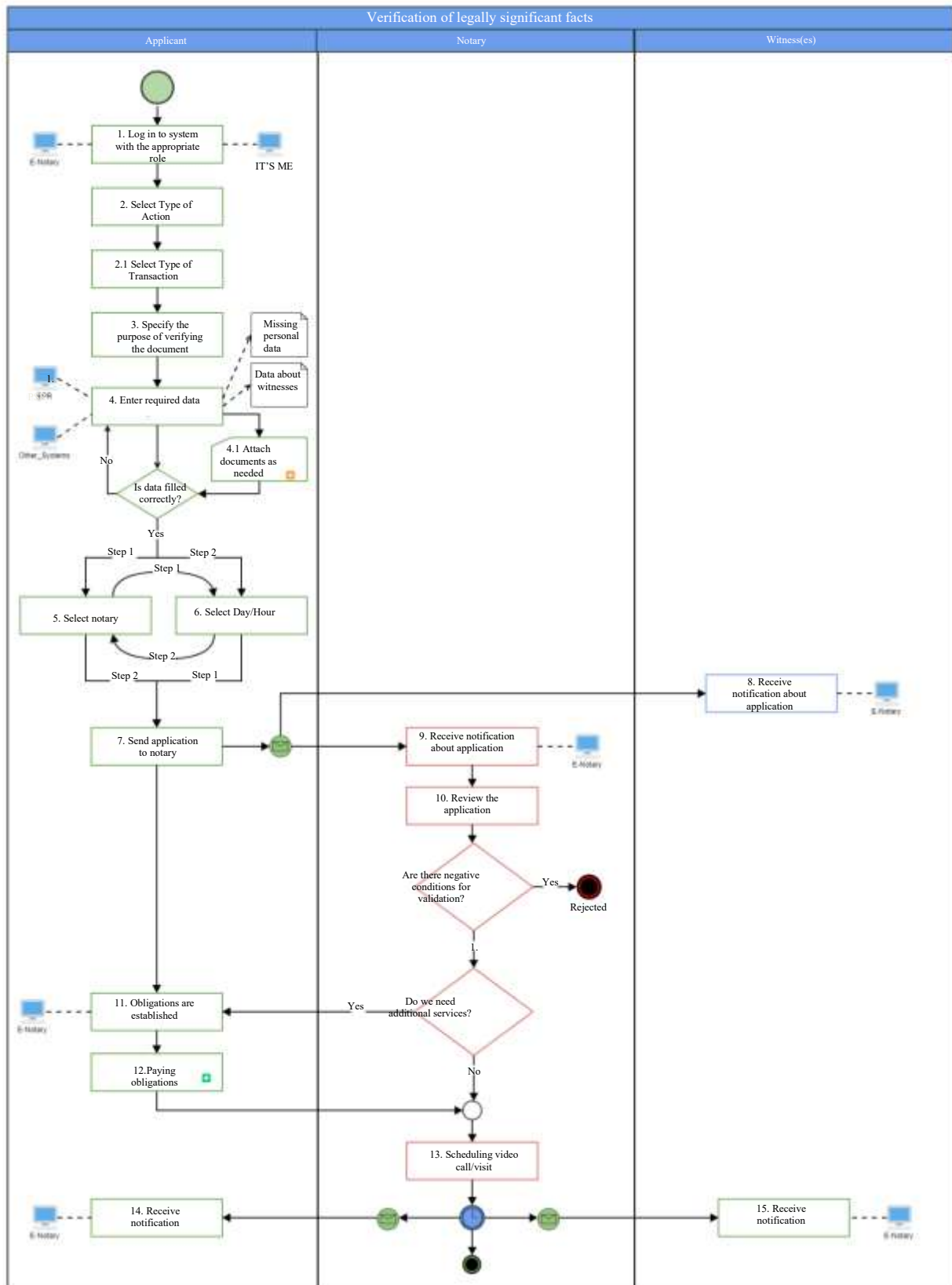


Step	Action	Criteria	Executor	Description
1	Log in to E-Notary system	-	Party	The party accesses the "E-Notary" system through the "YES EM" identification platform.
2	Select the type of activity	-	Party	Select the type of activity: "Consultancy"
3	Enter required data	-	Party	Depending on the type of dependent, logs in to the details of the transaction party(ies) including "ID/TIN/SSN". The system automatically fills in the required data.
P1	-	Are the provided data correct?	Party	The system checks the accuracy of the provided data. • If an error is present, proceed to paragraph 3. • Otherwise, move on to the next step.
4*	Attach document 	-	Party	If necessary, can attach a document.
P2	-	Video call/Visit	Party	• Yes - Performs step 1 or step 2 as shown in the Figure. • No - Proceeds to paragraph 6.
5.1	Select the notary	-	Party	Select the notary:
5.2	Select day/hour	-	Party	Select day/hour:
6	Submit the application to the notary	-	Party	Submits the application to the notary for the purpose of scheduling the transaction date/time.
7	Receive notification about the application	-	Notary	The notary receives a notification about the availability of a new application in their personal office.

8	Review the application	-	Notary	Reviews the application and, if necessary, may make inquiries regarding the Party, as well as return the application for re-editing.
P4	-	Are there any negative conditions for validation	Notary	The notary reviews the application and conducts various inquiries. If there are any negative conditions for validation, the document receives a "Rejected" status. If not, the process moves to the next step.
P5	-	Are there any additional services?	Notary	- Yes - New obligations are created. - No - The process moves to the next phase.
9	Obligations are established	-	System	The system establishes obligations:
10	Pay obligations 	-	Party	Obligations can be paid at any stage, but not later than the validation of the transaction or upon the request of the notary.
P6	-	Video call/Visit	Notary	Yes - proceed to paragraph 11. No - proceed to paragraph 13.
11	Scheduling video call or visit	-	Notary	Scheduling the date and time for the video call/visit through the system.
12	Receive notification	-	Party 1	Receiving confirmation of the scheduling of the video call/visit: In the case of a video call, receives a link at their email address to participate in the video call.

13	Prepare the document	-	Notary	Notary prepares the necessary document.
14	Validate the document	-	Notary	Through the notary system, without uploading the document, the notary signs the document and also affixes the seal, thereby validating the document.
15	Receive notification	-	Party	Receive notification about completion of the transaction.
16	Upload the validated document from the system	-	Party	Upload the validated document from the system

1.2.5.1.15 Confirmation of legally significant facts.



Step	Action	Criteria	Executor	Description
1	Log in to system with the relevant role.	-	Applicant	The applicant accesses the "E-Notary" system through the "YES EM" identification platform.
2	Select the type of activity	-	Applicant	Select the type of activity. "Confirmation of legally significant facts"
2.1	Select the type of transaction	-	Applicant	Select the type of transaction as per action. • Family relationships of individuals. • An individual's guardianship by another person. • Registration of birth, adoption (including formal acknowledgment), marriage, divorce, and death. • The death of an individual under specific circumstances at a particular time, if the civil registration authorities refuse to register the death. • Acceptance of inheritance and (or) the location of the opening of inheritance. • Accidental injury. • Ownership of rights-enforcing documents, excluding passports and military documents. • Possession of property under property rights. • Force Majeure.

				• Oral statements made by individuals.
3	Indicates the purpose for which the confirmation of the given fact is necessary	-	Applicant	Applicant indicates the purpose for which the confirmation of the fact is required, for example, to include the property in the estate of the deceased, to obtain a certificate of inheritance rights, etc. Additionally, notes the impossibility of obtaining the document through other means, along with justifications.
4	Enter required data	-	Applicant	Depending on the type of dependent, logs in to the details of the transaction party(ies) including "ID/TIN/SSN". The system automatically fills in the required data. The given section must be filled in with the required information specified in the columns of the "Transaction Parties" table.
P1	-	Are the provided data correct?	Applicant	The system checks the accuracy of the provided data. • If an error is present, proceed to paragraph 4. • Otherwise, proceed to paragraph 5.
4.1	Attach documents as needed	-	Applicant	Applicant attaches evidence that they have no other extrajudicial means to obtain or restore the documents confirming the legally significant fact, or that such possibility has been exhausted by law. If there are documents that are absent from electronic databases, it is necessary to attach them in the Attachments section of the application.

				<i>Documents can be attached at any stage/status of the application.</i>
5	Select the notary	-	Applicant	Select the notary.
6	Select day/hour	-	Applicant	Select day/hour.
7	Submit the application to the notary	-	Applicant	Submits the application to the notary for the purpose of scheduling the transaction date/time.
8	Receive notification about the application	-	Witness(es)	Receive notification about generation of application.
9	Receive notification about the application	-	Notary	The notary receives a notification about the availability of a new application in their personal office.
10	Review the application	-	Notary	Review the application. If necessary, may conduct inquiries regarding the applicant, as well as return the application for re-editing.
P2	-	Are there any negative conditions for validation	Notary	The notary reviews the application and conducts various inquiries. If there are any negative conditions for validation, the document receives a "Rejected" status. If not, the process moves to the next step.
P3	-	Are there any additional services?	Notary	- Yes - New obligations are created. - No - The process moves to the next phase.
11	Obligations are established	-	System	The system establishes obligations:
12	Paying obligations	-	Applicant	Obligations can be paid at any stage, but not later than the

				validation of the transaction, or at the request of the notary.
13	Scheduling video call or visit	-	Notary	Scheduling the date and time for the video call/visit through the system. After the video call/visit, the notary prepares a notarial act confirming the legally significant fact, which serves as the basis for the relevant authorities to register that fact or to formalize rights arising from the confirmed fact.
14	Receive notification	-	Applicant	Receiving confirmation of the scheduling of the video call/visit: • In the case of a video call, receives a link at their email address to participate in the video call.
15	Receive notification	-	Witness(es)	Receiving confirmation of the scheduling of the video call/visit: • In the case of a video call, receives a link at their email address to participate in the video call.

1.2.5.1.16 Parties and Necessary Documents for the Verification of Legally Significant Facts.

1.2.5.1.16.1 Verifying family relationships of individuals.

Transaction Participants	Name	Description, Requested Data
1	Applicant (Party)	See subparagraph 1.2.3 - Parties to a notarial transaction
2	Applicant’s representative (as available)	See subparagraph 1.2.3 - Parties to a notarial transaction

1.2.5.1.16.2 Verifying ownership of rights-verifying documents,
excluding passports and military documents.

Transaction Participants	Name	Description, Requested data
1	Applicant (Party)	See subparagraph 1.2.3 - Parties to a notarial transaction
2	Applicant’s representative (as available)	See subparagraph 1.2.3 - Parties to a notarial transaction

1.2.5.1.16.3 Verifying possession of property under ownership rights.

Transaction Participants	Name	Requested data
1	Applicant (Party)	See subparagraph 1.2.3 - Parties to a notarial transaction
2	Applicant’s representative (as available)	See subparagraph 1.2.3 - Parties to a notarial transaction

1.2.5.1.16.4 Verifying oral statements made by individuals

Transaction Participants	Name	Requested data
1	Applicant (Party)	See subparagraph 1.2.3 - Parties to a notarial transaction
2	Applicant’s representative (as available)	See subparagraph 1.2.3 - Parties to a notarial transaction

1.2.5.1.16.5 Verifying the fact of ownership of a rights-establishing document.

Transaction Participants	Name	Requested data

1	Applicant (Party)	See subparagraph 1.2.3 - Parties to a notarial transaction
2	Applicant's representative (as available)	See subparagraph 1.2.3 - Parties to a notarial transaction

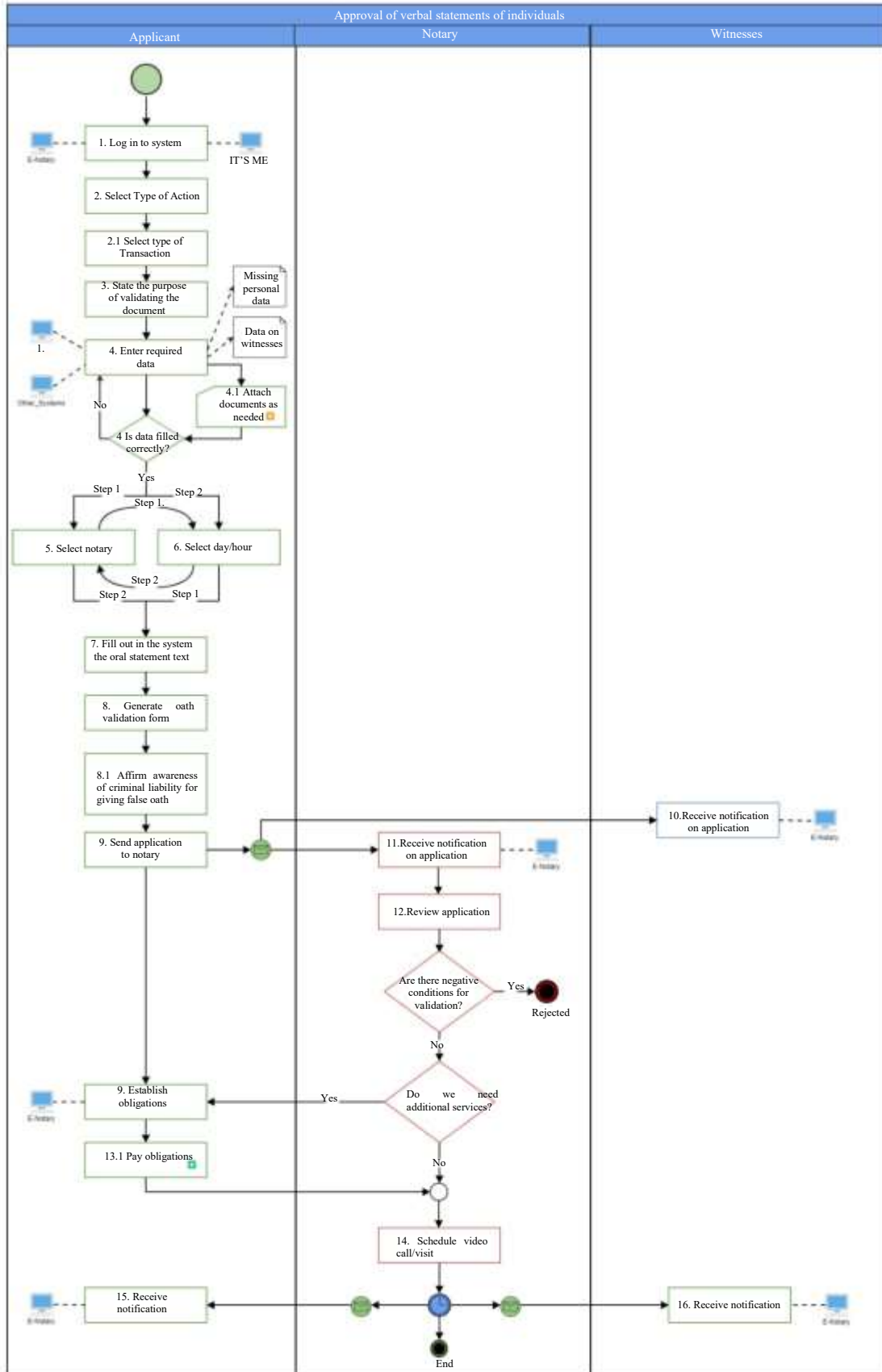
1.2.5.1.16.6 Verifying the fact of family relationships.

Transaction Participants	Name	Requested data
1	Applicant (Party)	See subparagraph 1.2.3 - Parties to a notarial transaction
2	Applicant's representative (as available)	See subparagraph 1.2.3 - Parties to a notarial transaction

1.2.5.1.16.7 Verifying the fact of possessing property under ownership rights

Transaction Participants	Name	Requested data
1	Applicant (Party)	See subparagraph 1.2.3 - Parties to a notarial transaction
2	Applicant's representative (as available)	See subparagraph 1.2.3 - Parties to a notarial transaction

1.2.5.1.16.8 Verifying oral statements made by individuals.



Step	Action	Criteria	Executor	Description
1	Log in to system	-	Applicant	The applicant accesses the "E-Notary" system through the "YES EM" identification platform.
2	Select the type of activity	-	Applicant	Select the type of activity. "Verification of legally significant facts".
2.1	Select the type of transaction	-	Applicant	Select the type of transaction as per action. • Family relationships of individuals. • An individual's guardianship by another person. • Registration of birth, adoption (including formal acknowledgment), marriage, divorce, and death. • The death of an individual under specific circumstances at a particular time, if the civil registration authorities refuse to register the death. • Acceptance of inheritance and (or) the location of the opening of inheritance. • Accidental injury. • Ownership of rights-enforcing documents, excluding passports and military documents.

				• Possession of property under property rights. • Force Majeure. • Oral statements made by individuals.
3	Indicate the purpose for which the verification of the given fact is necessary.	-	Applicant	Indicates the purpose for which the verification of the given fact is necessary.
4	Enter required data	-	Applicant	Depending on the type of individual, the system logs in to the data of the transaction party(ies) —"ID/SSN/TIN." Based on the selection of the document recipient, it fills in their details. The system automatically completes the required data. This section must be filled with the information specified in the required columns of the" Transaction Parties" table.
P1	-	Are the provided data correct?	Applicant	The system checks the accuracy of the provided data. • If an error is present, proceed to paragraph 4. • Otherwise, proceed to paragraph 5.
4.1	Attach documents as needed	-	Applicant	Attaches evidence that the applicant has no other extrajudicial means to obtain or restore the documents confirming the legally significant fact, or that such possibility has been exhausted by law. If there are documents that are absent from electronic databases, it is necessary to attach them in

				the Attachments section of the application. <i>Documents can be attached at any stage/status of the application.</i>
5	Select the notary	-	Applicant	Select the notary:
6	Select day/hour	-	Applicant	Select day/hour:
7	Pre-fill the text of the oral statement in the System.	-	Applicant	The text of the oral statement is pre-filled in the System. The applicant can freely compose the text of the statement.
8	Generate the oath certification form.	-	System	After completing the text of the statement, depending on the notary selection, the system automatically generates the oath certification form.
8.1	Confirm that they are aware of the criminal liability established for giving false testimony.	-	Applicant	The applicant confirms that they are aware of the criminal liability established for giving false testimony.
9	Submit the application to the notary	-	Applicant	Submits the application to the notary for the purpose of scheduling the transaction date/time.
10	Receiving notification about generation of the application.	-	Witnesses	Receive notification about generation of the application.
11	Receive notification about the application	-	Notary	The notary receives a notification about the availability of a new application in their personal office.
12	Review the application	-	Notary	Review the application. If necessary, it may conduct inquiries regarding the applicant, as well as return the application for re-editing.

P2	-	Are there any negative conditions for validation	Notary	The notary reviews the application and conducts various inquiries. If there are any negative conditions for validation, the document receives a "Rejected" status. If not, the process moves to the next step.
P3	-	Are there any additional services?	Notary	• Yes - New obligations are created. • No - The process moves to the next phase.
13	Obligations are established	-	System	The system establishes obligations:
13.1	Paying the obligations	-	Applicant	Obligations can be paid at any stage, but not later than the validation of the transaction, or at the request of the notary.
14	Scheduling video call or visit	-	Notary	Scheduling the date and time for the video call/visit through the system. During the video call/visit, the notary confirms the oral statement made by the individual, to which is also attached the oath certification asserting the truthfulness of that individual's statement.
15	Receive notification	-	Applicant	Receiving confirmation of the scheduling of the video call/visit: • In the case of a video call, receives a link at their email address to participate in the video call.

16	Receive notifications	-	Witness(es)	Receiving confirmation of the scheduling of the video call/visit: • In the case of a video call, receives a link at their email address to participate in the video call.: At least 2 witnesses participate in the video call/visit.

1.2.5.1.17 Finance Confiscation Order (FCO) (FCO)

Currently, the functionality for this process is provided through a module designed within the e-Notary.am platform.

The system must ensure interoperability with the mentioned module. As a result of this interoperability, users should be able to seamlessly navigate between the System and e-Notary.am in both directions. A user logged into one system should not need to perform any additional authentication or login confirmation when accessing the other system.

Based on the selected technology, the systems must automatically exchange the necessary authentication data (such as sessions, authentication credentials, etc.). Further actions within the system must be executed according to the user’s permissions and access rights as configured in the User Management Module.

In addition to mutual user access, e-Notary.am must utilize all centralized modules of the System, specifically: data from the Information Tables Module must be applied, user activity logging must be ensured via the User Login Module, files processed within the “Documents” Module must be accessible and applicable, and integration with the “Notifications” Module must be ensured so that notifications are triggered in parallel with actions performed within the e-Notary.am platform.

Documents generated and processed within the "Applications" Module that are transferred to the corresponding e-Notary.am module for further processing must receive real-time updates regarding their processing status and progress.

If, during the system design process, any technical limitations prevent the implementation of the aforementioned

functionalities and requirements, the Contractor must develop a new module within the System that ensures the full execution of all FCO functions currently available in the e-Notary.am module.

This new module must also ensure interoperability as described in paragraph 2.7 - System Integration and Interoperability (to other existing systems)

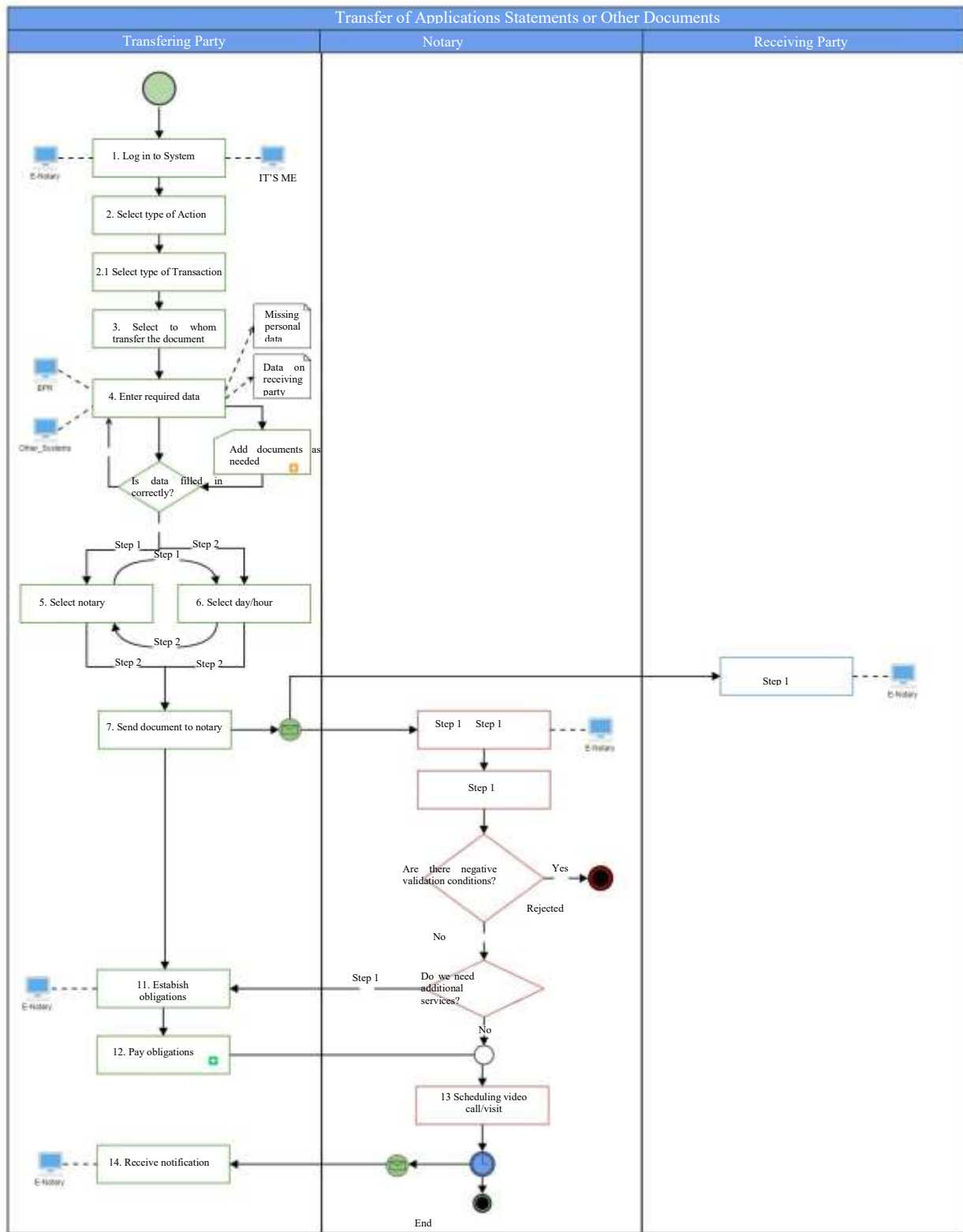
1.2.5.1.18 Other notary activities and services

This type of transaction corresponds to the life event under the "Other notary services" section available in "Services and Information on a Single Platform."

1.2.5.1.18.1 Submitting applications, statements, or other documents.

Transaction Participants	Name	Requested data
1	Applicant (Party)	See subparagraph 1.2.3 - Parties to a notarial transaction
2	Party representative (as available)	See subparagraph 1.2.3 - Parties to a notarial transaction

Business process of submitting applications, statements, or other documents



Step	Action	Criteria	Executor	Description
1	Log in to system	-	Submitting party	Accesses the "E-Notary" system through the "YES EM" identification platform.
2	Select the type of activity	-	Submitting party	Select the type of activity. "Submitting applications, statements, or other documents."
2.1	Select the type of transaction	-	Submitting party	Select the type of transaction as per action:
3	Selecting to whom send the document	-	Submitting party	The system selects to whom the documents will be transmitted: • Notary, • Individual • Legal entity Applications, statements, or other documents from organizations or individuals are transmitted to other organizations or individuals with a signature or sent to them by mail with return receipt.
4	Enter required data	-	Submitting party	Depending on the type of individual, enter the data of the transaction party/parties: ID/Passport Number/Taxpayer Identification Number (TIN). Depending on the recipient's choice, fill in their data. The System automatically fills in the required data. In this section, the data specified in the required column of the

				"Parties to the Transaction" table must be completed.
P1	-	Are the provided data correct?	Submitting party	The system checks the accuracy of the provided data. • If an error is present, proceed to paragraph 4. • Otherwise, proceed to paragraph 5.
4.1	Attach documents as needed	-	Submitting party	Attaches the document, application, or request that needs to be transmitted. If there are documents that are absent from the electronic databases, it is necessary to attach them in the Attachments section of the application. <i>A document can be attached at any stage/status of the application.</i>
5	Select the notary	-	Submitting party	Select the notary:
6	Select day/hour	-	Submitting party	Select day/hour:
7	Submit the application to the notary	-	Submitting party	Submits the application to the notary for the purpose of scheduling the transaction date/time.
8	Receive notification about generation of the application	-	Receiving party	Receive notification about generation of the application:
9	Receive notification about the application	-	Notary	The notary receives a notification about the availability of a new application in their personal office.

10	Review the application	-	Notary	Review the application. If necessary, it may conduct inquiries regarding the applicant, as well as return the application for re-editing.
P2	-	Are there any negative conditions for validation	Notary	The notary reviews the application and conducts various inquiries. If there are any negative conditions for validation, the document receives a "Rejected" status. If not, the process moves to the next step.
P3	-	Are there any additional services?	Notary	- Yes - New obligations are created. - No - The process moves to the next phase.
11	Obligations are established	-	System	The system establishes obligations:
12	Paying obligations	-	Submitting party	Obligations can be paid at any stage, but not later than the validation of the transaction, or at the request of the notary.
13	Scheduling video call or visit	-	Notary	Scheduling the date and time for the video call/visit through the system.
14	Receive notification	-	Applicant	Receiving confirmation of the scheduling of the video call/visit: In the case of a video call, receives a link at their email address to participate in the video call.

1.2.5.1.18.2 Provision of Evidence

<i>Action participants</i>	Name	Requested data
1	Party(ies)	See subparagraph 1.2.3 - Parties to a notarial transaction
2	Party(ies) representative (as available)	See subparagraph 1.2.3 - Parties to a notarial transaction

Step	Action	Criteria	Executor	Description
1	Log in to System	-	Applicant	The applicant accesses the "E-Notary" system through the "YES EM" identification platform.
2	Select the type of activity	-	Applicant	Select the type of activity. "Provision of Evidence"
2.1	Select the type of transaction	-	Applicant	Select the type of transaction as per action:
3	Describe the case	-	Applicant	Describes the evidence that needs to be provided, the fact that is confirmed by that evidence, and the reason why the provision of the evidence is necessary.
3.1	Select the method of providing the evidence.	-	Applicant	Selects the method of providing the evidence, for example: witness interrogation, examination of physical or written evidence, or appointment of an expert examination.
4	Enter required data	-	Applicant	Depending on the type of individual, it logs in to the transaction party(ies) data — "ID/SSN/TIN." The system automatically fills in the required data.

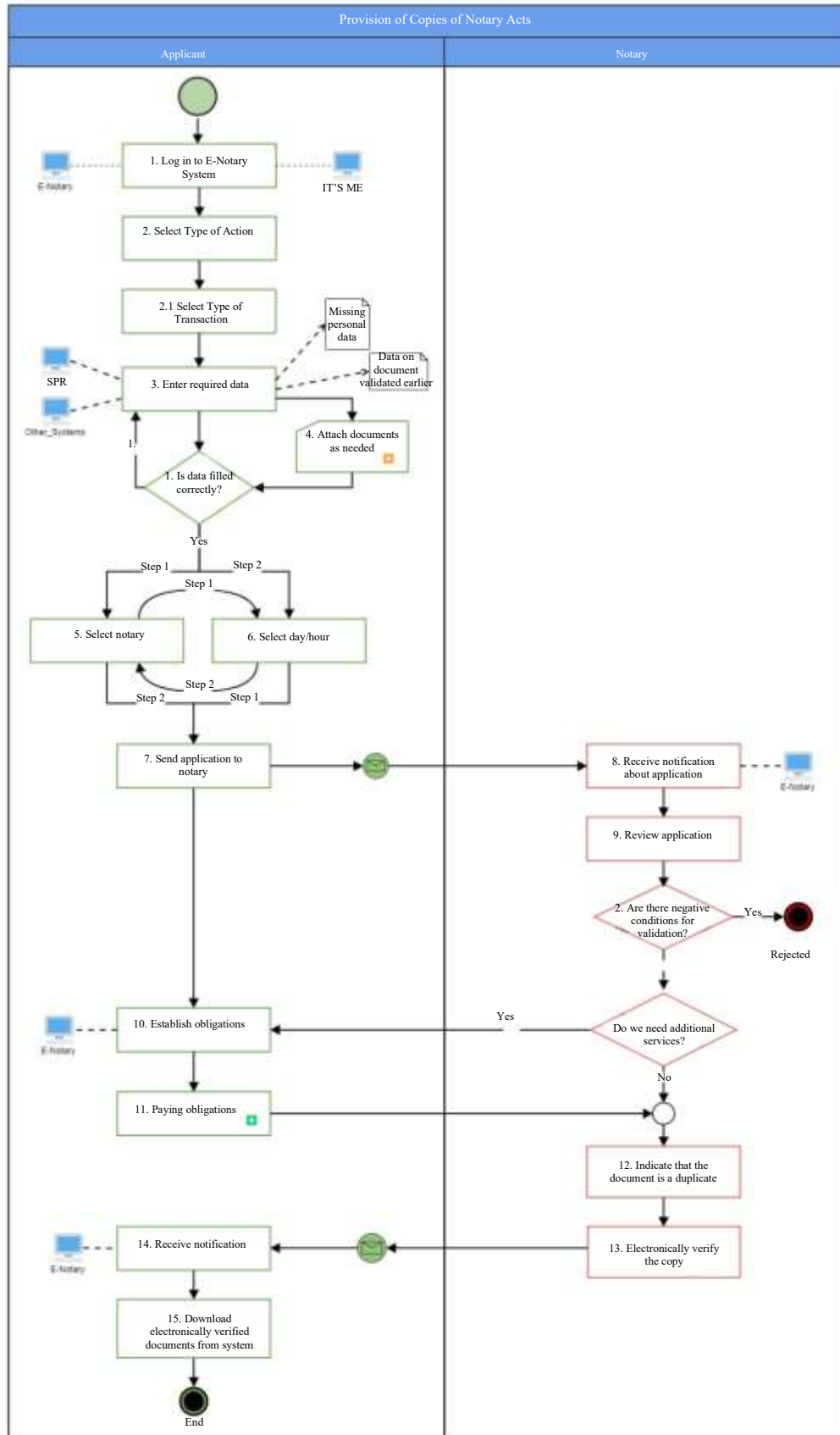
4.1	Attach documents as needed	-	Applicant	If there are documents that are absent from the electronic databases, it is necessary to attach them in the Attachments section of the application. <i>A document can be attached at any stage/status of the application.</i>
P1		Are the provided data correct?	-	The system checks the accuracy of the provided data. No - if an error is present, the application is returned to the previous step. Yes - proceed to the next step.
5	Select the notary	-	Applicant	Select the notary:
6	Select day/hour	-	Applicant	Select day/hour:
7	Submit the application to the notary	-	Applicant	Submits the application to the notary for review purposes.
8	Receive notification about the application	-	Witness/ Expert	If a witness is available, they receive notification about the application:
9	Receive notification about the application	-	Notary	The notary receives a notification about the availability of a new application in their personal office.
P2	-	Are there any negative conditions for validation	Notary	The notary reviews the application and conducts various inquiries. If there are any negative conditions for validation, the document receives a "Rejected" status.

				• If not, the process moves to the next step.
10	Review the application	-	Notary	Review the application, if necessary, it may conduct inquiries regarding the applicant.
10.1	Ensure that the assurance case is not under judicial proceedings.	-	Notary	Ensures that the assurance case is not under judicial proceedings.
P3	-	Are there any additional services?	Notary	• Yes - proceed to the point 11. • No - proceed to the point 13.
11	Obligations are established	-	System	The system establishes obligations:
12	Paying obligations	-	Applicant	Obligations can be paid at any stage, but not later than the validation of the transaction, or at the request of the notary.
13	Scheduling video call or visit	-	Notary	Scheduling the date and time for the video call/visit through the system.
14	Receive notification	-	Applicant	Receiving confirmation of the scheduling of the video call/visit: • In the case of a video call, receives a link at their email address to participate in the video call. The provision of evidence without the participation of the parties and interested persons can only be carried out in urgent cases or in situations where it is impossible to determine who should

				participate in the case in the future.
15	Receive notification	-	Witness/ Expert	Receives confirmation of the video call/visit registration if participating in the respective notarial act: • In the case of a video call, receives a link to participate in the video call via email.

1.2.5.1.18.3 Provision of Duplicates of Notary Acts

Transaction Participants	Name	Requested data
1	Applicant (Party)	See subparagraph 1.2.3 - Parties to a notarial transaction
2	Representative of a Natural Person (as available)	See subparagraph 1.2.3 - Parties to a notarial transaction



Step	Action	Criteria	Executor	Description
1	Log in to E-Notary system	-	Applicant	The applicant accesses the "E Notary" system through the "YES EM" identification platform.
2	Select the type of activity	-	Applicant	Select the type of activity. "Provision of Duplicates of Notary Acts"
2.1	Select the type of transaction	-	Applicant	Select the type of transaction as per action:
3	Enter required data	-	Applicant	Depending on the type of individual, it logs in to the transaction party(ies) data —"ID/SSN/TIN." The system automatically fills in the required data. This section must include the information specified in the required columns of the "Transaction Parties" table.
P1	-	Are the provided data correct?	Applicant	The system checks the accuracy of the provided data. • If an error is present, proceed to paragraph 3. • Otherwise, proceed to paragraph 4.
4	Attach documents as needed	-	Applicant	If there are documents that are missing from the electronic databases, it is necessary to attach them in the Attachments section of the application. The applicant attaches the document from their personal electronic files for which they want to obtain a duplicate. If the applicant does not have this option, they describe which document's duplicate they are referring to. <i>A document can be attached at any stage/status of the application.</i>
5	Select the notary	-	Applicant	Select the notary:
6	Select day/hour	-	Applicant	Select day/hour:

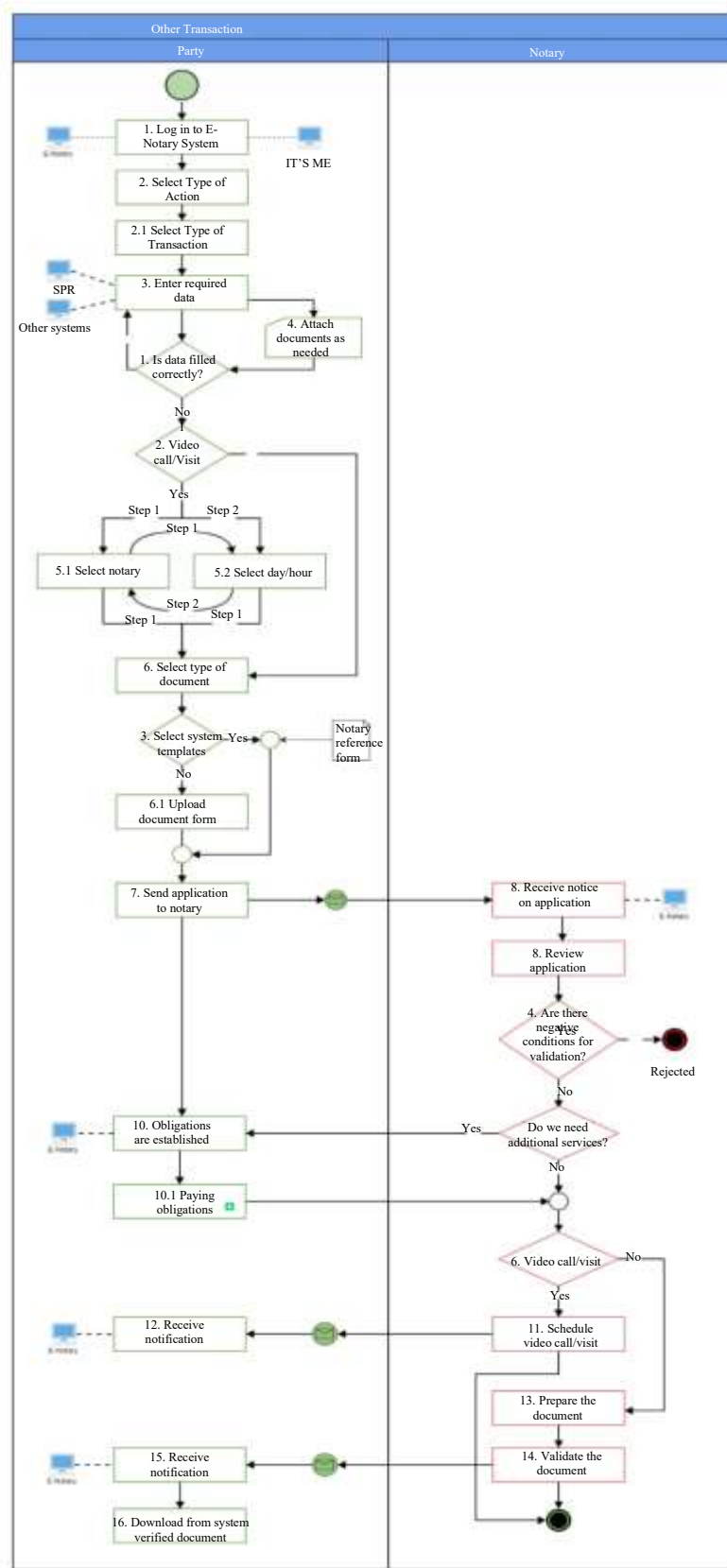
7	Submit the application to the notary	-	Applicant	Submits the application to the notary for the purpose of scheduling the transaction date/time.
8	Receive notification about the application	-	Notary	The notary receives a notification about the availability of a new application in their personal office.
9	Review the application	-	Notary	Review the application, if necessary, it may conduct inquiries regarding the applicant and also return the application for re-editing.
P2	-	Are there any negative conditions for validation	Notary	The notary reviews the application and conducts various inquiries. • If there are any negative conditions for validation, the document receives a "Rejected" status. If not, the process moves to the next step.
P3	-	Are there any additional services?	Notary	• Yes - New obligations are created. • No - The process moves to the next phase.
10	Obligations are established	-	System	The system establishes obligations:
11	Paying obligations	-	Applicant	Obligations can be paid at any stage, but not later than the validation of the transaction, or at the request of the notary.
12	Indicate that the document is a duplicate	-	Notary	When certifying the duplicate, it is noted on the document that it is a duplicate.
13	Electronically certify the duplicate of the necessary document.	-	Notary	The notary electronically certifies the duplicate of the necessary document
14	Receive notification	-	Applicant	Receive notification about completion of the transaction.

15	Download the duplicate of the necessary document entered by the notary from the system.	-	Applicant	Downloads the duplicate of the necessary document entered by the notary from the system.

1.2.5.1.18.4 Other Actions

Parties of the Action

Transaction Participants	Name	Requested data
1	Applicant (Party)	See subparagraph 1.2.3 - Parties to a notarial transaction
2	Representative (as available)	See subparagraph 1.2.3 - Parties to a notarial transaction



End

Step	Action	Criteria	Executor	Description
1	Log in to E-Notary system	-	Party	The party accesses the "E-Notary" system through the "YES EM" identification platform.
2	Select the type of activity	-	Party	Select the type of activity: “Other Notary Activities and Services”
2.1	Select the type of transaction	-	Party	Select the type of transaction as per action: 1. Providing legal assistance or advice, 2. Providing advice regarding the current notarial action, 3. Other action or service.
3	Enter required data	-	Party	Translation: Depending on the type of the person, it logs in to the details of the transaction parties as "ID/SSN/TIN". The system automatically fills in the required data.
P1	-	Are the provided data correct?	Party	The system checks the accuracy of the provided data. - If there is an error, it proceeds to paragraph 3. - Otherwise, it moves on to the next step.
4*	Attach document 	-	Party	If necessary, can attach a document.
P2	-	Video call/ Visit	Party	• Yes - Performs step 1 or step 2 as shown in the Figure. • No - Proceeds to paragraph 6.
5.1	Select the notary	-	Party	Select the notary:

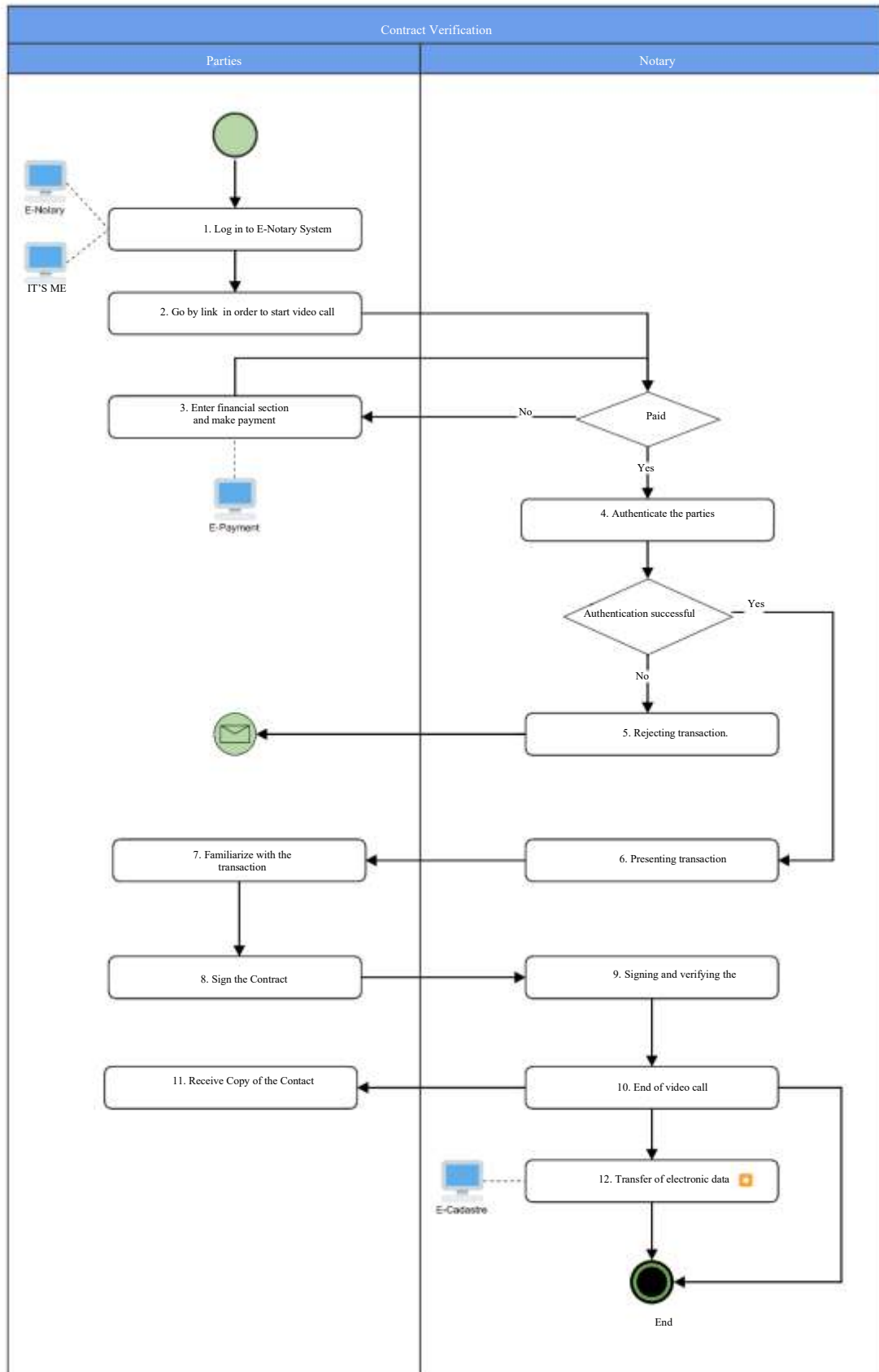
5.2	Select day/hour	-	Party	Select day/hour:
6	Select type of contract	-	Party	Select type of contract:
P3	-	Select from system templates	-	Yes - selects from the available templates at the notary that are subject to editing. No - proceeds to paragraph 6.1.
7	Submit the application to the notary	-	Party	Submits the application to the notary for the purpose of scheduling the transaction date/time.
8	Receive notification about the application	-	Notary	The notary receives a notification about the availability of a new application in their personal office.
9	Review the application	-	Notary	Reviews the application and, if necessary, may make inquiries regarding the Party, as well as return the application for re-editing.
P4	-	Are there any negative conditions for validation	Notary	The notary reviews the application and conducts various inquiries. • If there are any negative conditions for validation, the document receives a "Rejected" status. • If not, the process moves to the next step.
P5	-	Are there any additional services?	Notary	• Yes - New obligations are created. • No - The process moves to the next phase.
10	Obligations are established	-	System	The system establishes obligations:
10.1	Pay obligations 	-	Party	Obligations can be paid at any stage, but not later than the validation of the transaction, or at the request of the notary.

P6	-	Video call/ Visit	Notary	Yes: Proceeds to Step 11. No: Proceeds to Step 13
11	Scheduling video call or visit	-	Notary	Scheduling the date and time for the video call/visit through the system.
12	Receive notification	-	Party 1	Receiving confirmation of the scheduling of the video call/visit: • In the case of a video call, receives a link at their email address to participate in the video call.
13	Prepare the document	-	Notary	Notary prepares necessary documents.
14	Validate the document	-	Notary	The notary signs the document through the Notary System, without uploading the document and applies the seal, thereby validating the document.
15	Receive notification	-	Party	Receive notification about completion of the transaction.
16	Upload the validated document from the system	-	Party	Upload the validated document from the system

1.2.5.1.19 Key/General Business Processes

Key workflows of the system include processes that are common and applicable to all operations and services.

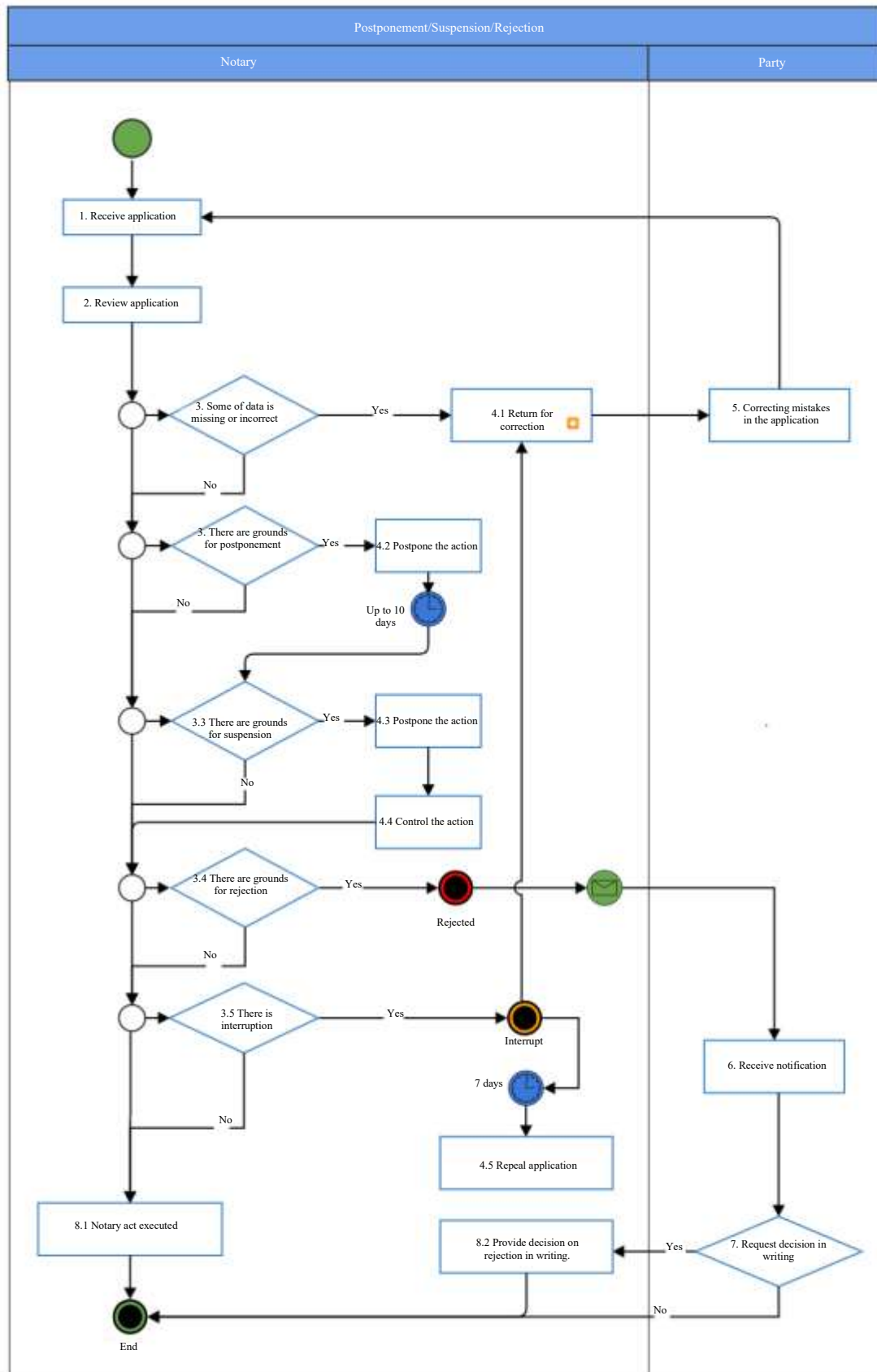
1.2.5.1.19.1 Business process for transactions via video call



Step	Action	Criteria	Executor	Description
1	Enter E-Notary system	-	Parties	The party/parties access the "E-Notary" system through the "YES EM" identification platform.
2	Use the link to start the video call.	-	Parties	Party/parties use the pre-provided link to start the video call.
P1		Paid	Notary/ Assistant	Checks the availability of payment. If paid, it proceeds to the next step. If not, it informs the parties about the necessity of payment.
3	Access the financial section and make a payment for the previously established obligation		Parties	Party/parties access the financial section and make a payment foot the previously established obligation
4	Perform authentication of the parties	-	Notary	The notary performs authentication of the party/parties' face(s) and the document(s)
P2		Authentication was successful	Notary	If the parties or one of them fail to pass the authentication phase: • The transaction is suspended. In the case of a positive result, system proceeds to the next step
5	Transaction rejection		Notary	Notary rejects the transaction and the system automatically notifies the applicant.

6	Provision of data on the transaction		Notary	Notary describes all the necessary details on the transaction, explains responsibilities of the parties, etc.
7	Review the transaction		Parties	Read the contract text.
8	Sign contract		Parties	The parties sign the document: - If using the service online, they sign via an electronic/digital signature as provided by the legislation of the Republic of Armenia. - If present at a notary office, the document is signed using a tablet.
9	Sign and certify contract		Notary	The notary signs the contract with an electronic/digital signature and certifies it with a digital seal.
10	End of videocall		Notary	After successfully signing and certifying, the notary ends the video call.
11	Receiving cope of the contract		Parties	After the completion of the transaction, the parties receive electronic copies of the contract in the 'Document Archive' section of the system, as well as through other delivery methods provided by the system.
12*	Transfer of e-data		Notary	The notary, following the relevant instruction in the system interface, transmits the necessary certified contract data to the Cadaster Committee and other relevant authorities. <i>This action is optional.</i>

1.2.5.1.19.2 Postponement/Suspension/Rejection

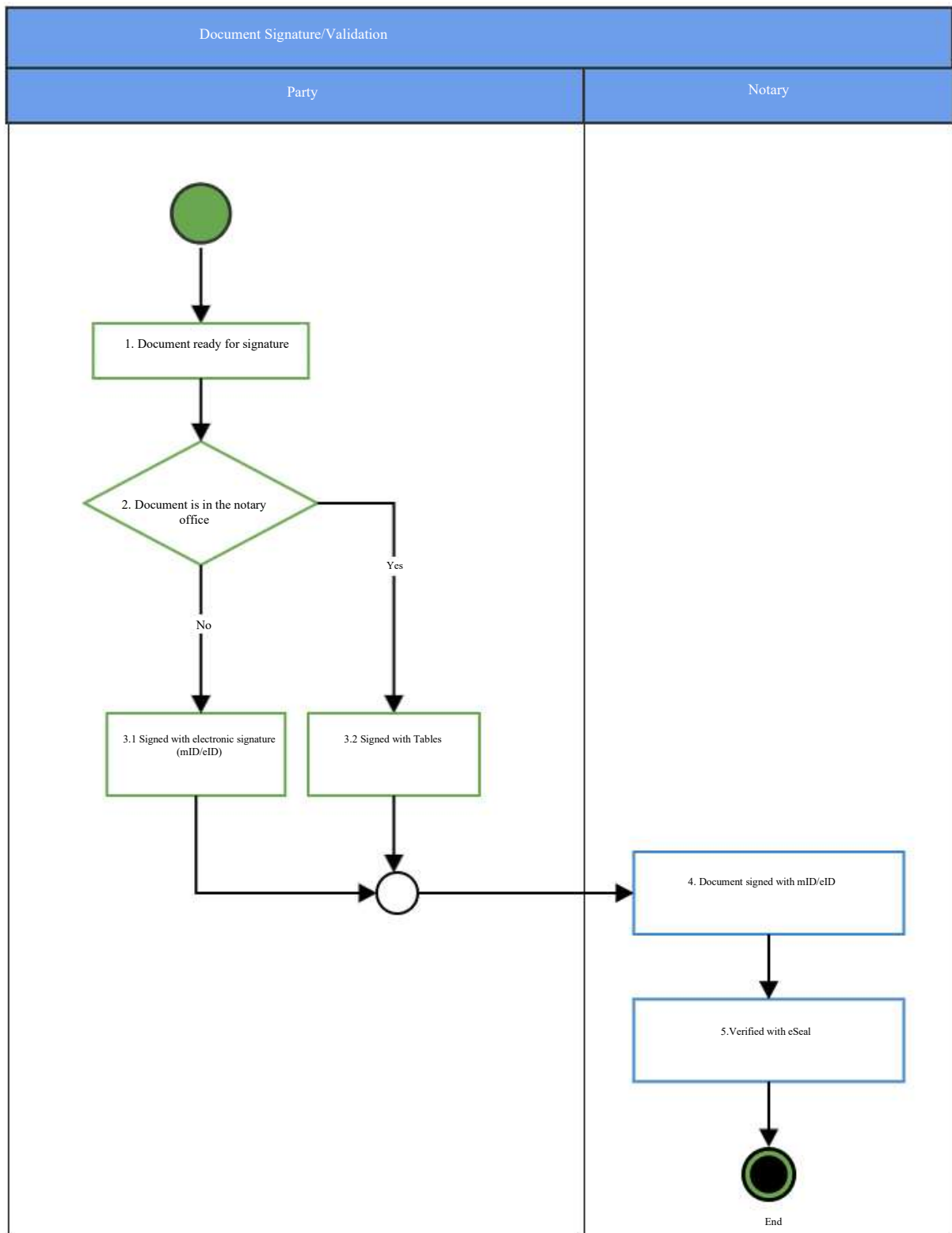


Step	Action	Criteria	Executor	Description
1	Receive application	-	Notary	The notary receives the application regarding the action.
2	Review the application	-	Notary	Upon receiving the application, the notary reviews it. If the conditions described in Steps 3.1, 3.2, 3.3, 3.4, and 3.5 are missing, the subsequent processes outlined in the workflow are carried out.
3.1		Some data is missing or is incorrect	Notary	If the application contains incomplete/incorrect data and/or information, the action described in Step 4.1 is performed. Otherwise, the subsequent processes outlined in the workflow are carried out. This process can occur at any stage of the application.
3.2		There are grounds for postponement	Notary	If there is a basis for postponing the application or if such a basis arises, the action described in Step 4.2 is performed. Otherwise, the subsequent processes outlined in the workflow are carried out. This process can occur at any stage of the application.
3.3		There are grounds for suspension	Notary	If there is a basis for suspending the application or if such a basis arises, the action described in Step 4.3 is performed. Otherwise, the subsequent processes outlined in the workflow are carried out. This process can occur at any stage of the application.
3.4		There are grounds for rejection	Notary	If there is a basis for rejecting the application, the application is rejected; otherwise, the subsequent processes outlined in the workflow are carried out. This can take place at any stage of the process.

3.5		There is interruption	Notary	If the application process or video call is interrupted due to any technical issue or an unforeseen legal circumstance, the application is suspended; otherwise, the subsequent processes outlined in the work process are carried out. This can take place at any stage of the application.
4.1	Return for revision		Notary	If necessary, the notary may return the document to the applicant for revision at any stage of the process.
4.2	Postpone the action		Notary	If a basis for postponement is identified, the application is postponed. If the notary does not receive a court decision within the specified period prohibiting the execution of the notarial act, the notarial act is carried out. However, if the notary receives a court decision within the specified period prohibiting the execution of the notarial act, the execution of the notarial act is suspended until the court lifts the restriction.
4.3	Suspend action		Notary	If a basis for suspension is identified by a court decision, the application is suspended until the court lifts the restriction.
4.4	Resume action		Notary	In the event that the court lifts the injunction, the action resumes.
4.5	Repeal application		Notary	If the court lifts the restriction, the process is resumed. If the interrupted application is not resumed within a specified period (e.g., 7 days), the application may be canceled. This process can take place at any stage of the application.
5	Edit application		Party	The party edits the application and resubmits it.

6	Receive notification		Party	Receive notification on the decision to reject the application.
7		Request a written decision	Party	The party, upon receiving a rejection, may request a written decision regarding the rejection.
8.1	Notarial act is performed.		Notary	The notary carries out all processes outlined in the workflow according to the received application.
8.2	Provide a written decision of rejection.		Notary	The notary provides a written decision of the rejection.

1.2.5.1.19.3 Signing and validation of the document



Step	Action	Criteria	Executor	Description
1	The document is ready for signing.	-	Party	Party receives notification about the necessity to sign the document
2	-	The document is in notary office	-	Yes: Performs the action described in Step 3.2. No: Performs the action described in Step 3.1.
3.1	Sign with electronic signature	-	Party	The party signs the document using an electronic signature (mID/eID).
3.2	Sign using a tablet	-	Party	If the party is at the notary office, they sign the document using a tablet.
4	Sign using an electronic signature (mID/eID).	-	Notary	The notary signs the document using an electronic signature (mID/eID).
5	Validate with the eSeal digital seal	-	Notary	After signing the document, the notary validates it with the eSeal digital seal. The validated document receives a unique identification number from the system, which is also reflected on the printed document (e.g., in the form of a QR code)."

1.2.5.2 User Personal Data Management Module

The module reflects the personal data of the system user, which can be filled in by the user manually, obtained through interoperability with other electronic systems, or generated during the execution of any function within the System. Personal data consists of mandatory and additional parts. The mandatory part must be completed during the first entry (registration) into the System, while the additional part is filled in as needed or automatically by the System as a result of any function performed within it. Mandatory data to be filled in:

- First Name, Last Name

- Passport details
- Email (with verification)
- Phone
- Address
- Postal code (if available)

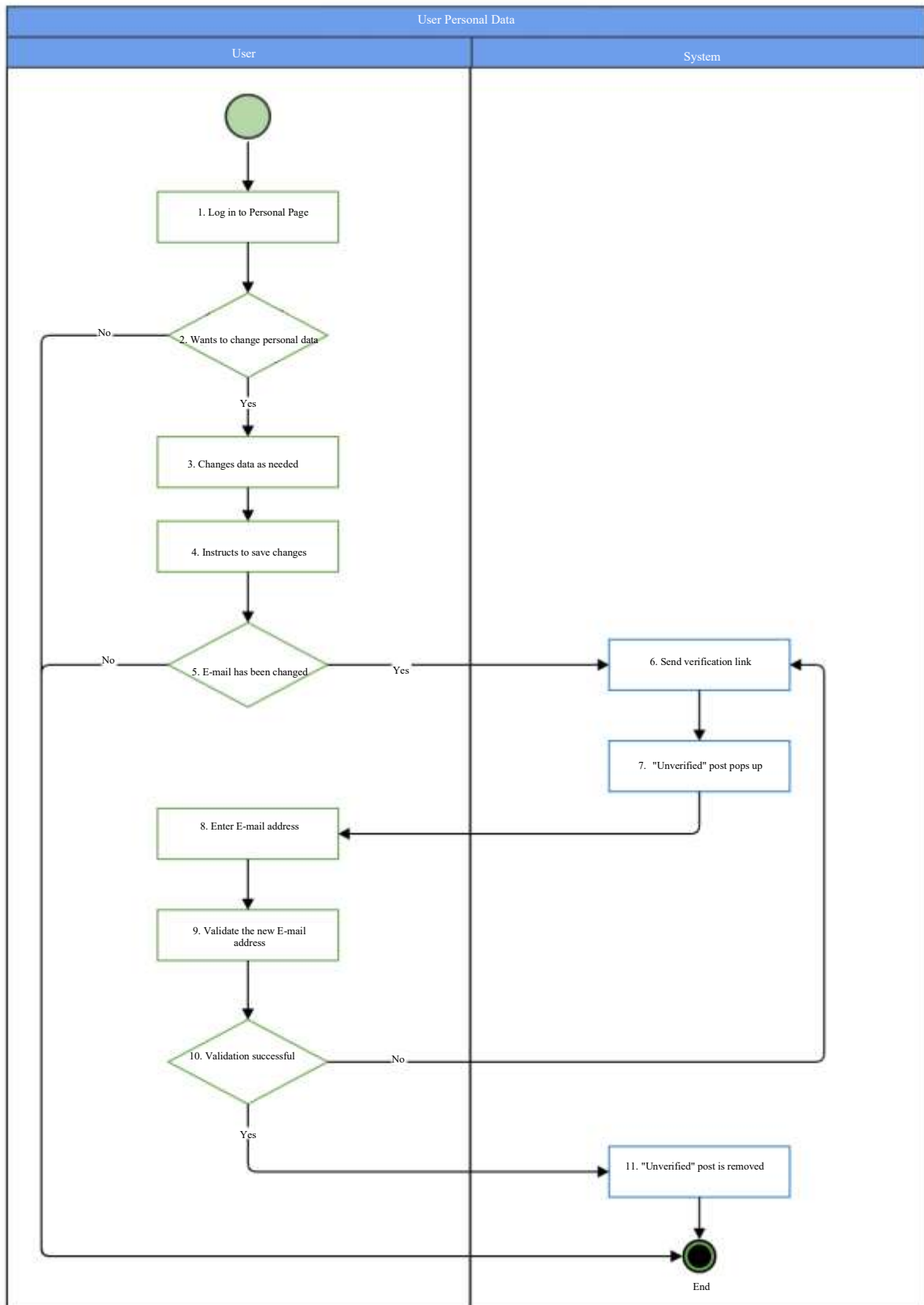
The system must provide each authenticated user with the ability to make changes to their personal data.

Upon accessing the user's personal page, the system displays the pre-filled data. Fields that are subject to user modification (such as phone number, email, address, postal code, etc.) become editable.

When the user modifies these fields, they instruct the system to save the changes. The changes are then recorded in their personal data.

If the email address is changed, the system automatically sends a temporary confirmation link to the specified email and displays a 'Not Verified' label next to the field. The sent link remains active only for the system-defined period. Once expired, the user must request a new activation link.

To verify the email, the user must access their specified email account and confirm it by following the provided link. Upon successful verification, the 'Not Verified' label is removed from the email field. From that point on, the verified email will be used for any necessary interactions with the user.



Step	Action	Criteria	Executor	Description
1	Log in to personal page	-	User	The user accesses their personal page.
2	-	Wants to change personal data	User	Fields that are subject to user modification (such as phone number, email, address, postal code, etc.) become editable.
3	Change the required data	-	User	The user modifies the fields that are allowed for editing (phone number, email, address, postal code, etc.).
4	Instruct to maintain the changes	-	User	After making changes, the user instructs the system to save them. The changes are then recorded in their personal data.
5	-	E-mail address has changed	User	• If the email address has also been changed, proceed to step 6. • Otherwise, only the other modified data is saved.
6	Send confirmation link	-	System	If the email address has been changed, the system automatically sends a temporary confirmation link to the specified email.
7	'Not Verified' label is displayed	-	System	If the email address has been changed, a 'Not Verified' label is displayed next to the field.
8	User logs in to the email account	-	User	To verify the email, the user must log in to the specified email account and complete the verification process
9	User verifies the specified email account	-	User	After accessing the email, the user verifies it by following the provided link.
10	-	Successfully validated	User	If the email is successfully verified, proceed to step 11. Otherwise, return to step 6.

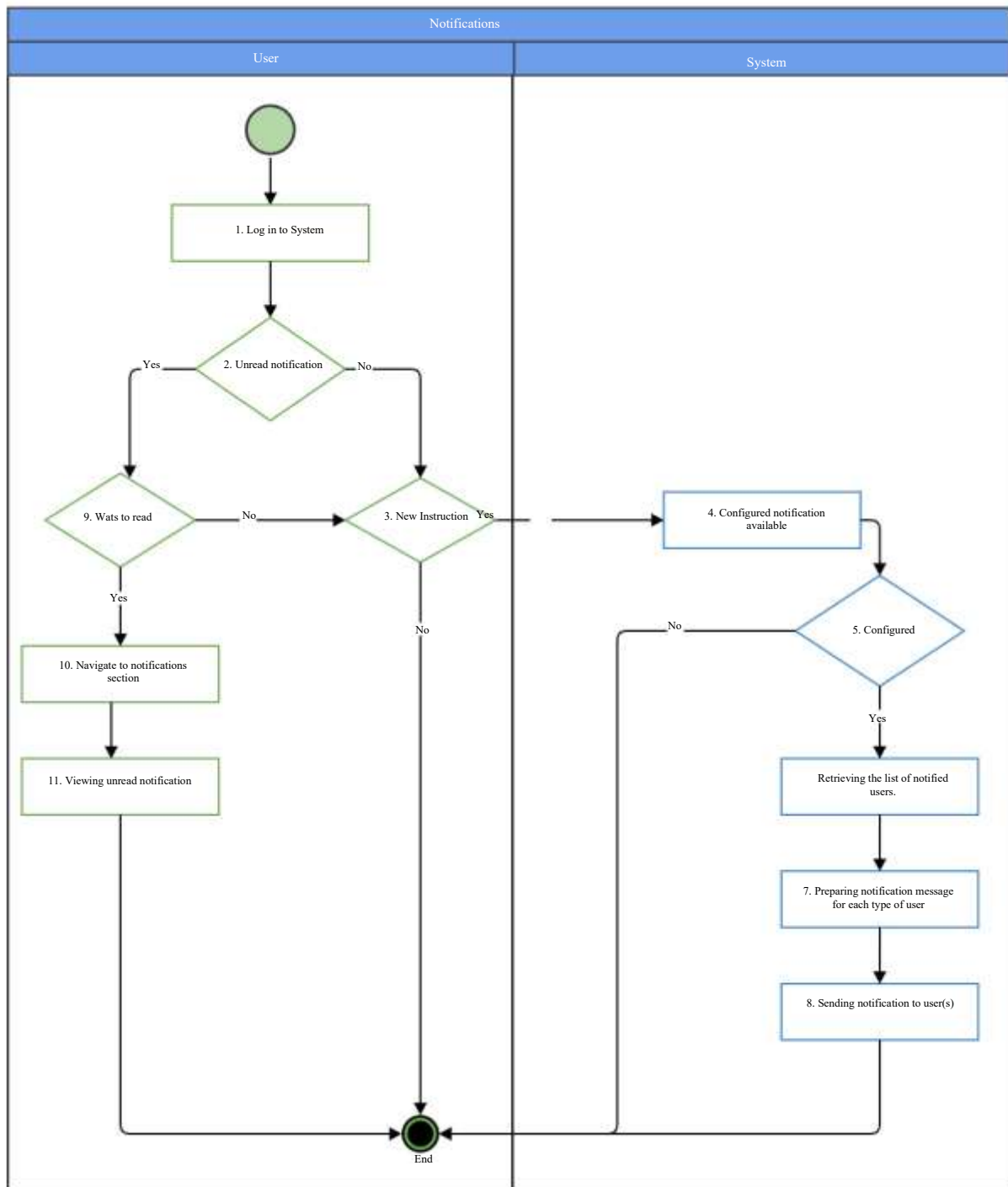
11	'Not Verified' label is removed	-	System	Upon successful verification, the 'Not Verified' label is removed from the email field.

1.2.5.3 Notifications Module

The module facilitates notifications regarding the emergence of certain conditions or circumstances for individuals who are users of the system or beneficiaries of actions performed within the system. Notifications are provided both within the system in the user's personal area and through email, SMS, and/or other alternative notification methods not prohibited by law. The process of sending notifications is regulated and managed through an interface by a user with specific permissions in the System. It is possible to create both automated notifications as well as manually managed, group, and/or individual notifications.

Three types of notifications are distinguished:

- Predefined notifications set during the design phase,
- Custom notifications created and managed through a specialized tool by system administrator,
- One-time manual notifications sent individually or in groups.



Step	Action	Criteria	Executor	Description
1	Log in to system	-	User	User accesses the system
2	-	Unread notification	User	If there is an unread notification, proceed to step 9; otherwise, proceed to the next step.
3	-	New instruction	User	If the user performs a new action within the system interface, proceed to the next step; otherwise, no further actions are taken.
4	Configured notification	-	System	The system checks whether there are configured notification settings for the instructed action.
5	-	Configured	System	If notification settings exist, proceed to the next step; otherwise, no further actions are taken.
6	Receiving the list of users for notification	-	System	The system automatically identifies the list of users to be notified based on the executed instruction.
7	Notification message formatting based on the user's type	-	System	The system generates an appropriate message for each type of notified user.
8	Delivery of the notification to the user(s)	-	System	The notification message is localized and delivered to the user via their personal notification section and/or sent to the user's configured email address. No further actions are taken.
9	-	Wants to read	User	If the user wants to read the notifications, proceed to the next step; otherwise, return to step 3 or no further actions are taken.
10	Accessing the notifications section.	-	User	By clicking on the appropriate icon/link, the user accesses the notification viewing interface.
11	Viewing unread notifications	-	User	The user reads any notification message.

1.2.5.3.1 Preset Notifications

Preset notifications include:

Notifications regarding changes in the status of documents processed through the Applications Module, approaching the deadline for being in a specific status, and decisions related to the applications. Notifications are sent to the user who created the application, users responsible for processing and monitoring its progress, and in cases where the application involves parties, beneficiaries, and/or other entities, they are also notified.

Notifications about events recorded in the system's calendar module or approaching event dates.

The list of other types of preset notifications will be defined by the Purchaser during the implementation phase, documented, approved by the Purchaser, and included by the Implementer in the revised version of the technical specifications. These notifications must be fully implemented at the time of the system handover to the Purchaser.

1.2.5.3.2 Configurable Notifications

These notifications are configured through a notification constructor accessible to the administrator. The administrator creates and manages notifications via a specially designed tool interface.

The notification creation process involves selecting a module, then choosing an action designed within the module and/or a status change event that will serve as the trigger for the notification. The administrator then selects the recipients from the user domain by choosing groups and/or the performer of the action and/or the subjects involved in the action. Additionally, the notification methods and corresponding messages are specified.

For notifications created in this manner, validity periods (start and end dates) are defined, and they may also have recurring schedules. A history of changes to the notifications is maintained.

1.2.5.3.3 Manual Notifications

Manually sent notifications can be conditionally divided into two groups.

Notifications sent by an administrator on a one-time basis, when there is a need to notify a specific group of users outside of daily operational logic. The authorized official creates a group of users to be notified through searches. Groups can be formed not

only by selecting individual users but also by choosing persons with specific roles in the system, such as notaries from a particular region, notaries validating a specific type of application, translators performing translations from a specific language, or all applicants whose applications are in a certain non-final status, etc.

The notification content is completed, accompanying documents are attached, the notification method is selected, and if necessary, the execution time (date, hour) is specified.

The user issues the “notify” instruction, after which the notifications are immediately sent. If a specific execution time is set, the notifications are sent at the designated time.

Notifications sent by a notary to the participants of an application, when there is a need to notify the parties outside the main operational logic of the process. The notary selects the application and instructs the system to send notifications to the parties.

The notification content is completed, accompanying documents are attached, the notification method is selected, and if necessary, recipients are chosen from the list of application beneficiaries.

The user presses “notify,” after which the notifications are immediately sent.

1.2.5.4 Financial Management Module

During the execution of functions within the system, financial obligations arise, including service fees and state duties. A module must be designed in the system to account for these obligations, implement their payment functionality, and oversee their confirmation.

The module should provide the following three main functionalities:

- Automated formation of obligations based on the existing information in the system, according to configuration logic
- Tools for recording the fulfillment of obligations
- Tools for online payment of obligations.

Additionally, operational tools necessary for the implementation of the aforementioned main functionalities should be designed, including obligation recalculation, invalidation, payment cancellation, etc.

The Financial Management Module is a centralized and unified component within the System that manages financial flows (obligations) generated during the System’s operation.

The module must support the following functionalities:

- Creation of financial obligations based on predefined rules, structured by components, either automatically or manually by a notary.
- Online payment of obligations created by the user via various payment tools/platforms.
- Manual confirmation of payment obligations by users (notary, translator, etc.).

1.2.5.4.1 Obligation Formation

The system automatically generates obligations for each notary based on the configured service price list and state fees recorded in the reference tables.

Obligations consist of two components: notarial service fees and state fees.

If an application includes additional related services besides the main service, the system automatically generates obligations for those services as well.

If payments arise during the service process that are not predefined or fixed (e.g., when a range is set or the amount depends on specific conditions), the user (notary, translator, etc.) can manually create obligations.

Obligations can be created and settled at any stage or status of the application before reaching the final status (document validation).

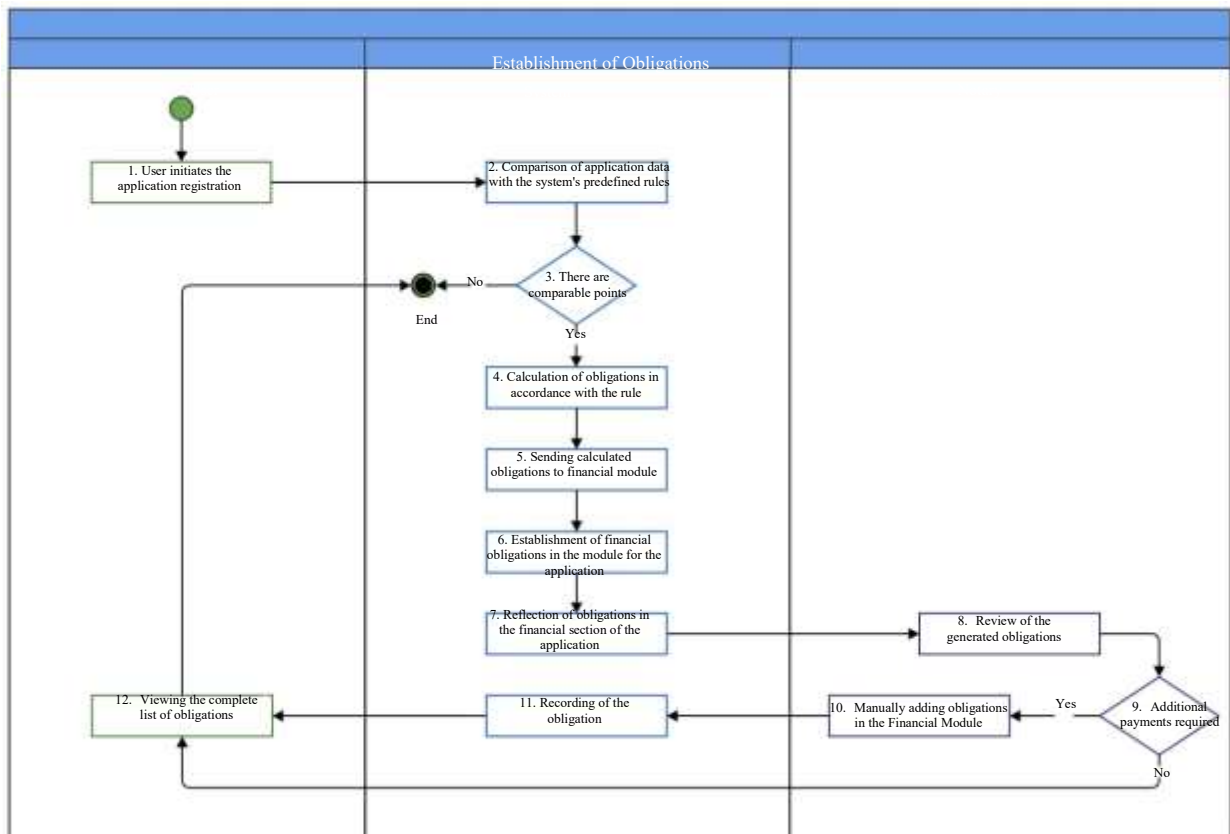
Generated obligations are displayed in the financial section of users. This section is presented as a table with columns reflecting the following details: application identifier (serial/register number), name of action/transaction/service, beneficiary details, account number/budget line, obligation amount, payment status, and date-related information.

The table includes advanced search filters, allowing users to find obligations based on specific conditions.

Each user has access only to obligations related to them, as configured in the User Management Module attributes. Public users (transaction parties) will only see obligations related to applications where they are involved as a party. Notaries will see obligations arising from the applications they process. Translators will see obligations from applications assigned to them. Supervisory users and administrators will have access to all obligations.

Within the Application Management Module, each application's financial section reflects the current state of obligations at the time of execution. This information is strictly for reference purposes.

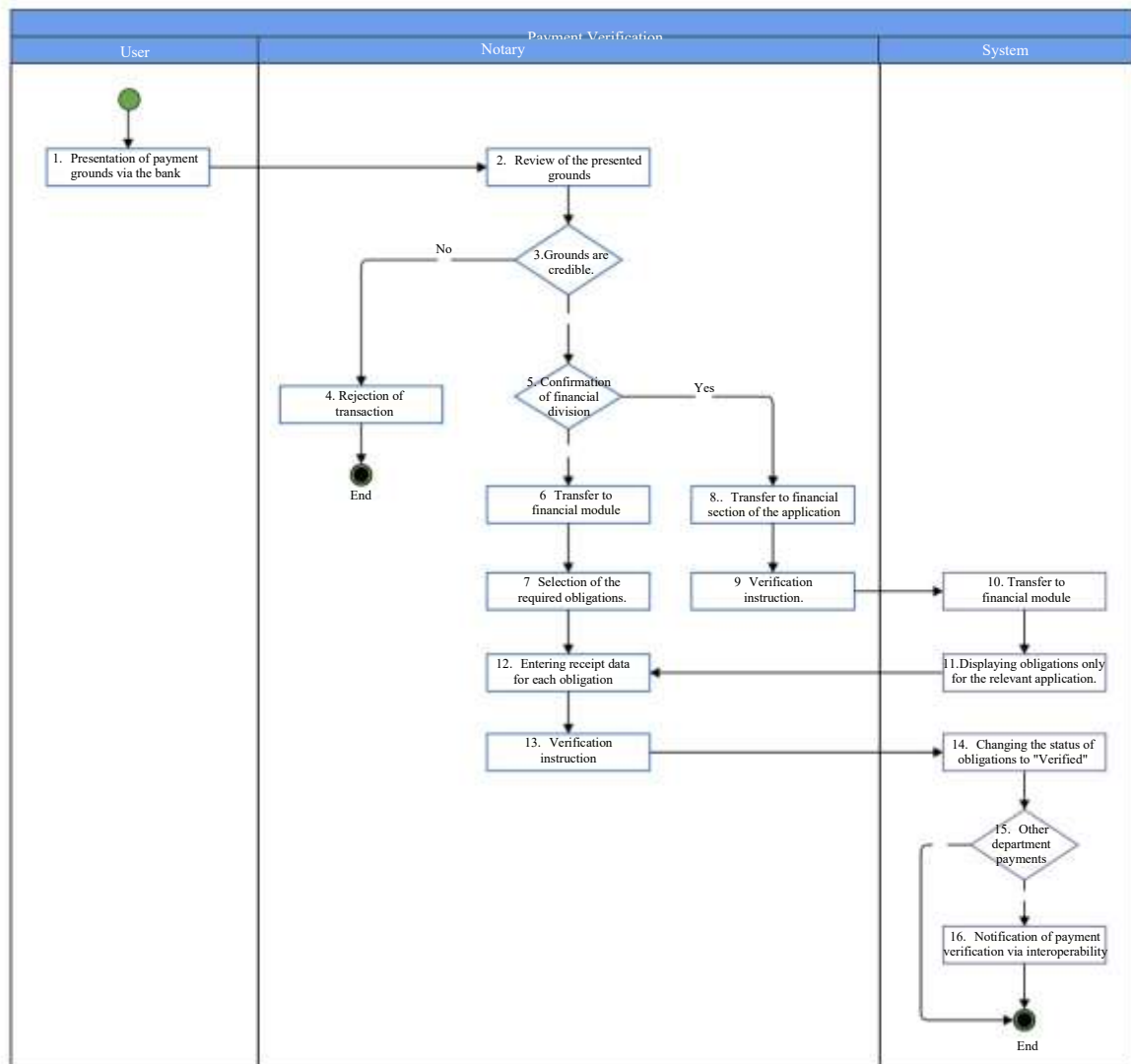
From this page, users should be able to navigate to the Financial Section to view only the selected obligations or proceed directly to the online payment page for the selected obligations with a single instruction.



Step	Action	Criteria	Executor	Description
1	The user initiates the application registration.		User	The user submits the application.
2	Comparison of application data with the system's predefined rules.		System	The system compares the application data with predefined rules in the system.
3		There are comparable points	System	Yes → Proceed to step 4. No → No obligation is created.
4	Calculation of obligations based on the rule conditions.		System	Based on the rules, the obligations are calculated.
5	Transfer of the calculated obligations to the Financial Module.		System	The calculated obligations are transferred to the Financial Module.
6	Formation of obligations for the application.		System	The obligations are generated for the corresponding application.
7	Reflection of the generated obligations in the application's Financial Section.		System	The generated obligations are reflected in the financial section of the application.
8	Review of the generated obligations.		Notary	The notary reviews the generated obligations
9		Additional payments are required	Notary	Yes → Proceed to step 10. No → Proceed to step 12.
10	Manually adding the obligations in the Financial Module.		Notary	The notary manually adds new obligations in the Financial Section.
11	Recording of the new obligation.		System	The system records the new obligations.
12	Viewing the complete list of obligations.		User	The user can view and pay the total obligations.

1.2.5.4.2 Payment Verification

In the module, a set of tools should be provided for the user (notary, translator) to verify the fact of payment. The user selects the obligation for which the transaction participant (Party) has submitted payment receipts or other supporting documents from commercial banks or financial accounting organizations. The user then initiates the payment verification process, after which the system updates the status of the respective obligation to "Paid."



Step	Action	Criteria	Executor	Description
1	Presentation of payment grounds via the bank	-	User	The user presents the payment grounds via the bank.
2	Review of the presented grounds	-	Notary	The presented grounds are being reviewed.
3	-	Credibility	Notary	Are the presented grounds credible? Yes → Proceed to step 5 • No → Proceed to step 4
4	Rejection of transaction	-	Notary	If the grounds are not credible, the transaction is rejected
5	-	Confirmation of financial division	Notary	Confirmation is required from the financial division.
6	Transfer to financial module	-	Notary	The process moves to the financial module.
7	Selection of the required obligations	-	Notary	The necessary obligations are selected.
8	Transfer to financial section of the application	-	Notary	The process moves to the financial module of the application.
9	Verification instruction	-	Notary	The system automatically issues a verification instruction.
10	Transfer to financial module	-	System	The process moves to the financial module.
11	Displaying obligations only for the relevant application	-	System	Only obligations for the relevant application are displayed.
12	Log in to receipt data for each obligation	-	Notary	The receipt data is entered for each obligation.
13	Verification instruction	-	Notary	Verification instruction is issued.

14	Changing the status of obligations to "Verified"	-	System	After changing the status of the obligations, it becomes "Verified"
15	-	Other department payments	System	Are there other department payments? • If yes, proceed to step 16. • Otherwise, the function is not provided.
16	Notification of payment verification via interoperability	-	System	If there are payments from other departments, the information on payment verification is inquired via interoperability.

1.2.5.4.3 Online Payment

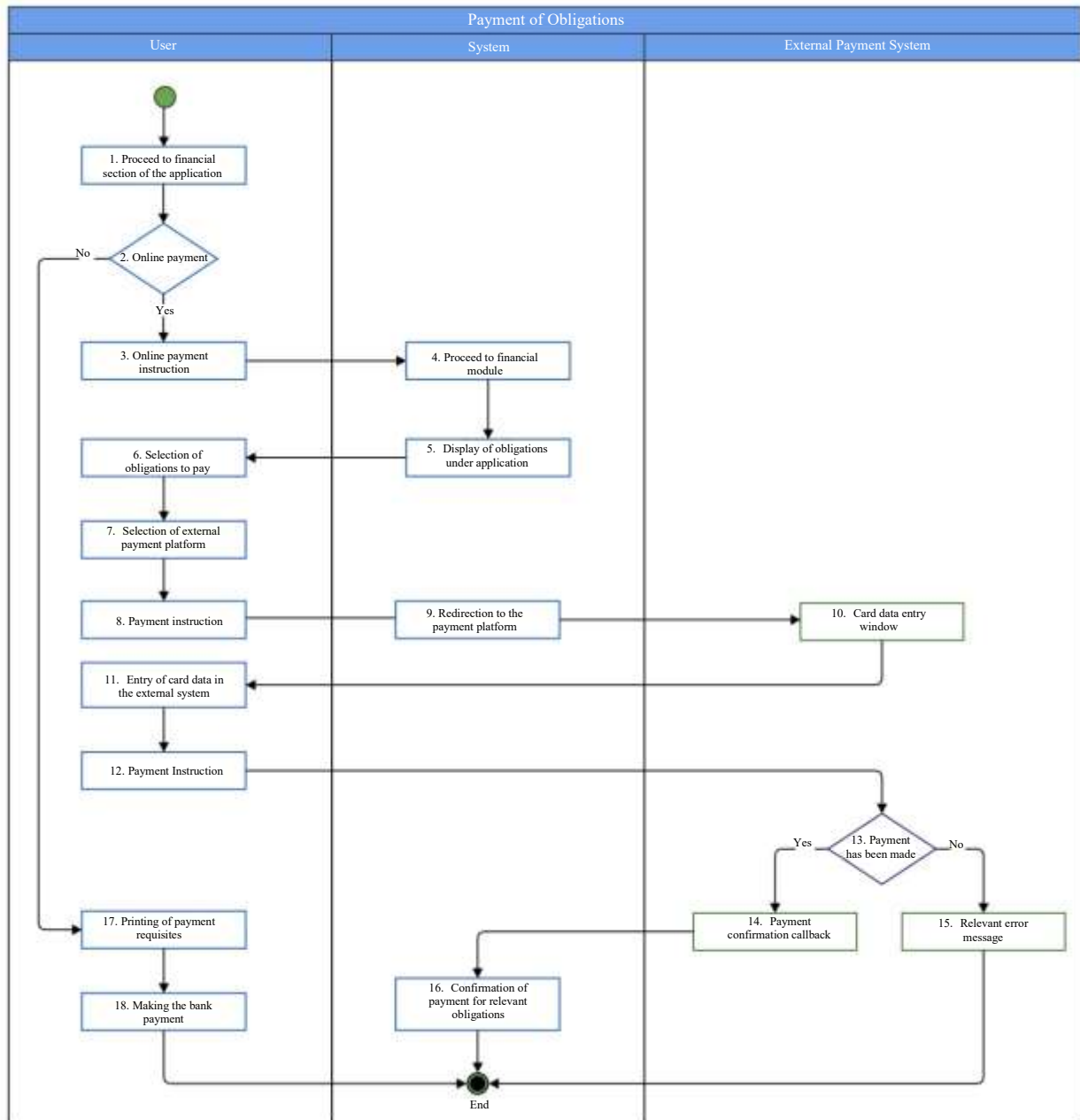
The module must be integrated with the most widely used and applicable online payment systems operating in Armenia at the time of the System’s deployment. By implementing this toolset, users are given the opportunity to select the obligation(s) subject to payment and initiate the online payment process. The module redirects to the payment page, where the selected obligation(s), the amount of each obligation, their total sum, and the list of integrated payment tools with selection options are displayed.

The user selects the payment tool and initiates the payment. The system redirects to the payment tool’s page, where the user logs in to the necessary missing data required by the payment tool (all data/validation conditions already available in the System must be transferred/filled in automatically) and completes the payment.

If the payment is successfully processed, the payment tool sends payment confirmation instructions using the System’s callback link and a unique payment identifier.

As a result of the callback, the System automatically updates the status of the selected obligations to “Paid.”

Any application can reach its final status only if all obligations formed within the financial section of that application/sub-applications are paid.



Step	Action	Criteria	Executor	Description
1	Proceed to financial section of the application		User	The user proceeds to the financial section of the application to pay the obligations.
2		Online payment	User	If yes – step 3 is executed. If no – step 18 is executed.
3	Online payment instruction		User	The user issues the online payment instruction.
4	Transition to the financial module		System	After the successful execution of the instruction, the system transitions to the financial module.
5	Display of obligations under application		System	The system displays the obligations in the relevant interface.
6	Selection of obligations to pay		User	The user selects the payments they wish to make.
7	Selection of external payment platform		User	The user selects the payment method from the available options.
8	Payment instruction		User	The user issues the payment instruction.
9	Redirection to the payment platform		System	The system formats the relevant data and sends the formatted data to the selected payment platform.
10	Card data entry window		External payment system	The system displays the card data entry window.
11	Entry of card data in the external system		User	The user issues the online payment instruction.

12	Payment instruction		User	The user issues the payment instruction to confirm the payment.
13		Payment has been made	External payment system	If yes – step 14 is executed. If no – step 15 is executed.
14	Payment confirmation callback		External payment system	The system receives the response to the inquiry, confirming that the payment was successfully completed.
15	Relevant error message		External payment system	The system receives the response to the inquiry, confirming that the payment was not completed.
16	Confirmation of payment for relevant obligations		System	The system confirms that the obligation has been paid.
17	Printing of payment details		User	The user prints the payment requisites to make a bank payment.
18	Making the bank payment		User	The user proceeds with the bank payment.

1.2.5.5 Interoperability Platform Module

The Interoperability Platform Module is described in detail in paragraph 2.3 - System Integration of the Section VII – Purchaser’s Requirements.

1.2.5.6 User Management Module

This centralized module is responsible for the provision, modification, and management of users, their access rights, and permissions.

Through the module, at least the following functions are implemented:

Management of user permissions and access rights through roles and attributes.

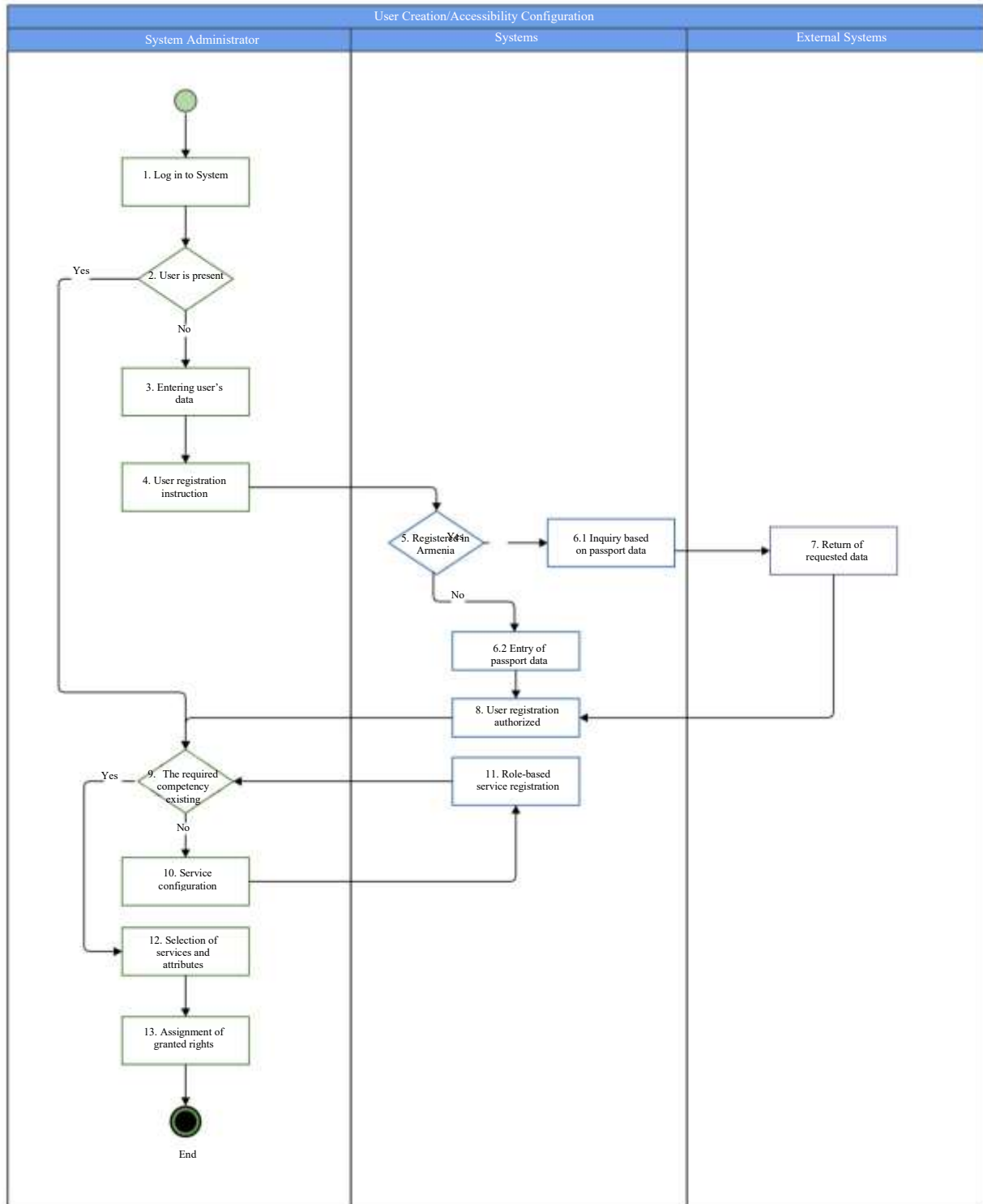
- Automated creation of users and assignment of permissions.
- Authentication.
- Personal office.
- Authorized persons.

The User Management Module is designed to regulate access and permissions to the system's modules, components, instructions, and

information. It is also responsible for authentication and secure login to the system.

Access and permission management for user accounts is implemented using a combination of Role-Based Access Control (RBAC) and Attribute-Based Access Control (ABAC) principles.

Roles are predefined by the implementer during the design phase in coordination with the Purchaser. Each business process is assigned a set of permissions for executing instructions, performing actions, and managing (creating, modifying, editing, and viewing) information, which together form a complete role.



Step	Action	Criteria	Executor	Description
1	Log in to System		Administrator	Process for Granting Access Rights to a System User
2		User is present	Administrator	
3	Log in to user’s data.		Administrator	The administrator wants to grant the appropriate rights to a system user.
4	User registration instruction		Administrator	If the user is already registered in the system, proceed to Step 9. Otherwise, proceed with the next step.
5		Registered in Armenia	System	The administrator initiates the creation of a new user and inputs the required data.
6.1	Inquiry based on passport data		System	The administrator instructions the registration of the user.
6.2	Inquiry based on passport data		Administrator	If the user is a registered resident of Armenia, proceed to the next step. Otherwise, proceed to Step 8.
7	Return of requested data		External systems	Information regarding the user is obtained from the PSR (Population State Register) based on passport details.
8	Authorization of user registration		System	The user’s registration is authorized in the system.
9		The required competency existing	Administrator	If the necessary competencies are configured in the system, proceed to Step 12. Otherwise, continue with the next step.

10	Service configuration		Administrator	The administrator configures the service based on the roles and attributes available in the system.
11	Role-based service registration		System	A new service is created in the system, which can be provided to users.
12	Selection of services and attributes		Administrator	The configured user is assigned the services and corresponding attributes.
13	Assignment of granted rights		Administrator	The selected rights and access permissions are assigned to the user.

1.2.5.6.1 Management of Rights and Access

The management of user accounts is carried out by system administrator.

1.2.5.6.2 Role-Based Management

The concept of roles should simplify user management. In addition to user accounts, the system will implement a role mechanism, which can be assigned a specific set of permissions. A user account can then be assigned a role, meaning the user will inherit the permissions associated with that role.

A single user account must be able to have multiple roles. If a user temporarily requires the permissions of another position, this should be achieved by adding the corresponding role to their user account.

1.2.5.6.3 Attribute-Based Management

The concept of attributes should provide greater flexibility in managing permissions. In addition to assigning a permission to a user account, it should be possible to restrict that permission based on specific attributes.

For example, the permissions of a notary’s assistant (such as visit confirmations or application approvals) should be limited to cases processed by a specific notary. The use of attributes should allow restrictions so that a user account can access only the functions and data of a specific notary.

Additionally, specific functions within a notary's workflow should also be restricted by certain parameters. For instance, one assistant may only have permissions to set work schedules or scan and upload documents, while another may be limited to handling reservations and/or payment approvals. In such cases, the parameters defining these restrictions (such as "Financial Section only" or "Applications only") serve as attributes.

Whenever an authenticated user accesses any system module, their access permissions and attributes are checked to determine whether they are allowed or restricted from performing specific actions or accessing certain data.

If a user has multiple roles and attribute-based permissions within the same module, these permissions are combined, allowing them to perform any permitted action. The system also considers which attribute applies to which role, and if no specific role is selected, the attribute applies to all permissions assigned to the user.

1.2.5.6.4 User Account Management

System administrator is responsible for granting permissions and access rights as defined in the previous section, as well as managing attributes. The administrator has the authority to manage the permissions of all system users.

The administrator performs user account creation, assigns roles and attributes, modifies, and activates/deactivates accounts.

User accounts can also be automatically created when individuals access the system from the public domain, registering them simultaneously upon entry.

1.2.5.6.5 Authentication

Access to the system's non-public sections is only possible with a valid user account. Authentication can be performed through integration with national identification systems used in Armenia at the time of system development (such as "YES EM").

After authentication, access is granted based on assigned permissions.

The system uses a Single Sign-On (SSO) authentication method with session timeout management for inactivity. Navigation between modules follows the principles of the Central Authentication System (CAS).

1.2.5.6.6 Personal Office

A "Personal Office" section must be designed in the system interface for all users (administrator, notary, translator, public

user) where they can view and manage their available information and system modules/sections:

- Add or edit personal details (email, phone number, etc.).
- Submit or view their applications and track their progress.
- Attach and view documents.
- Access historical data on processed information received from other relevant authorities as a result of application processing and validation, such as movable/immovable property, passport details, securities/shares, and other processed data.
- Generate and pay financial obligations.
- Manage all other system modules available to them.

1.2.5.6.7 Authorized Persons

The User Management Module must include a publicly accessible section that allows users to delegate actions within the system to other users.

To delegate, the user logs into the system and navigates to the "Authorized Persons" section. The user can view previously authorized persons, categorized by status (active or inactive).

Users must have the ability to assign a new authorized person, revoke authorizations, or edit existing permissions.

1.2.5.6.8 Assigning a New Representative

The user initiates the process of adding a new representative, after which the system prompts for the entry of Personal Identification Number (PIN) and passport details. The delegating user is shown the representative’s name and surname.

If the provided data does not match an existing user, the system automatically queries the Population Register (BPR) and, based on the retrieved information, creates a new system participant (user). When the new user logs into the system for the first time, they will have access to the assigned authorizations.

The user is presented with the available modules/permissions for delegation (applications, documents, calendar, document archive, financial section, reference tables, etc.). The user selects the actions they wish to delegate and specifies the allowed operations (create, view, edit, submit, etc.) by checking the appropriate boxes. Once confirmed, the assigned individual is granted the ability to perform the delegated actions on behalf of the delegator.

However, the system does not restrict the delegation of authority solely through this method.

Users submitting applications can indicate a designated representative who is authorized to act on their behalf.

In such cases, the system must require the attachment of a power of attorney (either electronic or paper-based).

Along with the application registration instruction, the system automatically performs predefined validations.

If the system identifies the authorizing person as a registered user, a notification is automatically sent to them via their preferred notification method set in the system (personal office, email, SMS, etc.). If the authorizing person is not a system user, the applicant must provide their email address, to which the system will automatically send a notification with an active case link. The application processing continues in the system according to the configured workflow.

Authorized persons can access the application and perform relevant actions via the notifications section in the system or through an active link in the received notification.

In addition to tracking the application's progress, the principal (the person who granted the authorization) can revoke the power of attorney, after which the authorized person will no longer have access to the delegated applications.

For any subsequent applications, the system will alert the notary about the revocation of the power of attorney from the Central Bank of Armenia (CBA). This action is available after receiving the notification and before the video call stage.

1.2.5.6.9 Revocation of Authorizations

The user navigates to the "Authorized Persons" section, selects an individual from the list of authorized persons, and issues the "Deactivate Authorization" instruction.

The selected user's status is changed to inactive in the system, and they can no longer perform actions on behalf of the authorizing user.

1.2.5.6.10 Editing Authorizations

The user navigates to the "Authorized Persons" section, selects an authorized person from the list, and initiates the "Edit Authorizations" instruction.

The system displays the list of authorizations in editing mode, highlighting the currently active ones. The user makes the necessary changes and confirms by selecting "Modify/Save".

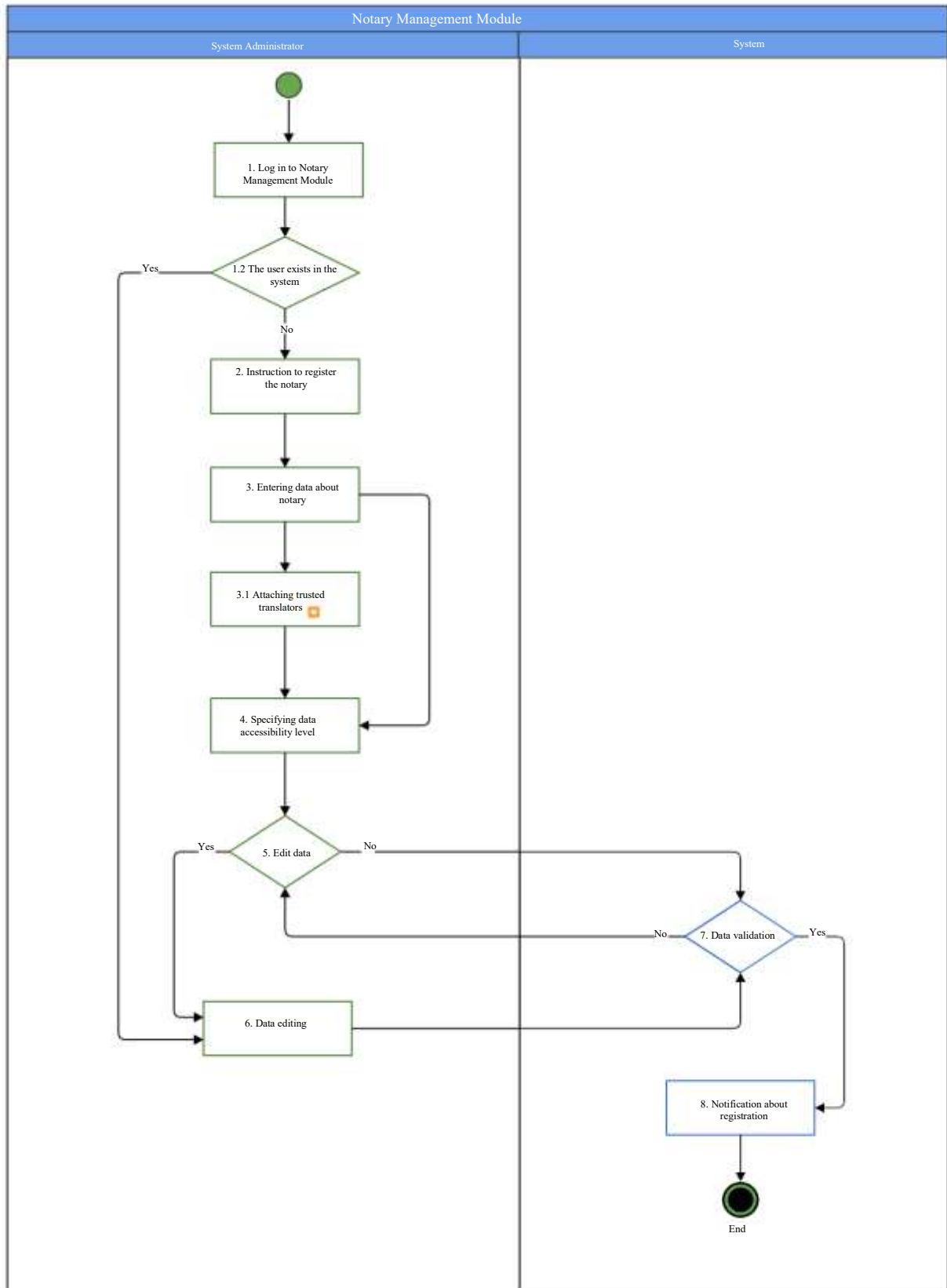
The updated authorizations are activated for the authorized person, while the previous authorizations are archived for record-keeping. Authorized persons are not deleted from the system but are instead deactivated.

1.2.5.7 Notaries Management Module

The module is designed for the registration and management of notaries in the system by system administrator. The operations of this module are directly interconnected with the user management module and the translator management modules. Some of the data collected in this module, as freely accessible information, is available from the public domain. The degree of data accessibility is managed by system administrator.

The module includes management tools for users providing notarial services within the system.

It is functionally divided into three logical operations, each containing publicly accessible and internal-use elements. At the same time, the system must ensure differentiated access and functionality based on the permissions and actions of the involved participants.



Step	Action	Criteria	Executor	Description
1	Log in to Notary Management Module		Administrator	System Administrator logs in to Notary Management Module.
2	Instruction for notary registration		Administrator	System Administrator issues an instruction to register a notary.
3	Log in to information about the Notary		Administrator	The relevant information about the Notary is entered, including: name/surname, address, contact details, working hours, services, tariffs, languages, trusted translators, and other parameters.
3.1*	Assigning trusted Translators ✨		Administrator	System Administrator assigns the translators trusted by the Notary.
4	Specifying data accessibility level		Administrator	System Administrator specifies the level of access for the data (closed or open).
5		Edit data?	Administrator	If necessary, the Administrator can edit the data. Otherwise, proceed to Step 7.
6	Editing the data		Administrator	System Administrator edits the entered data.
7		Data verification	System	The system checks the entered data regarding the Notary.
8	Registration notification		System	The system displays a message confirming the successful registration.

1.2.5.7.1 Notary Configuration Function

System administrator accesses the relevant section and initiates the registration of a notary. The following notary-specific information is entered: first and last name, location, office address, active map link, phone number, email, work schedule, list of provided services, certificate validity period, bank account number, and notary’s photo.

A mandatory field is the user identifier created for the notary in the User Management System. For each entered field, the administrator specifies the accessibility level—either restricted (internal use only) or publicly available.

The administrator has the authority to edit the data, and the system maintains a history of changes accordingly.

1.2.5.7.2 Public Domain Display

A dedicated interface must be designed in the public domain, where users (including those not authenticated in the system) can access notary-related information. Only the publicly accessible data designated by the administrator will be available in this section.

Additionally, the list of legally defined notarial actions and their fees, along with references to relevant normative legal acts, must be included. Users should be able to filter and search for notaries using various search filters within the interface.

1.2.5.7.3 Notary Selection in Applications

Public users filling out an application have the option to select a notary within the system.

The notary selection process is based on configurations set by system administrator.

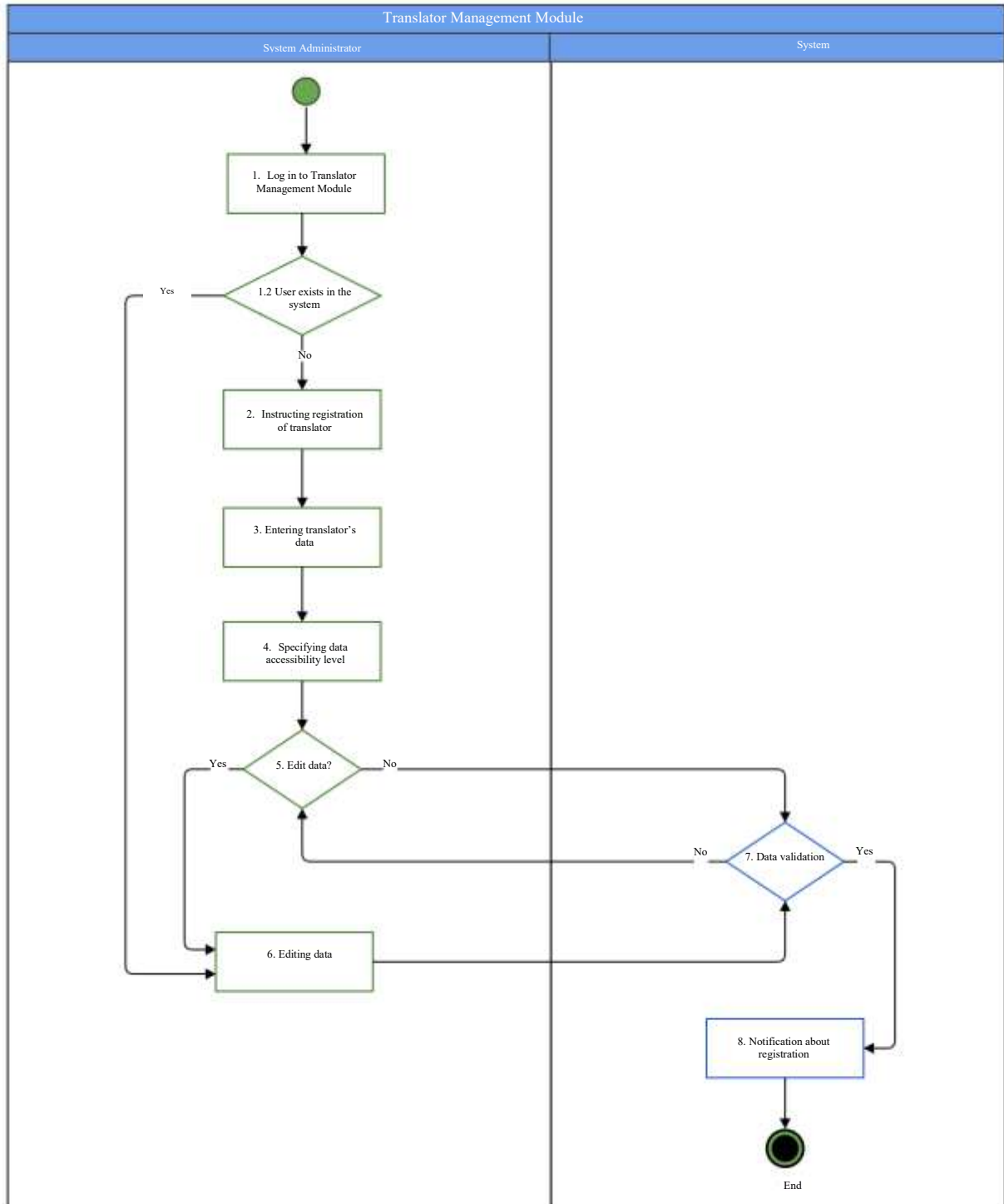
The notary recommendation mechanism also incorporates the logic described in the Calendar Module.

1.2.5.8 Translators Management Module

The module is designed for the registration and management of translators in the system by system administrator. The module also facilitates the management process of notaries and their assigned (trusted by the notary) translators. Some of the data collected in this module, as freely accessible information, is available from the public domain. The degree of data accessibility is managed by system administrator.

This module includes tools for managing users who provide translation services within the system.

It is functionally divided into four logical operations, separated by public accessibility and internal-use elements. At the same time, the system must ensure differentiated access and functionality based on the roles and actions of participants.



Step	Action	Criteria	Executor	Description
1	Log in to Translator Management Module		System Administrator	System Administrator logs in to translator management module.
1.2		User exists in the system	System Administrator	If the user is already registered, proceed to Step 6, otherwise, proceed to Step 2.
2	Instruction for Translator registration		System Administrator	System Administrator gives instruction to register Translator.
3	Log in to translator’s data		System Administrator	Data about the Translator is entered, including: name/surname, address, contact details, working hours, services, tariffs, languages, and other parameters.
4	Specifying data accessibility level		System Administrator	System Administrator specifies the data accessibility level (closed or open).
5		Edit data	System Administrator	If necessary, System Administrator can edit the data. Otherwise, proceed to Step 7.
6	Editing the data		System Administrator	edits the entered data.
7		Data verification	System	The system checks the entered data regarding the Translator.
8	Confirmation of registration		System	The system displays a message confirming successful registration.

1.2.5.8.1 Translator Configuration

System administrator accesses the relevant section and initiates the registration of a translator.

The following translator-specific information is entered: first and last name, office address, phone number, email, work schedule, list of provided services, translation certification validity period, language pairs for translation, bank account number, etc.

A mandatory field is the user identifier created for the translator in the User Management System.

For each entered field, the administrator specifies the accessibility level—either restricted (internal use only) or publicly available. The administrator has the authority to edit the data, and the system maintains a history of changes accordingly.

1.2.5.8.2 Public Domain Display

A dedicated interface must be designed in the public domain, where all users (including those not authenticated in the system) can access translator-related information.

Only the publicly accessible data designated by the administrator will be available in this section.

When accessing a specific translator’s profile, users should see the list of languages the translator offers and the translation rates per unit, if the translator has published such rates.

Users should also be able to filter and search for translators using various search filters within the interface.

1.2.5.8.3 Notary-Translator Association

A special toolset must be designed for users with notary status, allowing them to associate themselves with translators who may be involved in applications they process.

Notaries must have the ability to modify their assigned translator list, including adding or removing translators.

The system must log all actions performed by the notary for record-keeping.

1.2.5.8.4 Involvement of Translators in Applications

During the application completion process, a translator may need to be involved.

The system must automatically suggest translators who are linked to the selected notary and meet the application's validation criteria (such as language, deadlines, etc.) based on their configured translation services.

1.2.5.9 Rules Regulation and Configurations Module

A module must be designed in the system through which system administrator will define the rules for monitoring the workflows of electronic documents processed in the System and the validation conditions for the data within them.

The rules should include all statuses of electronic documents, all data being processed within them, and the toolkits for performing actions regarding that data.

This module must be designed and implemented to ensure the application and management of rules necessary for processing all electronic documents and objects within the system's other modules.

To achieve this, the system must support:

Trigger-based calls to the rules management system from the initiating module.

Retrieval of all active rules applicable to that module.

Comparison of the document and related data with the retrieved rules.

Returning matches, values, and generated messages based on rule logic to the processing module.

System administrator must have the ability to create, edit, test, activate, deactivate, search, and view rules.

A rule represents the logical combinations of electronic document information processed within a module, user instructions executed in the interface, the current and final statuses resulting from those instructions, data and instructions received through interoperability, and the values, decisions, and messages returned based on these logical combinations.

The tool must allow system administrator to create rules directly within the module interface, which will influence the execution of business processes managed by the system's modules by initiating automated actions, making decisions, proposing alternatives for decision-making, changing statuses, pausing an electronic document workflow according to process logic, displaying error messages regarding inconsistencies or incompatibilities, and enforcing the input of specific information or documents when certain conditions arise.

All fields of the electronic document that serve as triggers for the rule, the executed instructions, and the current and final statuses are accessible as variables. Additionally, data from related subsystems is available through specially designed functions.

For example, an application is being processed. The variable docType stores the type of application, determining whether it is a mortgage application as "applicationMortgage". During processing, the specially designed function getEndOperation() checks which instruction the user

has executed, such as "applicationRegister". If, at the time of registration, the application lacks property-related data, the `getEstateStatus()` function, developed during the design phase, is called in the rules system to return information on any restrictions or limitations.

A rule can be conditionally structured as follows.

```

        if(docType == "applicationMortgage" &&
getEndOperation(applicationRegister) && getEstateStatus(RegId))
        {
            setapplicationStatus("Registered")
            sendMsg("The mortgage application has been accepted
for review")
        }
        else
        {
            setapplicationStatus("Rejected")
            sendMsg("The mortgage application has been rejected
due to existing restrictions")
        }

```

Or a property sale transaction is being processed as "applicationPropertySale". For example, if one of the beneficiaries is under 14 years old, the system displays a message indicating that the guardian or legal representative's information must be provided, along with the document confirming their authority (conditional code 01047 – guardianship confirmation document).

```

        if(docType == "applicationPropertySale" &&
getEndOperation(applicationConfirm) && checkAge(SSN) < 14)
        {
            setapplicationStatus("Confirmed")
            sendMsg("The purchase and sale application No. D-147
has been approved. ")
        }
        else
        {
            setapplicationStatus("Warning")
            sendErrorMsg("A person under the age of 14 is
included; guardian information must be provided")
        }

```

```
sendErrorMsg("A person under the age of 14 is included; a document  
of type 01047 must be attached")  
}
```

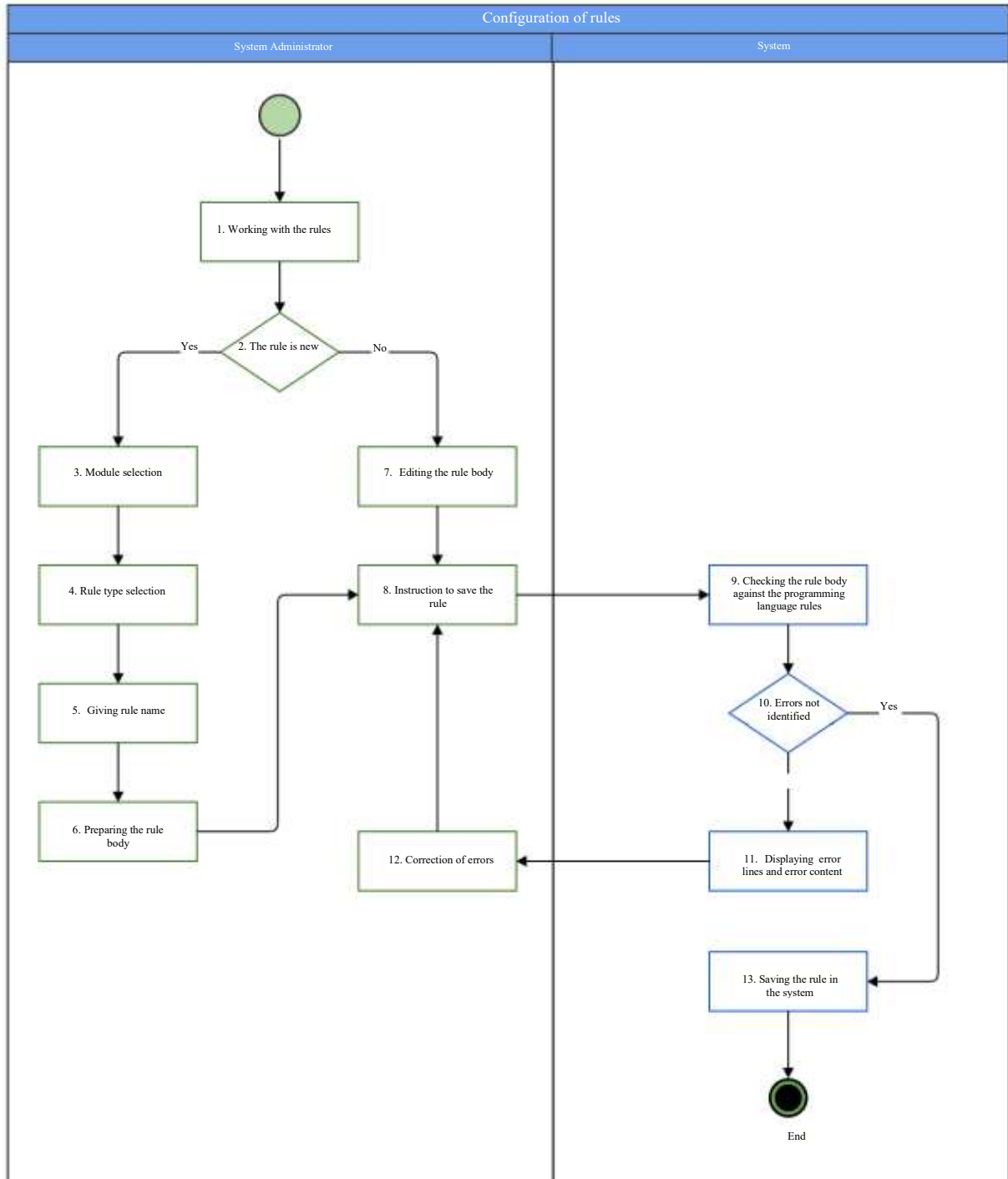
Creating a rule does not require system downtime, re-release, modifications to the operating system or database configurations, changes in the program code, localization-related work, or intervention from the system maintenance staff responsible for system functionality. All actions are performed directly within the interface.

Rules are written in a high-level programming language (a globally recognized and widely used language with publicly available learning materials and resources) following its syntax. They utilize variables, conditions, loops, text processing functions, mathematical operations, comparative and logical operators, and mathematical functions.

Rules include message output functions, where the text-based notifications are displayed to the user(s) within the system interface where the action triggered the rule execution.

At the Purchaser 's request, specific custom functions must be created to simplify certain operational logic and execute specific actions with a single instruction. For example, instead of manually verifying through a loop whether an individual has a spouse based on data retrieved from CSARA during interoperability, the administrator writing the rule can use the `isMarried()` function (developed during the design phase), which, when given a Personal Identification Number (PIN) or passport number, returns a yes/no response. Such functions must be designed during the implementation phase based on the needs that arise from executing operational logic.

An unlimited number of rules can be created, and every processed electronic document must be compared against all active rules applicable to that document type.



Step	Action	Criteria	Executor	Description
1	Working with the Rules		Administrator	System Administrator issues an instruction to work with the rule.
2		Is the rule new?	Administrator	If a new rule is being created, proceed to the next step. Otherwise, proceed to Step 7.
3	Module selection		Administrator	The Administrator selects the module for which the rule is being created for the electronic document.
4	Selection of rule type		Administrator	The Administrator logs in to the type of the rule: validation, workflow configuration, calculations, etc.
5	Giving rule name		Administrator	The Administrator fills in the rule's name.
6	Preparing the rule body		Administrator	Based on the programming language's rules and predefined functions, the sequence of logical actions and steps to be performed on the document's data is created.
7	Editing the rule body		Administrator	The logical part of the rule saved in the system is edited.
8	Instruction to save the rule		Administrator	The Administrator issues an instruction to save the rule.
9	Checking the rule body against the programming language rules		System	The system validates program code of the created logical chains.
10		Errors not identified	System	If there are errors in the rule, proceed to the next step. Otherwise, proceed to Step 13.
11	Display error lines and error content		System	The system displays in the form of error messages the lines of the rule's program code that mismatch with the programming language usage rules.

12	Error correction		Administrator	The Administrator corrects the errors and proceeds to Step 8.
13	Rule saving in the system		System	The rule is saved in the system and included in the list of rules available for merging.

1.2.5.10 Documents Module

Through the module, the following must be implemented:

- Storage of electronically signed and certified documents, as well as electronic versions of documents submitted by users during applications (files in the appropriate format), in the system with version separation.
- The module must also include a document management system that allows the use of Microsoft Word's docx format capabilities, as well as the generation of files in docx and pdf formats. It should also enable the direct application of variables, conditions, and loops within the docx file.
- As a result, the module must provide the ability to create a template in docx format, which can generate the final document in docx or pdf format.
- The application of conditions and loops must be multi-level.
- The module must ensure control over access levels and versions, as well as the implementation of other functions related to electronic document management.

Furthermore, the module must ensure the possibility of reusing registered electronic documents.

The module must ensure the storage and management of documents (files in the appropriate format). In applications or any system-executed operation, documents can be attached, and they must be displayed in the "Documents" section, which serves as the visual representation of this module.

When a user accesses the "Documents" section within an application, they can initiate the addition of a document. The system prompts them to fill in details such as document type (selected from predefined values), document number, issuance date, validity period (if applicable), issuing authority (if applicable), and upload the corresponding file. This process can be repeated as many times as necessary to add multiple documents.

After confirming changes in the application, the system automatically records the added documents in the Documents Module.

During registration, in addition to the document's details, the system also records the application number to which the document was attached. Each registered document is assigned a unique system-generated identifier.

Later, the user can access their Documents Module to view all documents they have previously attached to any case. They can search for documents using all parameters available at the time of document entry.

The system also allows users to create folders and logically group their attached documents by placing them in these folders.

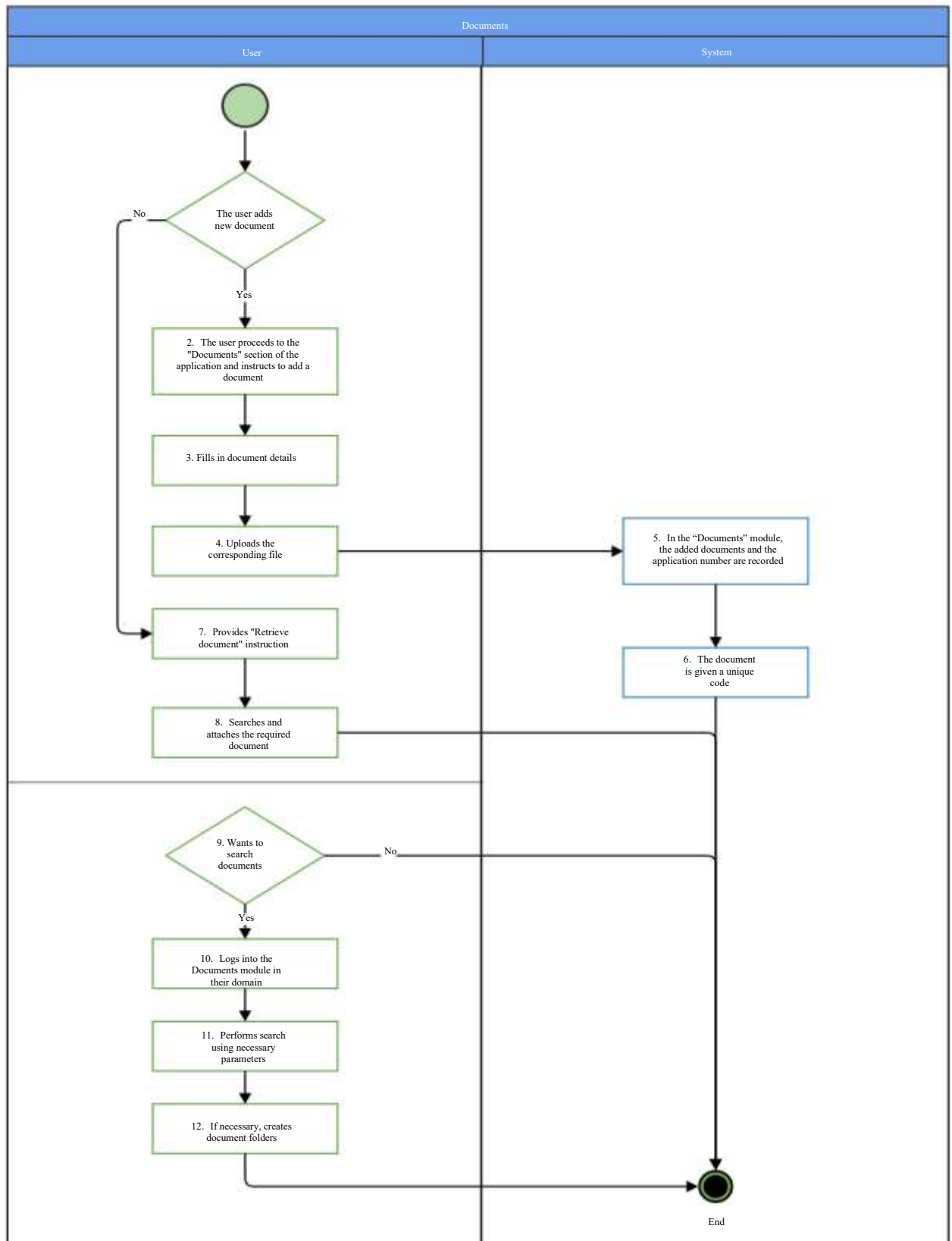
A document can be included in multiple folders simultaneously. The inclusion of a document in a folder is only for categorization and organization and does not create duplicate files. The module supports the creation of nested folders.

The module must also enable the reuse of already attached documents. Within the "Documents" section of an application, users have access to the "Retrieve Document" function. This function opens a search window within the Documents Module, allowing users to apply filters to find and attach existing documents to the current application.

If an application is edited, the application number is added to all documents retrieved from the Documents Module.

Each user can only access documents they have personally uploaded, except for notaries.

The only way for another user to access a document belonging to someone else is to obtain the document's unique identifier from the owner and use it for a search inquiry.



Step	Action	Criteria	Executor	Description
1	-	Adding new document	User	The user wishes to add a new document, which does not exist in the system. To add new document steps 2-8 can be repeated as necessary.
2	The user proceeds to the "Documents" section of the application and instructs to add a document.	-	User	The user, by navigating to the "Documents" section of the application, instructs the system to add a document.
3	The user fills in document details	-	User	The user fills in the document type (selected from predefined values), issue date, validity period (if available), issuer (if available), and document number.
4	The user uploads the corresponding file	-	User	The user uploads the corresponding file.
5	In the “Documents” module, the added documents and the application number are recorded	-	System	After instructing to save changes in the application, the system automatically saves the added documents in the Documents module. During the saving process, in addition to the document data, the application number to which it was attached is also recorded.
6	The document is given a unique code	-	System	Each document added is assigned a unique code by the system.
7	The user provides "Retrieve document" instruction	-	User	In the "Documents" section of the applications, the user provides "Retrieve Document" instruction.
8	The user searches and attaches the required document	-	User	When the instruction is given, the search window of the Documents module opens, where, using filters, existing documents can be found

				and attached to the current application. In the case of an instruction to edit the application, the retrieved documents from the Documents module are also tagged with the application number. Each user can only access the documents they have uploaded in the Documents module, except for Notary users. The only way for a document to be accessible to another user is for that user to obtain the unique identification code of the document from its owner and then use it to search for the document.
9	-	Wants to search documents	User	The user wants to view documents they have already created or attached.
10	The user logs into the Documents module in their domain	-	User	By Log in to the Documents module within their domain, the user can see all the documents ever attached to their cases.
11	The user performs search using necessary parameters	-	User	The user can perform searches by using all the data entered when the documents were uploaded as parameters.
12	If necessary, the user creates document folders	-	User	The user can create folders and perform logical groupings by including attached documents within them. A document can be included in multiple folders simultaneously. Inclusion in folders serves as a method of distribution and organization, so it does not imply duplication of files.

				Nested folders can also be created.

1.2.5.11 Archivation Module

The module provides tools for archiving applications processed during the operation of the System, electronic documents, documents (files) uploaded to the system by users, automatically generated documents resulting from the processing of system workflows, and saved video files from conducted video calls.

In particular, the module should ensure the implementation of at least the following main functionalities:

- Deletion of selected files,
- Compression and archiving of selected files,
- Regulated logging of actions and objects performed during the archiving process

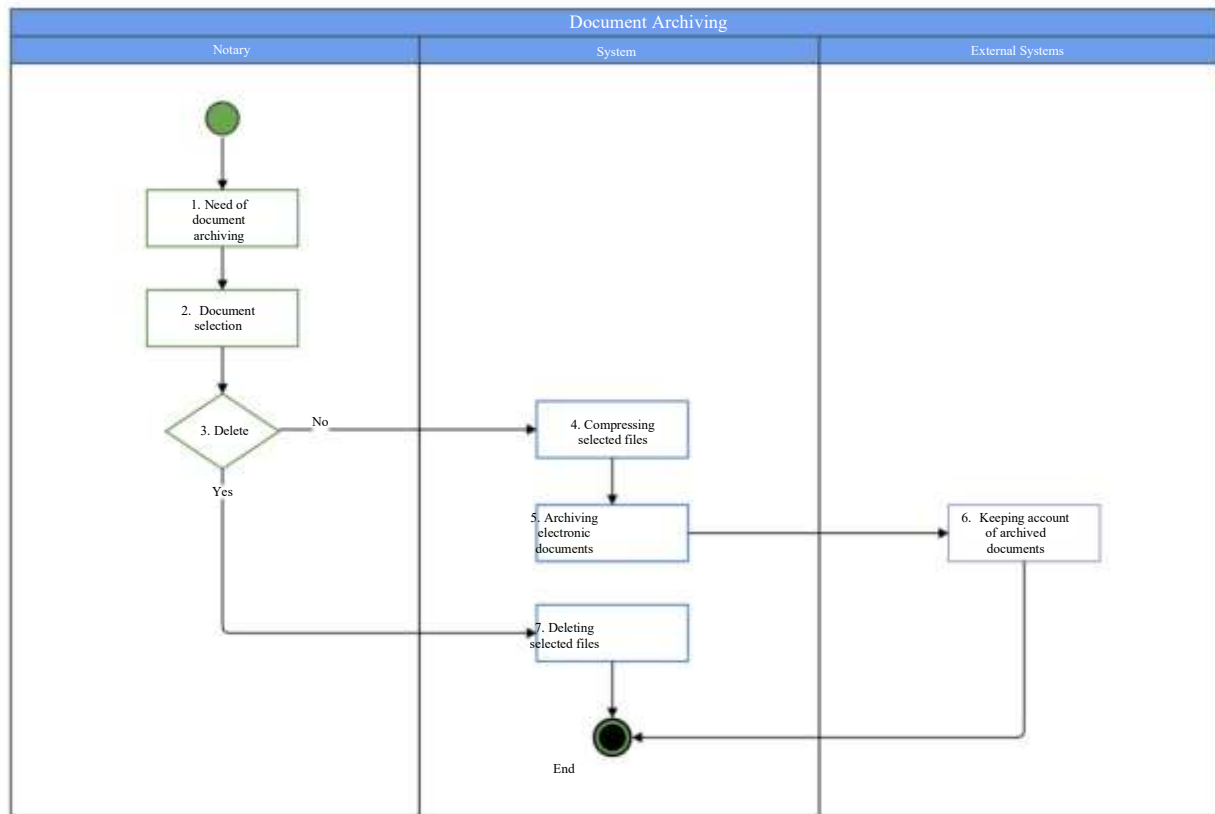
Given that the provision of notarial services involves the submission of attached documents and, with the system’s implementation, the storage of video recordings, the system must include at least the following archiving tools:

- Deletion of selected files
- Compression and archiving of selected files
- Systematic logging of actions and objects during the archiving process

The user selects an application and initiates the "Archive" instruction. This instruction is available only for applications in their final status. The system adds checkboxes for all attached documents in the "Documents" section of the application, allowing the user to delete or archive them.

After selecting the appropriate action for each document, the user confirms by issuing the "Archive" instruction. Once the instruction is confirmed, the system performs the selected actions for each document—deleting the specified files or automatically compressing them using a software tool (gzip, zip, rar) and transferring them to a designated storage repository configured by system administrator.

The document details remain visible within the application, indicating whether the document has been deleted or archived.



Step	Action	Criteria	Executor	Description
1	Need of document archiving		Notary	The notary decides on the necessity of document archiving and initiates the process.
2	Document selection		Notary	The notary selects the documents that are required for archiving.
3		Delete	Notary	Yes - The 7th step is performed. No - The 4th step is performed.
4	Compressing selected files		System	The system automatically compresses the selected files or documents to reduce the archive size and archives them. Document compression should be performed using gzip, zip, or rar software tools.:

5	Archiving of electronic documents		System	The system stores electronic copies of documents and data in a separate external electronic archive location.
6	Keeping account of archived documents		External Separate Archiving System	It records all archiving actions, including file selection, archiving type, and file actions. It ensures the integrity of the logbook.
7	Deleting selected files		System	It removes the selected files or documents from the system.

1.2.5.11.1 Action Logging

In addition to recording actions in the Function Logging Module, the system also performs separate, non-deletable logging.

The following information is stored: application identifier, document identifier, file identifiers (format, size), action (delete/archive), user, file’s relative path in the repository, compressed file name/size, etc.

A special user role must be designed for accessing these tools. Users will have access only to the files attached to applications for which they have the necessary permissions and access rights configured in the User Management System.

1.2.5.12 Reports Development Module

The system must be equipped with reporting and search capabilities. The Reporting Module ensures that participants in the system receive the necessary information in their desired format. Access to reports is regulated through attributes in the user management system. The user's attributes include:

- All
- Those contained in the folder
- The name of a single item
- All except
- The folder except

The system must carry out the following functionalities:

- Inquiring static reports, obtaining queried results, and exporting results

- Inquiring dynamic reports, configuring inquiry parameters and conditions, obtaining queried results, and exporting results.

Depending on the content of the reports, they should be generated according to a predefined format and template (if there is a need to print on forms, aligned with those forms), after which they will be exported in the corresponding file format (docx, xlsx, csv, pdf). Reports are designed and implemented by the Contractor both at the time of the system's release and during the warranty service period.

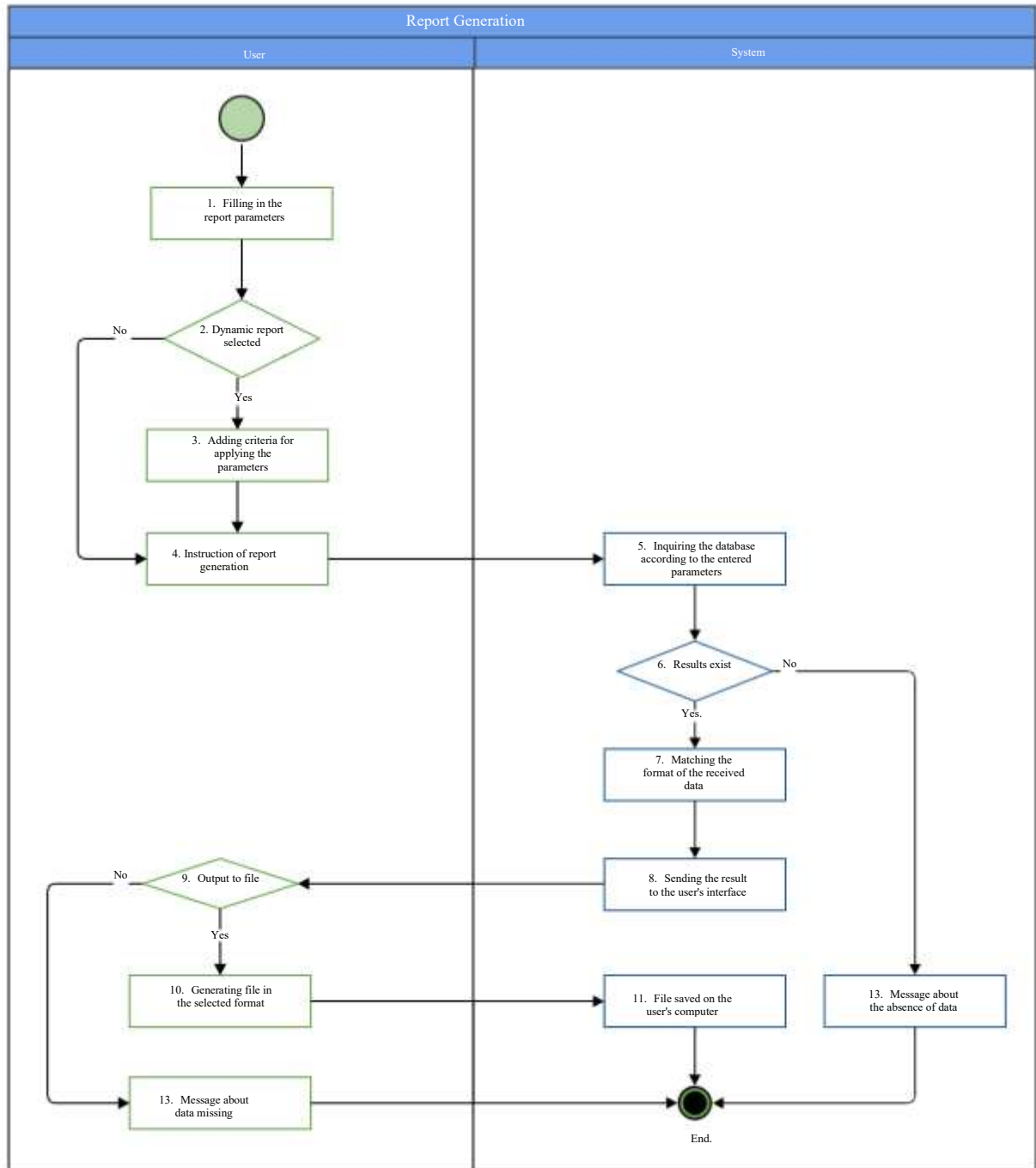
The report interface must be user-friendly, allowing reports to be grouped by logical categories and enabling search functionality based on report names.

The output formats and views of reports may include text sections, graphs, tables, charts, summaries, and other representations typical of report templates.

Reports must be generated in real time, based on all available data in the database at the time of the inquiry, ensuring no time lag.

During the implementation phase, the contractor must assess the system's operational load and, based on this assessment, propose the use of an additional server synchronized in real time with the operational server for reporting purposes.

The workflow for report generation, module types, functions, and implementation methods are detailed below.



Step	Action	Criteria	Executor	Description
1	Filling in the report parameters		User	The user selects the report and fills in the necessary parameters for their needs at that moment.
2		Dynamic report is selected	User	If the selected report is dynamic, the next step is performed; otherwise, step 5 is proceeded to.
3	Adding criteria for applying the parameters		User	For each entered change, the user also specifies the logical operation applied to it, such as greater than, less than, equal to, contains, range, etc.
4	Report generation instruction		User	The user instructs the report generation.
5	Inquiring the database according to the entered parameters		System	The system, with the entered variables, sends an inquiry to the database following the predefined logic for the selected report.
6		Results exist	System	If data is found as a result of the query, the next step is performed; otherwise, step 13 is proceeded to.
7	Matching the format of the received data		System	The data obtained from the query is formatted according to the predefined template and format for output.
8	Sending the result to the user's interface		System	The results are sent to the user's interface.
9		Output to file	User	If the user has set "Output to file" checkbox during the report creation request, the next step is performed, otherwise, step 12 is proceeded to.
10	Generating file in the selected format		User	The results are generated in the corresponding file format.
11	File saved on the user's computer		System	The system saves the file on the user's computer.
12	Displaying results in the interface		User	The obtained results are displayed on the user's interface in the predefined format for the report, such as paginated data tables, graphs, or other graphical representations.
13	Message about data missing		System	The system displays a message about data missing.

1.2.5.12.1 Static Reports

Static reports are standard reports with predefined input data types, formats, and reporting time intervals (daily, monthly, quarterly, semi-annual, annual, or custom time periods). They also have predefined output formats.

The generation of these reports may involve data collected from multiple system modules, aggregating or processing information based on interconnected data relationships.

After selecting the predefined report parameters (such as notary, transaction type, time period, and output file format—PDF, DOCX, XLSX), the user initiates report generation. The system then exports the report file based on the selected parameters or displays a message indicating that no matching data was found.

During the project implementation phase, the contractor must deliver up to 50 predefined general and individual reports as identified by the Purchaser .

During the implementation and warranty support period, the number of reports may be increased by up to 30 additional reports.

This list does not include interfaces designed within business process modules for searching and exporting electronic documents.

1.2.5.12.2 Dynamic Report Generation

Unlike static reports, dynamic reports allow the same search parameters to be used multiple times. Additionally, search parameters can include customizable search criteria, such as equal to, greater than, greater than or equal to, less than, less than or equal to, range, contains, etc.

Dynamic reports are developed by the Contractor based on a list agreed upon with the Purchaser . During the system implementation phase, if requested by the Purchaser , up to 10 dynamic reports must be created, with the possibility of adding up to 5 more during the warranty period.

This list does not include interfaces designed within business process modules for searching and exporting electronic documents.

1.2.5.13 Reference Tables Management Module

The module facilitates the management of information that serves as references and is used for selection by other modules of the system.

This module allows for the creation and management of reference tables, including adding, editing, and maintaining a history of data. It

should also be possible to establish interconnections between reference tables.

The system consists of various modules, some of which process recurring data that follows a strictly defined format and structure. These data entries are not freely editable but instead have predefined values that must be selected from a preset list.

In electronic documents that require these data as part of functional logic, the selection must be made exclusively from predefined values, each of which has its own code and display text.

Reference tables and their contained data can be updated, modified, activated, or deactivated. Entries in the reference table are never deleted; instead, when a value needs to be discontinued, it is assigned an expiration date. Each value can have a start date (DOV – Date of Validity) and an end date (EOV – End of Validity).

Whenever system modules perform actions that rely on reference table data, they must apply the values corresponding to the document's registration date.

For example, if on 01.01.2018, the notarial service type "Power of Attorney Validation" is defined, but on 01.01.2024, it is renamed to "Power of Attorney Issuance", then:

- For documents registered between 01.01.2018 and 01.01.2024, the value "Power of Attorney Validation" must be used.
- For documents registered after 01.01.2024, the value "Power of Attorney Issuance" must be applied.

Reference tables are divided into two types:

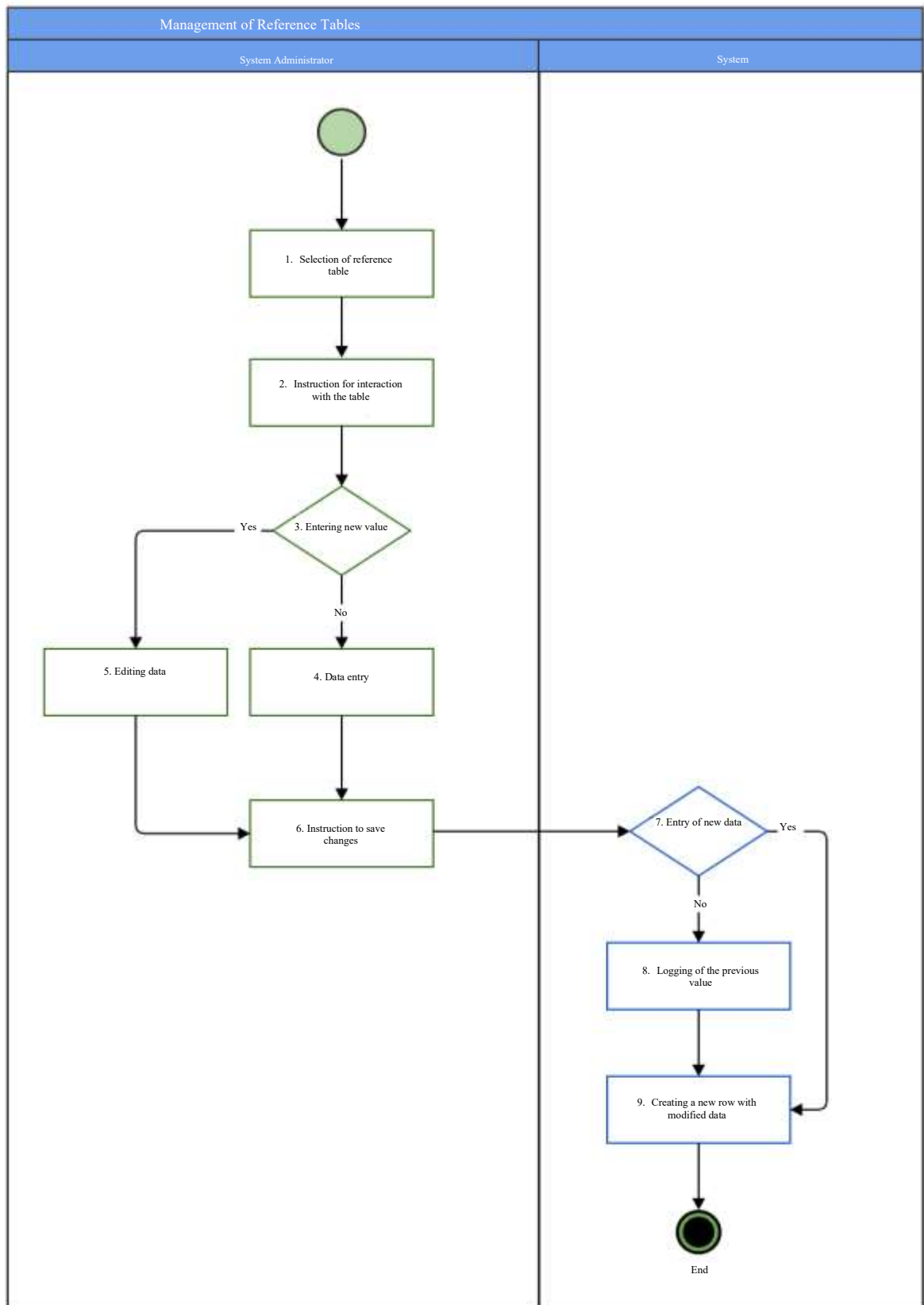
- System-wide reference tables – Managed by system administrator.
- Local reference tables – Managed by the notary.

The full list of reference tables and their collected data will be identified during the project implementation phase through joint discussions with the Purchaser and stakeholders.

Below is the minimum set of reference tables that the Contractor must implement.

	Reference table name
1	Notary services
2	Documents
3	Identity verification documents
4	Regions/Districts

5	Notaries
6	Translators
7	Foreign languages
8	Tariffs



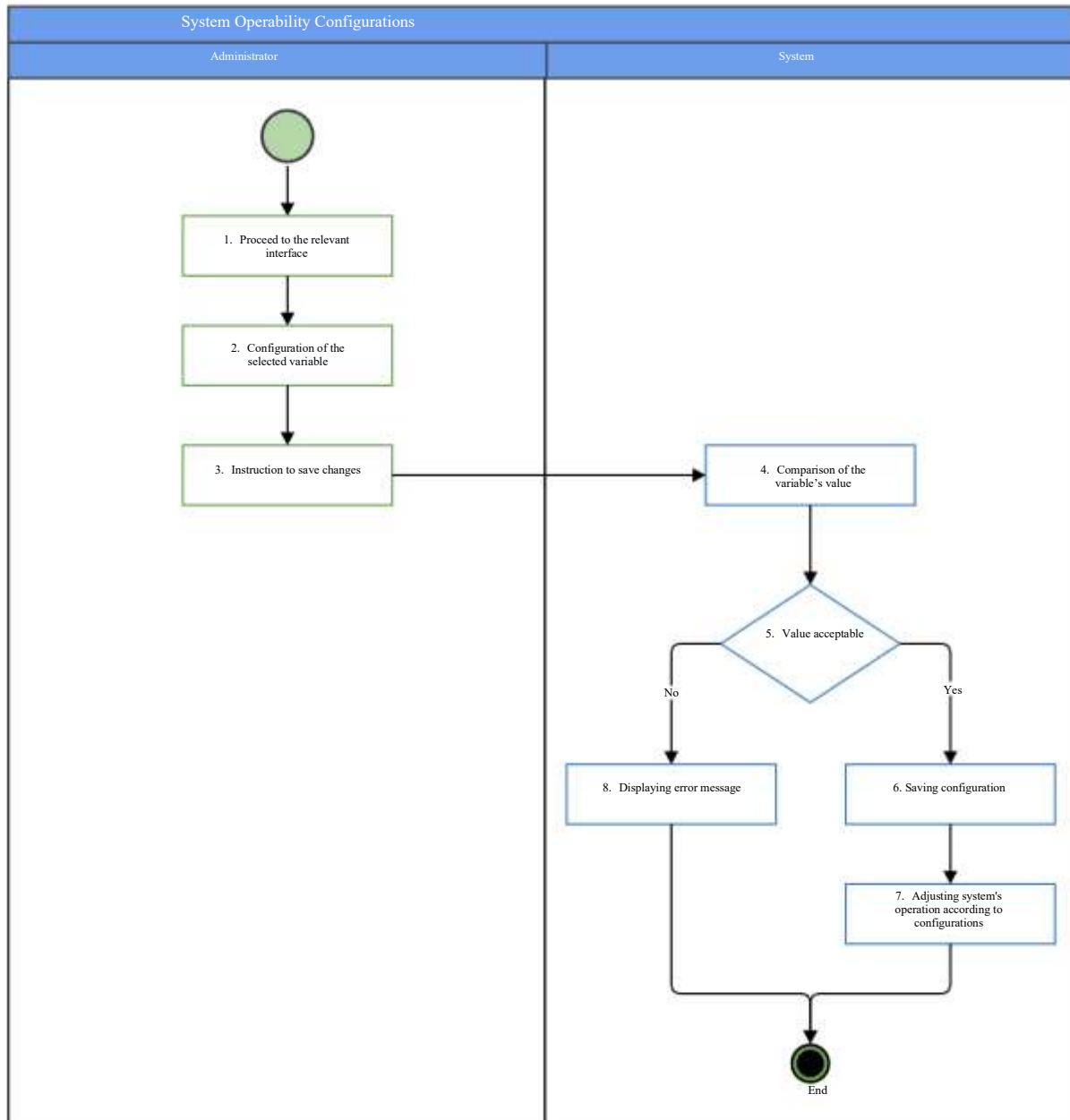
Step	Action	Criteria	Executor	Description
1	Selection of reference table		Administrator	The user selects the reference table whose data needs to be processed.
2	Instruction for interaction with the table		Administrator	The user instructs an action with the table.
3		Enter new value	Administrator	If the selected instruction is to enter a new value, the next step is performed; otherwise, step 5 is proceeded to.
4	Data entry		Administrator	The user logs in to the data according to the type of the reference table.
5	Data editing		Administrator	The user edits the previously entered data of the selected row for editing.
6	Instruction to save changes		Administrator	The user instructs the data to be saved.
7		Log in to new value	System	If the instruction is to add a new value, the process moves to step 9; otherwise, it proceeds to the next step.
8	Logging of the previous value		System	The system logs the current row, specifying the closing date and the effective date of the new row.
9	Creating a row with modified data		System	Based on the edited data, a new row is created.

1.2.5.14 System Functionality Configuration Module

The module manages configurations required for the functionality of all other modules, as well as general configurations. Management must be carried out directly from the System interface by system administrator. A history of the changes made must be also maintained.

The application of functional logic, process flows, and other workflows within the system requires the use of predefined variables. To ensure system flexibility, a special interface tool must be designed for system administrator to manage these variables. These variables, besides being used within the business process they were created for, must also be accessible as named variables within the Rules Management Module.

The variables may be numeric, percentage-based, time-based, or any combination of these. For example: a specific variable may define a time period of 2 years, after which the Archiving action can be applied within an application. A file size variable may define the maximum allowed size for uploaded files. Once modified by the administrator, these changes take effect immediately or from a specified time. All changes must be logged for historical tracking.



Step	Action	Criteria	Executor	Description
1	Proceed to the relevant interface	-	Administrator	The user navigates to the system interface where the configuration management to be modified is carried out.
2	Configuration of the selected variable	-	Administrator	The user edits the variables applied for configuration purposes.
3	Instruction to save changes	-	Administrator	The user instructs the system to save the changes.
4	Comparison of the variable's value	-	System	The system compares the new value with the validation conditions.
5	-	Value acceptable	System	If the entered value is acceptable, the next step is performed; otherwise, step 8 is proceeded to.
6	Saving configuration	-	System	The system saves the new value(s) of the selected configuration, closing the previous values with the date of the action and logs them.
7	Adjusting system's operation according to configurations	-	System	Starting from the specified date for applying the change, the system functions that use the variable apply the new value.
8	Displaying error message	-	System	The user sees the relevant error message.

1.2.5.15 Activity Logging Module

The module should automatically log the actions performed by users of the System. For users with special roles, the interface should provide the ability to search and export data from the logged history. To free up server space, the history is automatically cleaned, retaining only the period configured by system administrator (for example, the history of the previous 6 months is always available).

The system must include a logging module to record user actions.

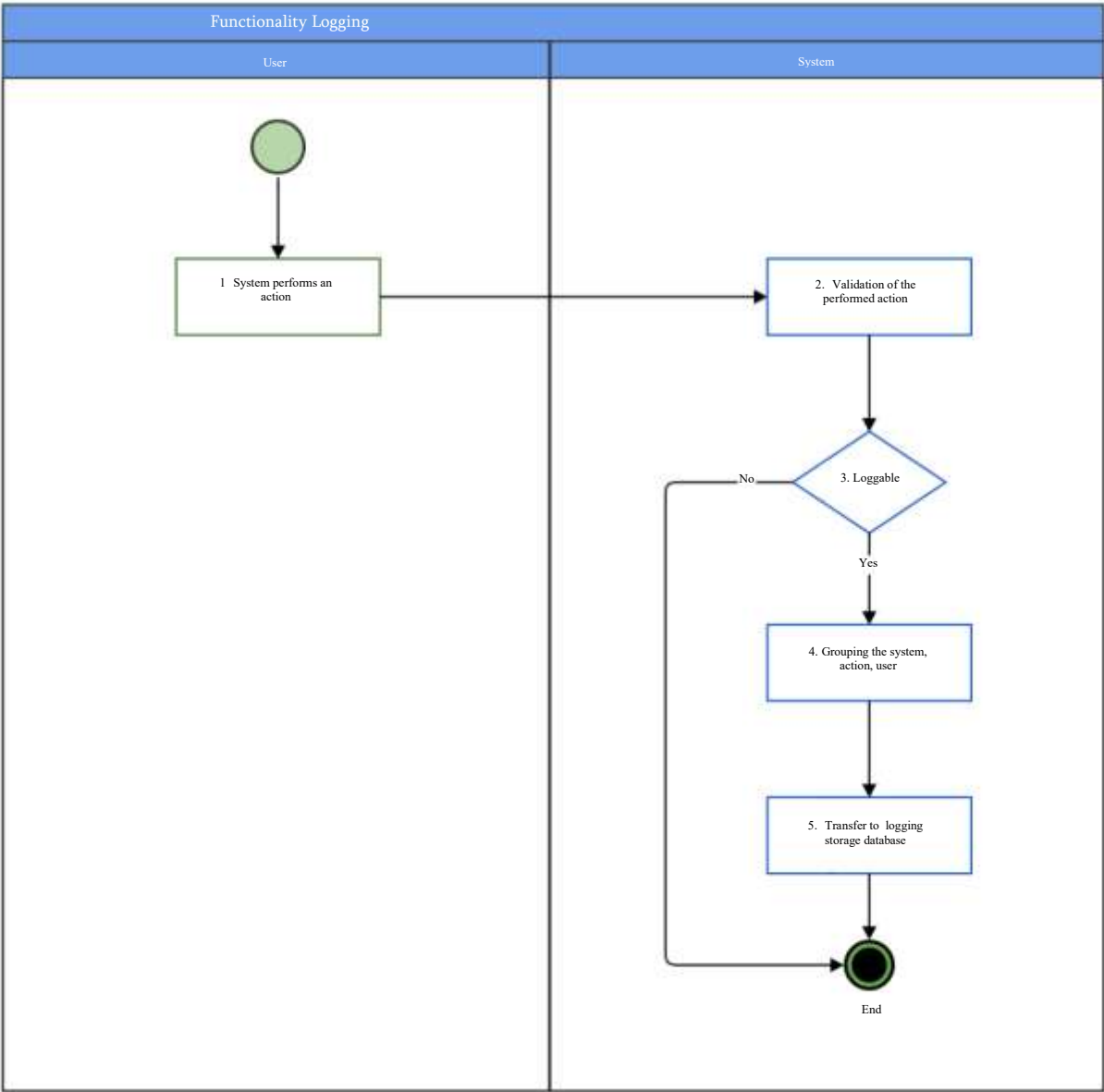
This module is strictly for internal use, has no impact on business processes within the system, and is managed exclusively by system administrator through a dedicated interface. The administrator can search using predefined parameters and export retrieved data.

The main search parameters include module, electronic document, user, action, status, and time range.

The retrieved data must be exportable in specific file formats (XLSX, CSV).

Since the system has a multi-module structure, diverse users, and numerous actions, which will require storing hundreds of thousands of records, the Contractor must propose a non-relational data storage model. This model should ensure system performance while preventing overload of the primary operational database.

A tool must be designed for the administrator to delete log data for a selected time range with a single instruction.



Step	Action	Criteria	Executor	Description
1	System performs an action		User	User performs an action in a module of the system.
2	Validation of the performed action		System	The system, automatically and invisibly, performs the action’s logging without hindering the user’s subsequent actions.
3		Loggable	System	If the action performed by the user is deemed loggable, the next step is executed; otherwise, no other action is performed.
4	Grouping the system, action, user		System	The system automatically preserves the information, including the user’s data, the module in which the action was performed, the action itself, the identifier of the document on which the action was performed, and the time of the action.
5	Transfer to logging storage database		System	The formed information is stored in the data repository for logging.

1.2.5.16 Data Management Module

A data management module must be designed and implemented in the system, through which system administrator manages all the formats and structures of the collected data. Management must be carried out via a specially designed interface for this purpose, and changes take effect immediately. The modification must be made without the need for any module of the System to be re-released or halted, and it must not involve any intervention in the localized program code of any module or the data repository.

The processing of electronic documents within the system requires data entry. Depending on the nature of the data, it follows a predefined structure (text, integer, decimal number, date, etc.) and format (e.g., varchar(255), number(8), float(15,4), date, timestamps).

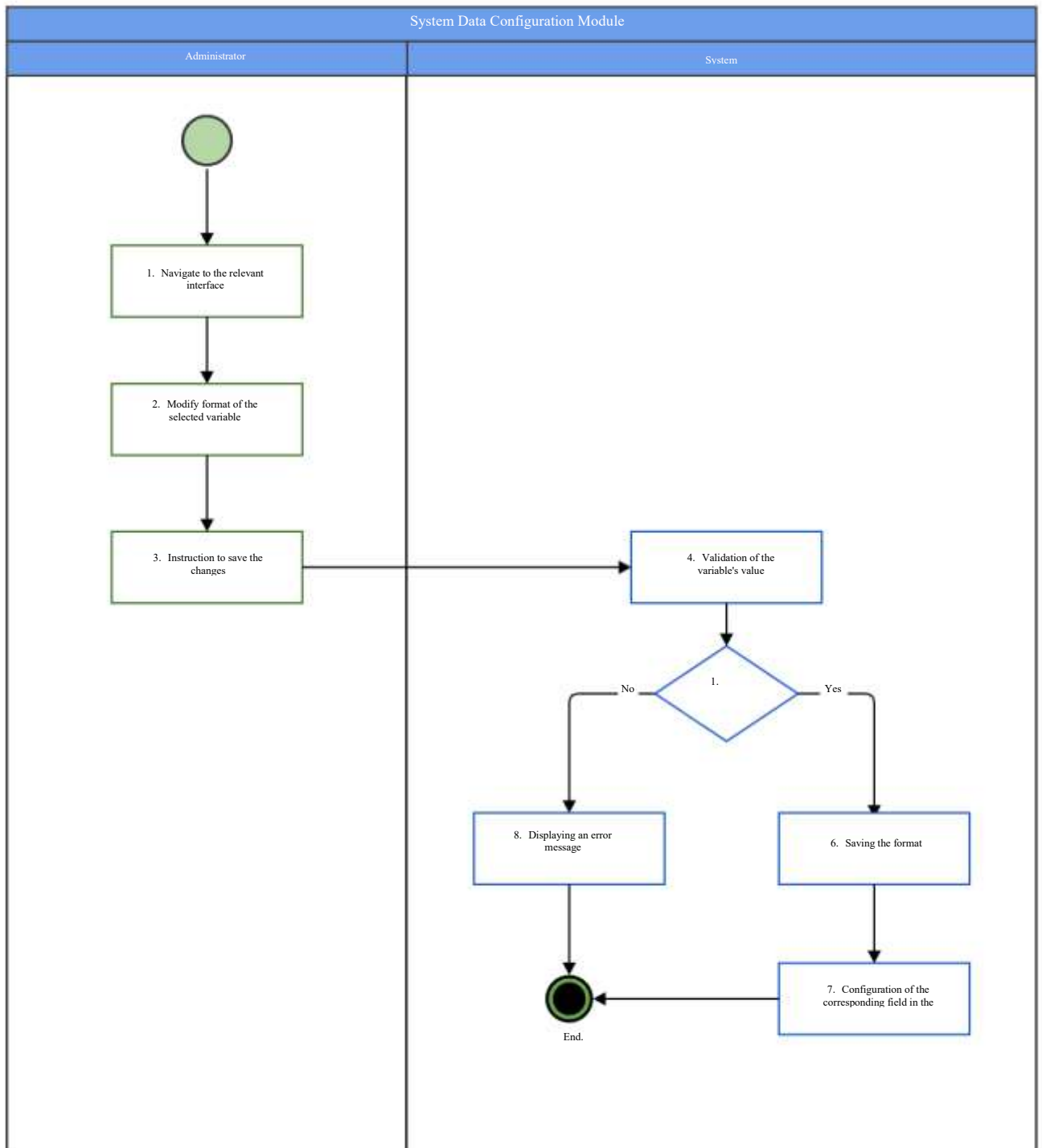
Based on these structures and formats, the system applies validation rules within the relevant module interfaces, while the corresponding database table columns maintain their predefined formats.

To ensure system flexibility, a special tool must be designed for system administrator, allowing them to manage the structure and format of these variables.

The application of changes does not require system downtime, re-release, operating system or database reconfiguration, modifications to the program code, localization-related updates, or intervention from technical support staff or developers. All actions are performed directly through the interface.

The system must also warn the administrator when attempting to assign a smaller format than what is already used for stored data.

The administrator can only control the validation of structure and format at the interface level, meaning that the database schema remains unchanged, and only data entry restrictions are applied at the interface level.



Step	Action	Criteria	Executor	Description
1	Navigate to the relevant interface		Administrator	Navigates to the system interface, where they modify the variable that is subject to change.
2	Modify format of the selected variable		Administrator	Edits the format of the selected variable.
3	Instruction to save the changes		Administrator	Instruct the system to save the changes.
4	Validation of the variable's value		System	The system performs a validation of the new format.
5		Value is allowed	System	If the entered format is allowed, the next step is performed; otherwise, the process moves to step 8.
6	Saving the format		System	The system saves the new value of the selected format, the old value is closed with the date of the action, and a history entry is made.
7	Configuration of the corresponding field in the interface		System	For the application of the change, starting from the specified date, in the system interfaces where the variable is used, validation of the entered data's conformity with the new format is performed.
8	Displaying an error message		System	The user sees corresponding error message.

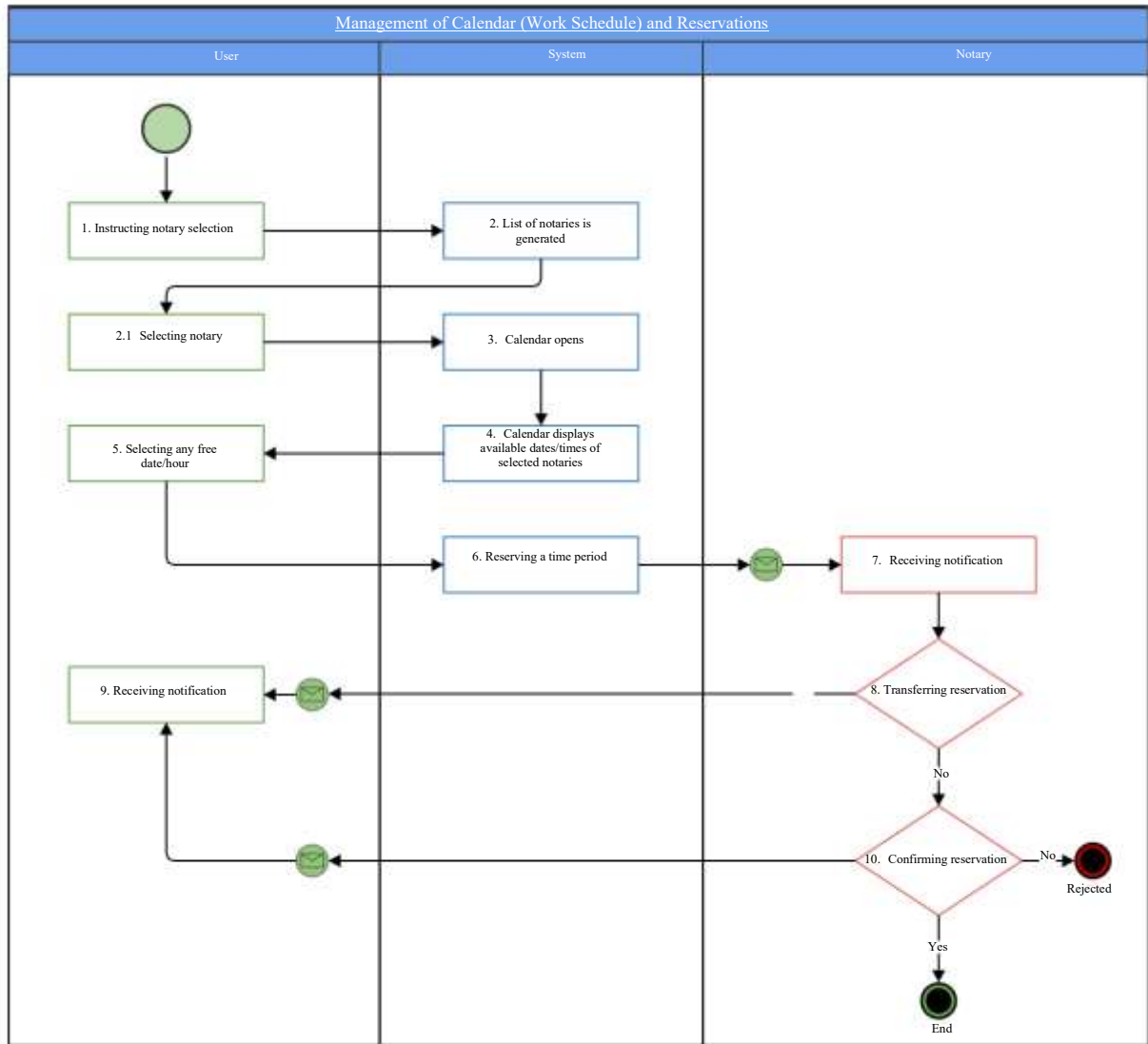
1.2.5.17 Management Module for Calendars (Work Schedules) and Reservations

The module facilitates the management of calendars and reservations for the needs of the System. The calendar section reflects information regarding the working hours and availabilities of notaries. In the reservations section, users can select and reserve a preferred time slot for performing notarial functions, taking into account the data from the calendar and existing reservations (available free days/times).

System administrator manages the work and non-working/holiday days and hours through the calendar, which regulates user access to services, permissions for certain processes, and deadline monitoring within the system. Additionally, the calendar tracks employee leaves and records

of incapacity for work. The calendar is used for scheduling and managing reservations. The calendar is influenced by the notary, the system, and public users:

- Public users select a notary, after which the system automatically generates a list of available notaries based on configured logic and rules. One of the criteria for selection is the notary’s work schedule. The notary's available time slots are displayed in the calendar, and the user selects a free date/time. Depending on the application type, the system automatically reserves a specific time slot, which is then blocked for others. The duration of the reservation is determined in the reference tables, based on notary-service-duration parameters.
- The notary, upon receiving a reservation notification, can either confirm or reject the reservation. The notary also has a tool to reschedule the appointment. The public user receives a notification regarding the confirmation or rescheduling.



Step	Action	Criteria	Executor	Description
1	Instructing notary selection	-	User	A public domain user initiates the selection of a notary.
2	List of notaries is generated	-	System	A list of notaries is automatically generated based on the system’s predefined logic and rules.
2.1	Selecting notary	-	User	From the displayed list of notaries, select the notary.
3	Calendar opens	-	System	Depending on the selected notary, the corresponding calendar is opened.
4	Calendar displays available dates/hours of selected notaries	-	System	The calendar displays the available dates/hours from the selected notaries’ work schedule.
5	Selecting any free date/hour	-	User	The user can select any free date/hour from the calendar.
6	Reserving a time period	-	System	The system automatically reserves a period of time based on the selected application type (time periods are defined in reference tables using the notary-service-duration mapping method), preventing its selection for other users.
7	Receiving notification	-	Notary	The notary receives a notification regarding the reservation.
8	-	Transferring reservation	Notary	The notary is provided with a tool to reschedule the reservation.
9	Receiving notification	-	User	If the notary reschedules the reservation, the user receives a notification about the change.
10	-	Confirming reservation	Notary	If not, the process moves to step 10.

1.2.5.18 Forms Management Module

The module is designed for the management and application of frequently used forms (templates) during the execution of notarial work. The forms represent machine-readable documents with a specific

structure, in which the main texts remain the same for the function for which they are intended. Only the parties, subjects, and the object of the application change. The module should enable the generation of a variant based on the selected application's details and the existing form.

The module should allow for the following actions: creating forms, managing forms, and generating documents based on forms. It should also provide the administrator the ability to define/separate templates according to notaries, while configuring unique forms for each notary

The module must provide the necessary tools for managing and using forms required in notarial operations.

The module must support the following actions: creating forms and generating documents based on forms.

1.2.5.18.1 Forms Creation

Forms are created by uploading files in the appropriate format (JSON, XML). The form file consists of text written in the corresponding markup language, combined with variable references that link to data collected during application processing.

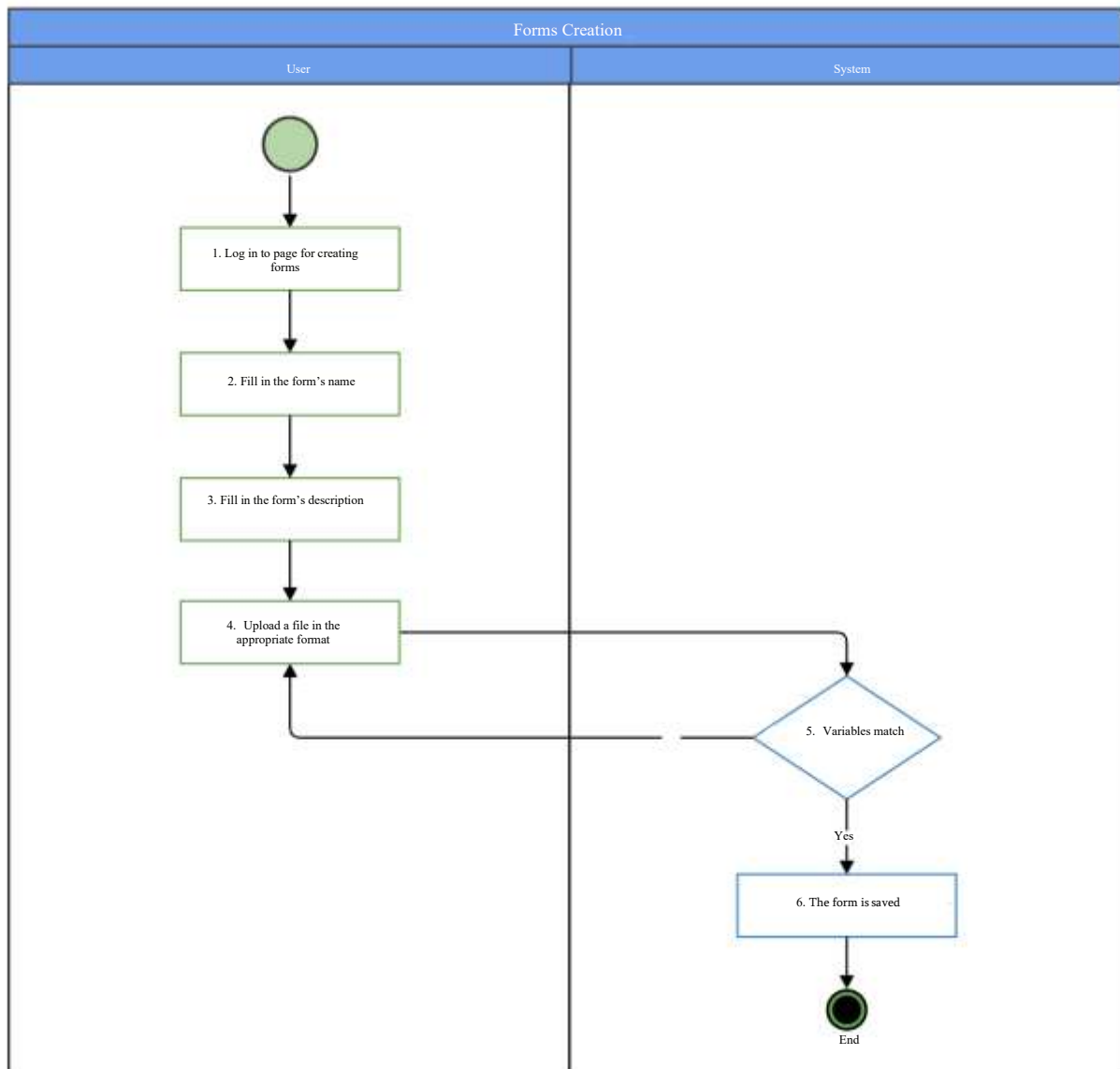
When adding a form, the user must enter the template name, a description, and upload the JSON or XML file. A form file may look as follows:

"I, \${data.seller}, am selling my vehicle, a \${data.car.model} with license plate number \${data.car.plate}, to the buyer \${data.buyer} for \${data.amount} AMD."

The system validates the variables in the file, and if all variables match those configured in the system, the form is saved and becomes available in the user's forms' list.

The system allows exporting saved forms in JSON or XML format for further editing or creating new forms. There is no limit on the number of forms a user can create. Forms can be created by both applicants and notaries.

Forms created by notaries must be accessible to all applicants associated with that notary.



Step	Action	Criteria	Executor	Description
1	Log in to the page for creating forms	-	User	The user accesses the page for creating forms.
2	Fill in the form’s name	-	User	When adding a form, the user fills in the form’s name as visible in the system.
3	Fill in the form’s description	-	User	When adding a form, the user fills in the form’s description as visible in the system.
4	Upload a file in the appropriate format	-	User	The user uploads a file in the appropriate format (JSON, XML).
5	-	Variables match	System	The system verifies the validity of the variables in the file. If all variables match those configured in the system, the process moves to step 6. If not, the process returns to step 4 with an appropriate error message.
6	The form is saved	-	System	The form is saved in the system. It becomes available in the user’s forms section. The system allows exporting the saved form as a JSON or XML file for further editing or creating a new form with modified content.

1.2.5.18.2 Application of Form

The module must be integrated with the Applications Module, ensuring that forms are accessible within applications.

When selecting an application, the user issues "Select from System Forms" instruction. The system displays the available forms configured for the specific notary, user, or cadastre committee.

After selecting the required form, the user issues "Generate" instruction. As a result, the system automatically generates a formatted document, applying the form text and filling in the variables with data from the application.

For example, using the previously mentioned form, if the application contains the following data:

Seller: Aram Aramyan

Buyer: Hayk Haykazyan

Car model: Opel

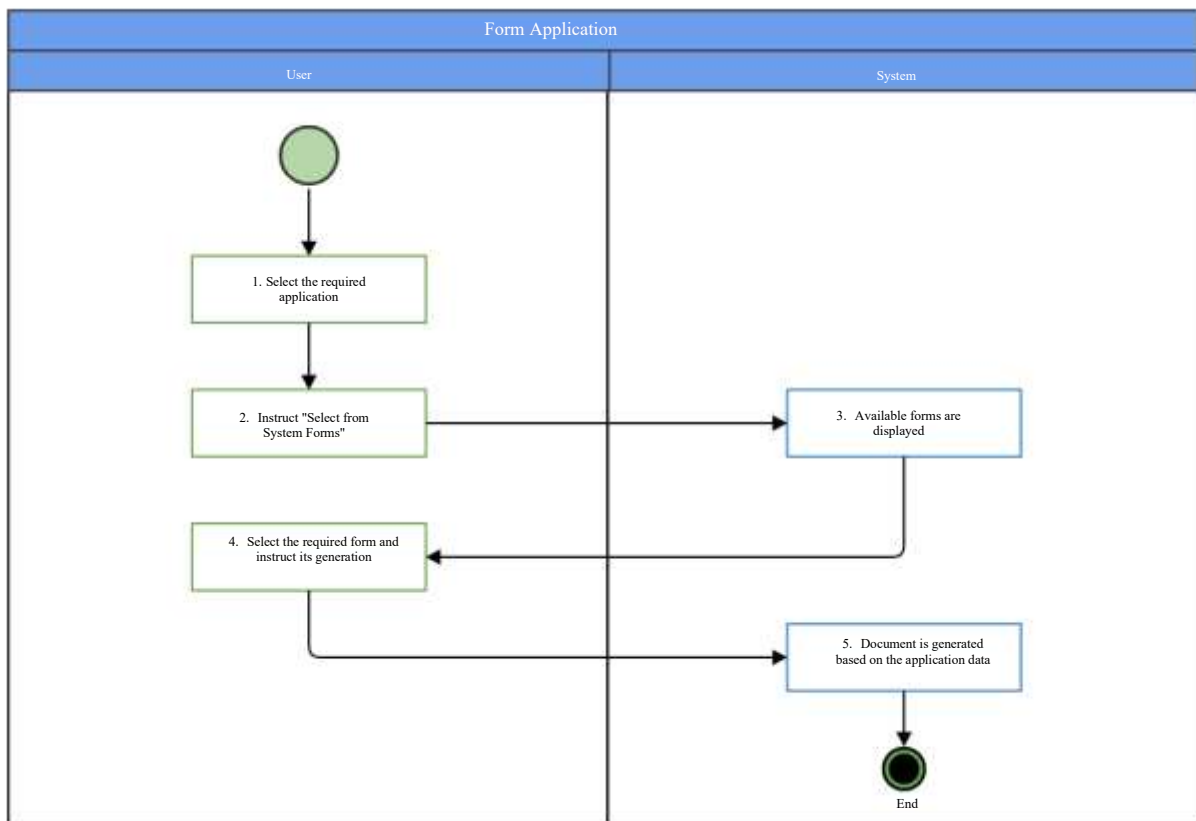
License plate: 01AA001

Price: 1,000,000 AMD

The system will generate the following text:

"I, Aram Aramyan, am selling my vehicle, an Opel with license plate number 01AA001, to the buyer Hayk Haykazyan for 1,000,000 AMD."

At the time of system deployment, the Contractor must ensure that each notary has the required forms configured according to their specific needs.



Step	Action	Criteria	Executor	Description

1	Select the required application	-	User	The user selects the required application.
2	Instruct "Select from System Forms"	-	User	After selecting the application, the user instructs "Select from System Forms."
3	Available forms are displayed	-	System	The system displays the available forms configured for the selected notary, the user, and the Cadaster Committee.
4	Select the required form and instruct its generation	-	User	After selecting the required form, the user instructs its generation.
5	Document is generated based on the application data	-	System	The system automatically generates the corresponding document by applying the form's text section, the data contained in the application, and the variable values.

1.2.6 Video Conference Component Requirements for the Electronic Notary Project.

1.2.6.1 General Overview

- 1.2.6.1.1 The Video Conference Component shall function as an independent, self-hosted module within the electronic notarial system architecture. It must be deployed on government-controlled infrastructure and integrated securely with the main system via well-defined APIs. This ensures operational autonomy, data privacy, and compliance with national security policies. The component shall:
- 1.2.6.1.2 Operate independently but seamlessly communicate with other system modules through RESTful or equivalent API interfaces.
- 1.2.6.1.3 Support authentication and authorization workflows coordinated with the central system.
- 1.2.6.1.4 Provide real-time video conferencing services exclusively within the scope of the electronic notary process.
- 1.2.6.1.5 Be deployable on-premises or in government-approved cloud environments, maintaining strict control over data residency and access.
- 1.2.6.1.6 Be designed as a reusable and modular solution that can be adapted or extended for use in other government or public sector projects requiring secure video communication.

1.2.6.2 Functional requirements

1.2.6.2.1 Video Conference Capabilities

Support for individual video calls, group video calls, and webinars.

High-definition video streaming with adjustable resolution based on network bandwidth (minimum 720p @ 30fps).

Screen sharing capability during video calls.

Virtual backgrounds, filters, and other video quality enhancement features.

Recording of video calls and webinars with playback functionality:

- No time limit on recordings.
- Recordings must include a timestamp indicating the date/time and duration of the recording.
- Recorded files must be stored in a network storage location specified during installation.

1.2.6.2.2 Meeting Management

- Schedule, update, and cancel meetings through calendar integration using API calls (e.g., Google Calendar, Outlook).
- Generate unique meeting URLs or access keys for each scheduled meeting.
- Send email notifications and reminders to participants with detailed meeting information and access instructions.

1.2.6.2.3 Participant Management

- Support integration with external authentication services.
- Allow participants to join meetings as guests or as authenticated users with Single Sign-On (SSO) access.
- Manage participants' audio/video settings, mute/unmute participants, and assign roles (e.g., Presenter, Viewer).

1.2.6.2.4 Participant Management

- Encryption and hashing of video and audio streams to ensure high-level security.
- Compliance with data protection regulations during user data processing and recording management.

- Role-based access control (RBAC) to restrict access to video call functionalities and content.
- Secure encryption of all recorded meeting files to maintain confidentiality.
- Recorded files must include timestamping to prevent any content modification.

1.2.6.3 Non-Functional Requirements

1.2.6.3.1 Scalability

- Ability to increase the number of users per meeting.
- Mechanisms to manage and regulate meeting load.
- 2.2 Reliability and Availability
- High-availability architecture with backup servers, failover mechanisms, and recovery plans.
- The system must be deployable on cloud servers. The use of cloud services is highly preferred.
- Service Level Agreement (SLA) for uptime, latency, and incident response.

1.2.6.3.2 Performance

- Low latency and minimal jitter during video calls.
- Optimized bandwidth usage with bitrate streaming to ensure smooth video playback under various network conditions.

1.2.6.3.3 Compatibility

- Full compatibility with all web browsers (Chrome, Firefox, Safari, Edge), desktop applications (Windows, macOS), and mobile devices (iOS, Android).

1.2.6.3.4 Developer Experience

- Well-documented API with code examples, SDKs, and developer guides for easy integration and customization.
- Developer support and discussion forums for troubleshooting, feature requests, and feedback review.

1.2.6.3.5 Compliance with Requirements

- Adherence to design standards and regulations in the areas of accessibility (e.g., WCAG), functional compatibility (e.g., SIP, WebRTC), and security (e.g., ISO 27001).

1.2.7 System Integration and Interoperability

1.2.7.1 The system **MUST** include a comprehensive, independent integration module designed to ensure seamless interoperability with information systems of external participants. This module **MUST** enable secure and standardized data exchange in full compliance with the Armenian National Interoperability Framework, with particular emphasis on the use of the X-Road national interoperability platform as the mandatory infrastructure for all data integrations and exchanges.

Key requirements include:

- Full compatibility with X-Road, ensuring the system can consume and expose services according to X-Road’s architecture, protocols, and interface standards.
- All system integrations and data exchanges **MUST** be conducted exclusively through the X-Road platform to guarantee security, reliability, and compliance with national standards.
- The integration module **MUST** support interaction with both existing and newly developed modules without requiring significant structural changes to the system.
- Users must be able to input data through system interfaces as well as via web services, without direct system access.
- The system **MUST** support uploading data in common formats such as XLSX and CSV.
- All services developed by the system **MUST** be registered in the national interoperability catalog and designed for reuse by other relevant public sector systems (e.g., Consulates).

1.2.7.2 Data exchange may be triggered by:

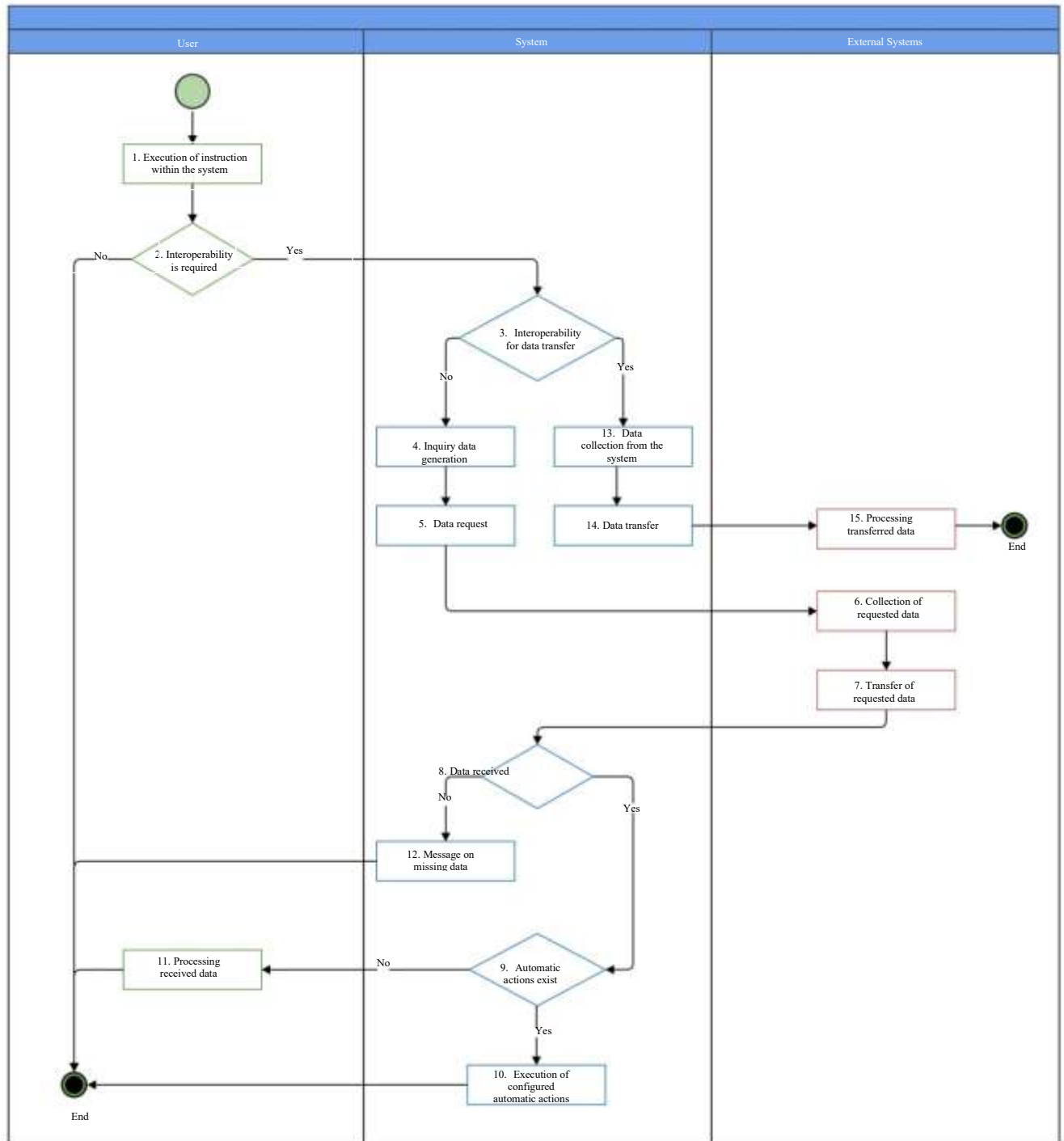
- Circumstances arising from the System's functional logic,
- User-invoked instructions (queries) during data entry, or
- Signals received from external systems.

1.2.7.3 Interoperability and Data Exchange Process Flow:

Step	Action	Criteria	Executor	Description
1	Execution of instruction within the system.	-	User	The user provides instruction within the system.

2	-	Interoperability is required	User	If the executed instruction or the action taken as a result of the instruction triggers interoperability, the next step is executed; otherwise, the function is not provided.
3	-	Interoperability for data transfer	System	The system checks whether the interoperability is directed towards transferring data to the electronic systems of external authorities. • If yes, the process moves to step 13. • Otherwise, the next step is executed.
4	Inquiry data generation	-	System	The system retrieves the data of the participants for the inquiry, according to the predefined format and layout for inquiry execution.
5	Data request	-	System	A data request is made from the electronic systems of external authorities.
6	Collection of requested data	-	External systems	The electronic systems of external authorities collect the requested data.
7	Transfer of requested data	-	External systems	The electronic systems of external authorities send the requested data to the system, in accordance with the specified format and layout.

8	-	Data received	System	If the inquiry results in received data, the next step is executed; otherwise, the process moves to step 12.
9	-	Automatic actions exist	System	If, as a result of processing the received data, automatic actions are configured in the system, the next step is executed; otherwise, the process moves to step 11.
10	Execution of configured automatic actions	-	System	The system executes the functional processes that are defined for automatic actions resulting from the data retrieval.
11	Processing of received data	-	User	The user is shown the data obtained through interoperability, where the functional processes are processed according to the purpose for which the data was received.
12	Message about missing data		System	The system displays a message indicating that no data was found as a result of the inquiry. No further actions follow.
13	Data collection from the system		System	The system collects data based on the functional rationale for transmission, in the predefined format and layout.
14	Data transfer		System	The system executes data transfer.
15	Processing of transferred data		External systems	The electronic systems of external authorities process the received data.



1.2.7.4 The data exchange **MUST** be conducted via industry-standard APIs (preferably RESTful, but SOAP or GraphQL may be used where technically justified). The Supplier **MUST** define the following during the project execution phase:

- Data structure,
- Exchange method,

- Timing of occurrence.
- 1.2.7.5 If an external party is not ready for interoperability, the System **MUST** be designed to allow future integration, where feasible. Until then, the System **MUST** provide manual data entry functionality through designated roles in the interface.
- 1.2.7.6 Interoperability with each platform **MUST** follow a clearly defined business process logic, using mutually agreed formats and data structures. For each integration, a descriptive document **MUST** be provided, detailing:
- Data structure of exchanged information,
 - Validation conditions,
 - Queries and responses,
 - Error messages,
 - Example calls.
- 1.2.7.7 Below are the minimum entities and information systems for which integration and/or interoperability must be ensured (or provisioned for future implementation).

	Platform
1.	State Population Register (SPR)
2	State Register of Legal Entities (SRLE)
3	Cadaster Committee Information System (e-Cadaster)
4	Information Center of the Ministry of Internal Affairs of the Republic of Armenia
5	Traffic Police Information System of the Ministry of Internal Affairs of the Republic of Armenia
6	CSARA Electronic System of Civil Status Acts Registration Agency
7	Information System of the Compulsory Enforcement Service (CES)
8	Ministry of Health
9	Information System of the Unified Social Service
10	Central Depository
11	Judicial Department
12	Official Website for Public Notifications
13	Statistics Committee
14	Central Bank Financial Monitoring Center (FMC)
15	Ministry of Justice
16	National Postal Operator of the Republic of Armenia (HayPost)

17	Commercial banks and payment settlement organizations
18	Unified Electronic Justice Platform

1.2.7.8 The platform **MUST** facilitate data exchange with other information systems. During the design phase, the Supplier must analyze other possible interoperability options within the logic of notarial functions and present them to the Purchaser . If approved by the Purchaser , the interoperability must be implemented within the scope of the Contract. If, during the design of the system, other platforms, information systems, and/or databases emerge that could facilitate the automation of any action performed by the System or the automatic exchange of data, they must also be designed and implemented by the Supplier within the framework of the Contract.

1.2.7.9 **State Population Registry (SPR)**

The SPR electronic system is considered the sole valid repository for the central and local registries of the population of Armenia. The system must have one-way interoperability with it. The interoperability should be carried out through data inquiring.

Obtaining passport data	<u><i>Inquiry</i></u> • Passport series, number • Personal identification number (HIN) • First name, last name <u><i>Response</i></u> • All documents ever issued to the individual • Their statuses • Data stored according to each document type: first name, last name, patronymic, birthdate, issued, valid, nationality, gender, etc. • Photograph <u><i>Result</i></u> • Data from the document with a valid status are filled in the corresponding fields of the interface. • Data from other documents are stored as related information and can be viewed.

1.2.7.10 **State Register of Legal Entities (SRLE)**

The SRLE electronic system is the owner of the data of registered legal entities. The system must have one-way interoperability with it.

Obtaining organization data	<u><i>Inquiry</i></u>

	• Passport series and number of users who are parties to the transaction. The SRLE inquiry must be based on some company data, such as Public Services Number (PSN). • TIN <u>Response</u> • TIN • Name • Legal form • Legal and operational address(es) • Statuses • Director details • Beneficial owner(s) • Shareholders <u>Result</u> • The received data are filled in the corresponding fields of the interface.

1.2.7.11 Cadastre Committee

In Armenia, the registration of immovable property is the responsibility of the Cadastre Committee. For notarial transactions involving immovable property, the required data must be obtained from the Cadastre Committee. Considering that certain queries may require the involvement of the committee's specialists for data collection, the interoperability should be bilateral.

Obtaining data on property(ies) registration	<u>Inquiry</u> • Registration certificate number • Cadastre code • Address • Unique inquiry code <u>Response</u> • Registered address (location of the property, not the registration address) • Cadastre code • Area • Land parcel code (if available) • Land parcel area (if available) • Owner(s) • Other <u>Result</u> • The received data are filled in the corresponding fields of the interface.

Obtaining a unified reference	<u><i>Inquiry</i></u> • PSN/TIN • Registration certificate number • Information on cadastre service fees • Unique inquiry code • Unified reference (in base64 format) <u><i>Response</i></u> • Data regarding rights • Data about restrictions/limitations <u><i>Result</i></u> The received data are filled in the corresponding fields of the interface and affect the processing of the application, either allowing continuation, suspending the process, or serving as a basis for the completion of the transaction.
Transfer of transaction conducted with the property	<u><i>Transfer</i></u> • Document number • Document date • Title • Content • Attachments • Transaction parties • Party type (individual/legal entity) • Passport data, PSN • Type of transaction • Subtype of transaction • Service identifiers • Log in to authority • Division • Authorized person • Document signer • Document type <u><i>Response</i></u> • Confirmation of the execution of the action related to the property • Certificate (in base64 format) • Link in the e-Cadastre system <u><i>Result</i></u> Users receive a notification in the system regarding the registration of the transaction result by the Cadastre Committee.

1.2.7.12 Ministry of Internal Affairs Information Center

Police Information Center is equipped with an electronic system that processes data on all types of offenses committed by citizens, including fines, arrests, detentions, and their related details such as articles, duration, and so on.

In cases where data on the legal violations or search status of individuals involved in the transaction are required, such data must be obtained from the electronic system of the Police Information Center. The interoperability between the system and the Police Information Center’s electronic system should be one-way.

Obtaining data on the parties' previous/current legal violations/crimes from the Police Information Center	<u><i>Inquiry</i></u> • Passport series and number of users who are parties to the transaction • PSN <u><i>Response</i></u> • Data on legal violations/crimes • Data on whether the individual is under investigation <u><i>Result</i></u> • Notification to the notary regarding any existing restrictions and limitations.

1.2.7.13 Ministry of Internal Affairs Vehicle Registration System

In Armenia, the registration of vehicles is the responsibility of the Ministry of Internal Affairs’ registration division. A significant portion of notarial transactions pertains to the ownership and operation of movable property. The system must be integrated with the vehicle registration system.

Obtaining vehicle data	<u><i>Inquiry</i></u> • State registration number • Registration number or • Right registration number <u><i>Response</i></u> • VIN number • State registration number • Registration number • Make • Model • Year of manufacture

	• Color • Owner’s first name and last name • Owner’s passport details • Owner’s address • Ownership registration date • Ownership registration number • Information on restrictions/limitations <u>Result</u> • Limitation on transaction continuation if legal violations affecting the transaction have been detected • Request for additional data based on the type of legal violation • Transaction suspension in case of investigation, initiation of legal actions.
Transfer of a notarial transaction related to a vehicle	<u>Transfer</u> • Party(ies) details • Information required for the vehicle identification number (VIN) • Information on service fees related to vehicle registration • Unique inquiry code <u>Response</u> • Confirmation of the execution of the required action with respect to the property <u>Result</u> Users receive a notification in the system regarding the registration of the transaction result by the Ministry of Internal Affairs.

1.2.7.14 Civil Status Acts Registration Agency (CSARA)

The function of CSARA is the registration of civil status acts in Armenia (birth, death, marriage, divorce, etc.). The system’s interoperability with the Civil Status Acts Registration System (CSARS) must ensure the receipt of information about participants’ state-registered acts during the processing of the application. The system should have one-way interoperability with CSARS.

Obtaining registered acts	<u>Inquiry</u> • Passport series, number • PSN <u>Response</u>

	• All civil status acts ever registered for the individual and personal details of the participants, including parents, siblings, marriage/divorce, child's birth, paternity recognition, adoption, name change, death registration <u>Result</u> • The received data is populated into the relevant fields of the interface for creating connections with the transaction parties. • The system, based on the data matching, automatically displays messages regarding the need for possible additional actions depending on the nature of the transaction.

1.2.7.15 Compulsory Enforcement Service (CES)

According to the provisions of the Notary Law, for certain types of transactions, the notary is responsible for issuing orders related to the recovery of money. In Armenia, the functions of money recovery are entrusted to the Compulsory Enforcement Service (CES). The system must ensure interoperability with the system that handles the processing of enforcement orders by ES.

Confiscation Order Transfer	<u>Transfer:</u> • Identifiers of the notary and notarial area • Order number, location, and date • Applicant's details (passport number or TIN) • Debtor's details (passport number or TIN) • Verification status • Recovery claim amount • Accrued fines/penalties, interest, other payment amounts, and calculation start dates • Notarial service fee and its payment status <u>Response:</u> Confirmation of injunction based on the order <u>Result:</u> The case number is reflected in the system

1.2.7.16 Ministry of Health

During the execution of notarial functions, one of the valid documents for the involvement of a Party is information regarding the person's mental health status. Specifically, it is necessary to verify the person's registration status in relevant types of medical institutions operating under the Ministry of Health. Given the above, it is essential to ensure one-way interoperability with the relevant system of the Ministry of Health.

Registration Request	Data	<u><i>Inquiry</i></u> • Passport series, number • PSN <u><i>Response</i></u> • Registration status (yes/no) • Registering institution(s) • Registration period(s) • Disease (in case it is not confidential) <u><i>Result</i></u> • The received data is filled in the relevant fields on the interface. • Based on the combination of the received data, the system provides the Notary with a notification regarding any existing restrictions or limitations related to the nature of the transaction.

1.2.7.17 MLSA Unified Social Service

During the implementation of notarial transactions, the object may include pensions and other social payments provided by the state to an individual. The accounting of these amounts in Armenia is carried out by the Unified Social Service of the Ministry of Labor and Social Affairs (MLSA). It is necessary to establish one-way interoperability with this system.

Data Request on Pensions and Other Social Payments	<u><i>Inquiry</i></u> • Passport series, number • PSN <u><i>Response</i></u> • Registration status: present/not present • Type(s) of payment • Amount

	<u><i>Result</i></u> The received data is filled in the corresponding fields on the interface.

1.2.7.18 Central Depository

The Central Depository manages the securities issued by joint-stock companies. It is also the custodian of the pension funds in Armenia and the registry manager of the participants. The system should ensure one-way interoperability with the Central Depository.

Data Request on Securities	<u><i>Inquiry</i></u> • Passport series, number • PSN • Response: <u><i>Issuer's details</i></u> • Quantity of securities of the specified class • Nominal value • Other <u><i>Result</i></u> The received data is filled in the appropriate fields of the interface.
Data Request on Securities Issued by the Organization	<u><i>Inquiry</i></u> • TIN) <u><i>Response</i></u> • Registered owners of registered securities • The number of securities of a given class owned by each owner • The total number of securities of that class • Nominal value <u><i>Result</i></u> The received data is filled in the corresponding fields of the interface and affects the processing of the application by allowing continuation, suspending the process, or serving as the basis for the completion of the transaction.
Data Request on the Person’s Cumulative Pension Balance	<u><i>Inquiry</i></u> • Passport series and number • TIN <u><i>Response</i></u> • Fund

	• Information regarding shares • Nominal value • Other <u>Result</u> The received data is filled in the corresponding fields of the interface.

1.2.7.19 Judicial Department

In the process of handling notarial requests, it is necessary to verify the capacity of the parties involved. Courts issue a ruling on declaring an individual incapable or limiting their capacity. Therefore, it is essential to ensure the integration of the System with the internal system of the Judicial Department.

Inquiry regarding the Person's Capacity	<u>Inquiry</u> • Passport series and number • TIN <u>Response</u> • Status • Date of the ruling declaring incapacity • Case number • Other <u>Result</u> • The received data is filled in the corresponding fields of the interface. Based on the combination of the obtained data, system operations are activated according to the logic of the functionality.

1.2.7.20 Official Public Notices Website of the Republic of Armenia (azdarar.am)

Implementation of notarial activities requires the provision of information, data, and notifications about the parties involved in a transaction. The integration of the system implies that the majority of these notifications will be carried out either within the system itself or to the email addresses provided by the participants during the transaction. However, the law on notaries specifies cases when, in the event of the impossibility of delivering notifications, they must be carried out using public tools. One such tool is the official public notices website of the Republic of Armenia (azdarar.am).

The system must be designed with tools that allow, upon the notary's instruction or when certain triggers defined within the system occur,

automatic notifications related to the transaction to be sent to the mentioned platform.

Notification Transfer to the Platform	<u>Transfer</u> • Notary’s decisions (orders) • Order number, location, date • Information of the informed party • Other details <u>Response</u> • Confirmation of the publication of the notification on the official public notices website <u>Result</u> Confirmation of the notification’s status in the system.

1.2.7.21 Statistical Committee

The system must ensure the exchange of data required by the decision of the State Council on Statistics approved by Decision No. 13-N on February 27, 2020, for submitting the designated report.

Two data exchange methods must be designed within the system:

- The system will automatically generate and send the predefined reporting forms to the Statistical Committee's designated email address at a configured periodic interval.
- The data will be transferred to the Statistical Committee through interoperability. This functionality must be implemented regardless of whether the other party has an electronic system in place.

1.2.7.22 CBA Financial Monitoring Center

According to the provisions of the Law on Notariate, in transactions that may contain information subject to notarial confidentiality as defined by the Law of the Republic of Armenia on Combating Money Laundering and Terrorism Financing, the notary submits a report on the transaction to the authorized body.

The system, when specific configurations are in place, will automatically transfer the relevant data to the authorized body upon detecting a predefined trigger or through a specially configured instruction initiated by the notary.

The authorized body must also be able to request and retrieve data based on inquiries. Therefore, the system must ensure bidirectional interoperability.

Transaction Transfer to the Authorized Body	<u>Transfer</u> • Notary’s decisions (orders) • Order number, location, date • Details of the decision to be processed by the authorized body <u>Response</u> • Confirmation of receipt by the authorized body <u>Result</u> A note in the system regarding the transfer of the transaction.
Transaction Inquiry by the Authorized Body	<u>Inquiry</u> • Transaction number or • Time interval <u>Response</u> • Data specified in the transfer scenario of the requested transaction or • In the case of a time interval inquiry, the transfer of a package of transactions of the specified type <u>Result</u> A note in the system regarding the transfer of the transaction.

1.2.7.23 Ministry of Justice

The notary is required to submit a report on notarial activities to the Ministry of Justice and the Notarial Chamber every quarter, in accordance with the procedure established by the Minister of Justice. With the implementation of the system, the reporting procedure may be revised as follows:

Authorized officials of the recipient departments will be provided with user accounts granting them the right to generate reports in a specific format and layout.

The system will automatically generate and send predefined report forms to the email addresses of the recipient departments’ officials at a configured periodic interval.

If the recipient department has its own internal electronic system, the Supplier must ensure the development of an automated interoperability tool for data transfer during the implementation phase.

1.2.7.24 National Postal Operator of the Republic of Armenia (HayPost)

Regardless of the fact that the system includes a module for executing notifications, certain notarial functions require notifications to be sent via physical mail. In Armenia, the national postal operator is "HayPost" CJSC. The system must ensure interoperability with HayPost.

Since the actual delivery or failed delivery of a mailed notification may trigger further actions with specific time constraints, the interoperability must be bidirectional.

Transfer of Notification Execution Instruction to "Haypost"	<u>Transfer</u> • Notifier's details: Notary's name/surname/residence • Notifier's address • Notified party's details: name/surname • Notification address • Notification message • Type of letter: regular/priority • Execution deadline (as available) <u>Response</u> • Unique tracking number in the "Haypost" system <u>Result</u> • Record of the notification in the system • Fixing of the identification number.
Transfer of the Result of Actions Performed with the Letter from "Haypost"	<u>Transfer</u> • Unique tracking number in the "Haypost" system • Status: delivered/not delivered • Date of action execution • Other collected data <u>Response</u> • Unique tracking number in the "Haypost" system <u>Result</u> • Confirmation of notification execution or recording of non-execution in the system • If necessary, activation of the option for automatic action execution or activation of further instructions by the user.

1.2.7.25 Commercial Banks and Payment and Settlement Organizations

Certain notarial functions, such as inheritance cases, require obtaining information about the bank accounts and balances of individuals involved in the transaction. In Armenia, the banking sector is regulated by the Central Bank.

The system must ensure interoperability for retrieving the required data from commercial banks and payment organizations through the Central Bank.

Inquiry regarding the Person’s Accounts	<u><i>Inquiry</i></u> • Notarial transaction code • Passport details • PSN • Bank(s) code <u><i>Response</i></u> • Bank code • Status: present/absent • Account(s) • Account balances • Other <u><i>Result</i></u> • The received data is filled in the system interface.
Transfer of Details of the Confirmed Transaction to Banks where Accounts/Funds are Held	<u><i>Transfer</i></u> • Transaction registration number, date • Details of the transaction type: heir, guardian, or other • Accounts (corresponding banks and PSOs) – unclear what information payment settlement systems (PSOs) would receive, for example, regarding whether the money is under Idram’s account or similar • Information about the authorized person regarding the accounts and existing funds after the notarial transaction <u><i>Response</i></u> • Confirmation of receipt of the data <u><i>Result</i></u> • Availability of transaction data in banks and PSOs.

1.2.7.26 **Electronic Platform for Unified Court Administration and Case Management**

The Ministry of Justice plans to develop and implement an **Electronic Platform for Unified Court Administration and Case Management**, which will ensure high-level interoperability, connectivity, authentication, management (users, rules, etc.), and navigation between existing and future systems.

Considering this, the overall architecture of the e-Notary system **MUST** be designed with future scalability in mind to integrate as part of a larger system. Specifically, user management, authentication, reference tables, and all other modules must be designed to allow seamless access for authenticated users from other Ministry of Justice systems when Log-in to the e-Notary system. Their permissions and access levels must be determined based on the transmitted data and sessions.

Additionally, if necessary, the e-Notary system **MUST** support automated data transmission to other systems.

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

1.3.1 The Information System **MUST** be supplied and configured to implement the following architecture.

1.3.1.1 Modular Web-Based Architecture

The system must be developed as a web-based software solution with a modular architecture, where each module functions independently while being part of an integrated ecosystem.

The modular approach should allow for independent development, deployment, and scalability of services.

1.3.1.2 Microservices for Inter-Module Communication

All module-to-module and system-to-system communication must use microservices, ensuring scalability, resilience, and loose coupling.

Microservices should expose secure, versioned APIs (REST or GraphQL) and be managed via a service registry and API gateway.

1.3.1.3 Centralized and Distributed Data Management

A central relational database should manage core business data, while non-relational databases (e.g., NoSQL) may support specific module needs such as unstructured data or high-volume access.

A unified data model and standardized directory structure should be applied across all modules for consistency.

1.3.1.4 Authentication, RBAC, and Access Control

The system must support Single Sign-On (SSO) via Central Authentication Service (CAS) for secure and seamless access across all modules.

A centralized User Management Module must implement Role-Based Access Control (RBAC) to:

- Manage user identities, roles, and permissions
- Define access levels per module and service
- Enforce secure, role-based operations system-wide

1.3.1.5 Deployment Flexibility (Cloud-Preferred)

The architecture must be cloud-ready, with a preference for cloud deployment (e.g., AWS, Azure, GCP) to leverage elasticity, managed services, and global availability.

It should also be deployable on-premises when required, using containerization technologies (e.g., Docker, Kubernetes) to ensure consistent environments and portability across platforms.

1.3.1.6 Interoperability and Integration Readiness

The system must include built-in interoperability tools to enable digital integration with external systems and services.

It must support open standards and secure protocols (e.g., HTTPS, OAuth2, JSON, XML) to ensure seamless data exchange and third-party communication.

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

1.4.1 The Information System MUST provide for the following management, administration, and security features at the overall System level in an integrated fashion.

1.4.1.2 Installation, Configuration and Change Management: The system must support secure and controlled installation and configuration procedures, as well as change management features including version control, configuration rollback, and audit tracking of system changes.

1.4.1.3 Operational Monitoring, Diagnostics, and Troubleshooting: Tools must be included for real-time system health monitoring, error logging, diagnostics, and performance metrics, along with alerting mechanisms for fault detection and troubleshooting support.

- 1.4.1.4 User Administration and Access Control: The system must support centralized user administration, including role-based access control (RBAC), multi-factor authentication, session management, and comprehensive audit logging of user activities.
- 1.4.1.5 System and Information Security and Security Policies: The system must enforce robust security policies, including encryption of data at rest and in transit, compliance with relevant security standards, regular vulnerability assessments, and integration with security information and event management (SIEM) tools.
- 1.4.1.6 Back-up and Disaster-Recovery: Automated, scheduled, and encrypted backups must be supported with clearly defined RPO/RTO parameters. A disaster recovery plan must be implemented with failover capabilities and periodic testing of backup integrity.
- 1.4.1.7 Workflow Management: The Information System MUST include a workflow management module designed and implemented to enable the administration of workflows required for the processing of data, electronic documents, and other objects handled by various components of the “E-notary” system. The workflow management logic MUST allow a trained administrator to:
 - Create, edit, and remove or suspend workflows.
 - Define and manage associated input forms, document templates, data validations, and integration of pre-filled data fields.
 - Perform the above activities via a graphical user interface (GUI) and/or dedicated scripts or configuration files, with a strong preference for GUI-based interaction for ease of use and accessibility.

1.5 Performance Requirements of the Information System

- 1.5.1 The Information System MUST reach the following performance levels.
 - 1.5.1.2 The system must be capable of operating in a 24/7 mode.
 - 1.5.1.3 The system's uptime must be above 99.3%. This means that the system’s downtime over the course of a year should be less than 2 days.
 - 1.5.1.4 For maintenance and updates, system downtimes should be planned and must be coordinated with the Ministry of Justice of the Republic of Armenia and Notary Chamber of the Republic of Armenia.
 - 1.5.1.5 Emergency shutdowns of the system should not exceed a continuous 4 hours, unless the cause is the lack of a replacement device for malfunctioning equipment.
 - 1.5.1.6 At the Purchaser ’s request, the Supplier is required to sign a service-level agreement (SLA) regarding the maintenance process.

- 1.5.1.7 The minimum threshold for concurrent active users is set to 10,000 users.
- 1.5.1.8 The number of concurrent queries, which must be processed through the system's designed web services without affecting the system's operability, is set to 1,000 received and responded queries per second, including queries related to data exchange with other government agencies.
- 1.5.1.9 These quantitative indicators should be calculated with an expected annual growth rate of 30% over a period of 10 years.
- 1.5.1.10 Under maximum load conditions, the system's 95% functional response time must not exceed 1 seconds.
- 1.5.1.11 The system must be designed according to the principle of single data entry (each subsystem should receive the necessary data for operation without requiring duplicate data entry).
- 1.5.1.12 There must be direct communication between the modules of the e-Notary system to ensure the sequence and continuity of processes.
- 1.5.1.13 The Video Conference module should be able to handle 200 simultaneous video conferences.

1.6 Cyber Security and Safety

1.6.1 Secure Software Development

The development process must adhere to secure coding practices to prevent common vulnerabilities, using the OWASP Top 10 as a baseline standard. This includes but is not limited to protection against SQL injection, cross-site scripting (XSS), and other critical security risks.

The development process must include regular code reviews and security testing (e.g., static code analysis, dynamic testing).

Security flaws identified during development must be addressed before the software is delivered.

1.6.2. Access Control

Access to the codebase and development and testing environments must be restricted to authorized personnel only.

1.6.3. Source Code Management

The source code repository must be secured with encryption and access controls to prevent unauthorized changes.

All changes to the codebase must be tracked with version control and should include detailed commit messages to ensure traceability.

1.6.4. Testing and Vulnerability Scanning

The software must undergo regular security testing (e.g., static and dynamic analysis) as part of the development pipeline.

Any third-party libraries or components used must be reviewed for security vulnerabilities before being included in the software.

Vulnerabilities must be identified, prioritized, and mitigated before delivery. Security scans should be integrated into the CI/CD pipeline.

1.6.5 Incident Response Procedures

A documented Incident Response Plan must be established, detailing how security incidents are detected, managed, and communicated both internally and externally during implementation and maintenance phases.

1.6.6 Continuous Monitoring and Threat Detection

Proactive threat detection capabilities, including behavioral analysis and advanced analytics tools, must be implemented during the maintenance phase to strengthen ongoing security monitoring.

1.6.7 Data Loss Prevention (DLP)

Explicit DLP solutions must be employed to protect sensitive data across all environments (endpoints, servers, and cloud storage) minimizing the risk of inadvertent data leaks throughout implementation and maintenance.

1.6.8 Security Awareness and Training

Regular, mandatory cybersecurity training must be conducted for all system users, administrators, and relevant personnel during implementation and maintenance phases to mitigate human-centric risks such as social engineering.

1.6.9 Third-Party Security Assessments

Security risks introduced by third-party vendors or partners must be regularly assessed and managed, ensuring supply chain security throughout the project lifecycle.

1.6.10 Independent Penetration Testing

Independent penetration testing shall be performed on the production deployment environment both prior to the system’s operational acceptance during the implementation phase and at the conclusion of the maintenance and support phase, with all related expenses to be covered by the Supplier.

Furthermore, the Supplier is required to conduct penetration testing following any significant modifications or updates to the system to ensure ongoing security and compliance.

All penetration testing activities must be thoroughly documented, with results submitted to the Purchaser. Any identified vulnerabilities shall be promptly remediated, and remediation efforts tracked to satisfactory closure.

1.6.11 Mobile and Remote Access Security

Comprehensive policies must be clearly defined and documented to ensure the security of remote and mobile access to the information system. These policies must include the implementation of Mobile Device Management (MDM) solutions or equivalent technologies to ensure secure interactions for all users accessing the system remotely.

1.6.12 Protection Against DDoS Attacks

Measures must be taken to enhance the level of protection against "service denial" attacks (DDoS attacks).

1.6.13 Server-Level Security

At the server level, security protocols such as SSL, SSH, IPSec, and TLS should be implemented. Additionally, server layers should be segmented to ensure that data flow between server levels can only occur through authorized secure channels.

1.6.13 Application-Level Access Control

At the application level, several access and authorization measures must be implemented to ensure that only designated users are granted authenticated access. The system should allow access for users only through the unified platform "Yes em". Access rights must be role-based, with specific permissions and access levels defined for each role.

1.6.13 Data-Level Security

At the data level, measures must be taken to ensure the security of personal data through a secure database structure. Specifically, the security of personal data at the data level must be ensured in accordance with the procedures for the transfer of personal data via an electronic information system, as established by the RA Government’s Decision No. 1849-N of 19.12.2019, "On establishing the procedure for the transfer of personal data via the electronic information system and repealing Decision No. 192-N of 16 February 2017 of the Government of the Republic of Armenia," and in compliance with Regulation (EU) 2016/679 (GDPR).

1.6.13 Activity and Error Logging

The system must implement **activity logging** and **error logging** for both information and actions. The system software must interact with the databases exclusively through an intermediary **database access proxy server** to log all processes involving the database.

The logging must include, among other information, the time of the action, the IP address, the identity of the user performing the action, and other relevant details.

1.6.13 Session Management

The system should automatically "lock" a user’s session after a predetermined period of inactivity, sending a notification to the user about this action.

1.6.13 Compliance with International Standards

The system should be designed and developed in accordance with the following international standards and/or guidelines:

- ISO 27001
- ISO 27002
- ISO 27037
- ISO 27040
- Regulation (EU) 2016/679 (GDPR)
- OWASP (Open Web Application Security Project) Top Ten

1.6.13 Code Audit

A code audit must be conducted by the Supplier or a third party engaged by the Supplier, with provision of full access to the Purchaser. A comprehensive code audit report must be submitted to the Purchaser.

C. SERVICE SPECIFICATIONS – SUPPLY & INSTALL ITEMS

2.1 Project Management

2.1.1 The Supplier MUST implement project management practices in accordance with a formal methodology (e.g., PMBOK, PRINCE2), ensuring effective planning, execution, monitoring, and control of all project activities.

2.1.2 The Supplier MUST appoint a qualified Team Lead to serve as the main point of contact with the Purchaser throughout the duration of the Contract.

2.1.3 The Supplier MUST prepare a comprehensive Project Management Sub-Plan, which includes, at minimum:

- Project scope and objectives;
- Work breakdown structure and implementation schedule;
- Risk and issue management plans;
- Change control procedures;
- Communication and reporting plans;
- Resource allocation and team roles.

- 2.1.4 The Supplier MUST ensure collaboration with the Purchaser through regular meetings, video calls, written correspondence, and other communication channels, as required by the Purchaser.
- 2.1.5 The Supplier MUST provide all required reports in both printed and electronic formats, including interim and final versions, in accordance with the Implementation Schedule (Section VII). If no written feedback is provided by the end of the stipulated review period, the report shall be deemed accepted.
- 2.1.6 The Supplier MUST support the Purchaser and relevant Beneficiaries in verifying the progress and quality of the services delivered.
- 2.1.7 The Supplier MUST maintain and update a Risk Register, Change Log, and formal Meeting Minutes throughout the project.
- 2.1.9 The Supplier MUST establish and maintain a collaboration platform (e.g., Jira, Microsoft Teams) for managing tasks, documentation, and communication with the Purchaser.

2.2 System Analysis

- 2.2.1 The Supplier MUST perform the following Analysis and Design activities using a formal system analysis/development methodology with the following key activities and design deliverables.

- 2.2.1.1 Detailed Analysis:

The **Supplier must conduct a comprehensive analysis**, encompassing both functional and non-functional requirements. This MUST include:

- Stakeholder needs assessment;
- Current state analysis (as-is process mapping);
- Gap analysis;
- Business process modeling;
- Use case and user journey development;
- Data requirements analysis;
- Security and privacy considerations;
- Regulatory and compliance assessment (in accordance with Armenian laws and standards).

- 2.2.1.2 The output must result in a System Requirements Specification (SRS) and other related documents, subject to review and approval by the Purchaser.

2.3 System Architecture

- 2.3.1 The System MUST be designed as cloud-native or cloud-ready, ensuring compatibility with government-approved cloud environments that comply with national security and data protection standards.

- 2.3.4 The architecture MUST enable horizontal and vertical scalability, high availability, and automated failover/load balancing to ensure resilience.
- 2.3.5 The System MUST implement data residency, encryption (at rest and in transit), and strict access control in compliance with applicable laws.
- 2.3.6 The use of containerization technologies (e.g., Docker) and orchestration frameworks (e.g., Kubernetes) MUST be employed to ensure portability, scalability, and vendor neutrality.
- 2.3.7 The System MUST include comprehensive monitoring, logging, and alerting capabilities for all environments.
- 2.3.8 The System MUST ensure physical and logical separation of components across environments and network zones. It MUST enforce secure communication, strict access controls, and isolation between components and environments. The System MUST provide standardized, secure integration points to external systems (e.g., X-Road) complying with applicable security and data protection policies.
- 2.3.9 The System MUST support CI/CD pipelines to automate build, test, and deployment processes from Purchasers GitLab repository.

2.4 Software Architecture

- 2.4.1 The System MUST be a web-based application accessible via modern web browsers without additional client-side installations (beyond standard plugins).
- 2.4.2 The software MUST have a modular architecture with independent, loosely coupled modules or services.
- 2.4.3 Modules MUST communicate via well-defined, versioned APIs (RESTful preferred) to enable scalability and integration.
- 2.4.4 The design MUST separate presentation, business logic, and data access layers clearly.
- 2.4.5 The system MUST support plug-and-play extensibility for future modules or features.
- 2.4.6 Each module MUST implement robust error handling, logging, and auditing for troubleshooting and compliance.
- 2.4.7 The software MUST comply with industry security standards, including OWASP Top 10 protections.
- 2.4.8 The software MUST be developed using open standards and technologies for portability and vendor neutrality.
- 2.4.9 The System MUST enable integration with the national service portal (hartak.am) by exposing each type of service workflow (e.g., power of attorney, real estate sale) via a Unique Service Link, in full compliance with the Unique Service Link Guide (is publicly available at:

<https://github.com/InformationSystemsAgency/standards/blob/main/docs/unique-service-links/en.md>). Each link MUST redirect users from “hartak.am” to the System, initiate the national eID authentication process via “Yes EM”, and seamlessly resume the corresponding service workflow upon successful login. This ensures traceability, continuity of user experience, and interoperability with other government platforms.

- 2.4.10 The System MUST implement a user satisfaction feedback widget in accordance with the User Satisfaction Widget Guide (is publicly available at: <https://github.com/InformationSystemsAgency/standards/blob/main/docs/user-satisfaction-widget/en.md>). The widget MUST collect, process, and report user satisfaction data in a standardized way, ensuring usability and accessibility.
- 2.4.11 The System MUST be responsive and fully functional across major platforms (Windows, macOS, Linux) and support all modern browsers (Chrome, Firefox, Edge, Safari) on both desktop and mobile devices, ensuring consistent cross-browser compatibility and responsive design for all user interface components.

2.5 System Interface Design

- 2.5.1 The Supplier MUST develop the System Interface Design, with emphasis on the User Interface (UI) and User Experience (UX) in accordance with the functional and design requirements outlined in **Annex 1 - Application of Service Design and Digital Architecture Principles in the Republic of Armenia and**

- 2.5.1.1 The UI/UX design MUST:

- Be accessible, intuitive, and responsive across multiple devices;
- Comply with multilingual and accessibility standards relevant to the Armenian context;
- Follow the principles of human-centered design and inclusive digital services;
- Align with national guidelines on government digital services (where applicable);
- Incorporate modern interface standards and design conventions to promote usability and engagement.
- Utilize the “Henaket” design system, a comprehensive design framework providing guidelines, components, and patterns to ensure visual consistency, accessibility, and usability across government digital services (available at: <https://www.figma.com/community/file/1257654638425705295>).

2.5.1.2 Design phase deliverables must include:

- Interface prototypes and screen mock-ups;
- Navigation flow diagrams;
- Wireframes and interaction models;
- Technical specifications for UI components;
- Security and integration architecture;

2.5.1.3 All outputs are to be reviewed iteratively with key stakeholders and revised based on formal feedback before final sign-off

2.6 Software Development

2.6.1 The Supplier must perform Software Development using a formal software development methodology that incorporates key characteristics such as iterative and incremental development, rigorous testing, clear documentation, secure coding practices, and continuous integration. The methodology should be flexible enough to accommodate both Agile and Waterfall approaches, depending on project requirements, and ensure effective collaboration and communication among all involved teams.

2.6.2 The Supplier must utilize appropriate, industry-standard technologies and development practices, ensuring that the software is scalable, secure, and maintainable. This includes adopting modern frameworks, programming languages, database solutions, and deployment strategies, as well as utilizing established practices for version control, testing, and project management. The tools and technologies selected should align with the project's specific needs and support efficient development and deployment processes.

2.7 System Integration and Interoperability (to other existing systems)

2.7.1 The system **MUST** include comprehensive, independent modules that ensures seamless integration and interoperability with external information systems and participants. These modules **MUST** enable efficient, secure, and standardized data exchange, designed and implemented in full compliance with the Armenian National Interoperability Framework.

Key interoperability and integration requirements include:

- All system integrations and data exchanges **MUST** be performed through the X-Road national interoperability platform, which is the mandated standard infrastructure for public sector interoperability in Armenia.
- The system **MUST** be fully compatible with X-Road, capable of consuming and exposing services conforming to X-Road’s architecture, protocols, and interface standards.

- Services developed by the system **MUST** be suitable for registration in the national interoperability catalog, supporting reuse by other public sector systems.
- The system design **MUST** allow working with newly designed modules without requiring significant structural changes, ensuring future extensibility.
- Users **MUST** be able to input data via user interfaces and web services without direct system access.

2.8 Training and Training Materials

2.8.1 The Supplier **MUST** provide the following Training Services and Materials, including videos for users.

2.8.1.1 The Supplier must provide training on the system. The training is conducted by the business analysts, architects, and Team Lead involved in the project implementation.

2.8.1.2 The Supplier must present a training program before the system's implementation.

2.8.1.3 The training program should be structured as follows:

- Training for system users including notaries, translators, and other government agencies that are stakeholders in the system, with a target of 300 individuals.
- Training for trainers, with a focus on up to 10 individuals.
- Training for Administrators responsible for system maintenance, with a focus on up to 5 individuals.

2.8.1.4 The course description should include, but not be limited to, the following:

- Course name
- Course objective
- Course duration and the number of participants per session
- Description of the course content and plan
- Qualifications and experience of the course instructor

2.8.1.5 During the training, the User and Administrator manuals for the system must be presented, which should at least include the following:

- Description of the system/subsystem (module)
- Description of the functionalities
- Practical examples/images
- Description of the procedures for module installation, release, recovery, backup, and restore, along with relevant instructions

2.8.1.6 The training is conducted at a location provided by the Supplier or, at the Purchaser's request, at another location provided by the Purchaser, specifically at the trainees' workplaces. The training language should be

Armenian. If the Supplier involves foreign experts to conduct the training, the translation services will be paid by the Supplier .

2.8.1.7 All types of transferred information and knowledge must be documented, and the Supplier must provide all documents to the Purchaser both in printed and electronic formats.

2.9 Data Conversion and Migration

2.9.1 Complete and Accurate Data Migration

- The Contractor must ensure 100% data integrity during migration, with no loss, corruption, or unauthorized alteration of data.
- All historical records, metadata, and relational data structures must be preserved in the new system.
- A data validation report must be submitted post-migration, comparing migrated data with the legacy system for accuracy.

2.9.2 Compatibility and Mapping of Data Structures

- The Supplier must analyze the legacy system’s data schema and map it to the new system’s structure, resolving inconsistencies.
- Any required data transformations (e.g., field changes, encoding adjustments) must be documented and approved before migration.
- The new system must maintain backward compatibility to ensure seamless integration with existing workflows.

2.9.3 Minimal Downtime and Business Continuity

- The migration must be scheduled during pre-approved off-peak hours to minimize operational disruption.
- A rollback plan must be prepared to revert to the legacy system in case of critical migration failure.
- A test migration must be conducted in a staging environment before the final cutover.

2.10 Documentation Requirements

2.10.1 The Supplier MUST prepare and provide the following Documentation.

2.10.1.1 Software Requirement Specification (Must detail the system’s functional and non-functional requirements, including performance, security, and interface specifications, along with constraints and assumptions, to guide the design, implementation, and testing phases of the software development lifecycle.)

2.10.1.2 Project Management and its sub-plans (must outline the project’s scope, objectives, timelines, resource allocation, and risk management strategies. The list of sub-plans is mentioned in GCC Clause 19, and some of these sub-plans are also described in the current list.)

- 2.10.1.3 System Architecture and Data Interface Specification (Must define the overall system architecture, including hardware and software components, communication protocols, and data flow, while detailing the structure, format, protocols, and methods for data exchange between system modules and external systems.)
- 2.10.1.4 Requirements Traceability Matrix (Must map and track the relationship between business requirements, functional specifications, and test cases.)
- 2.10.1.5 Quality Assurance Management Sub-Plan (Must outline the quality assurance processes, standards, metrics, and procedures for monitoring and controlling project deliverables.)
- 2.10.1.6 Communication Sub-Plan (Must define the communication objectives, channels, frequency, stakeholders, and methods for sharing project information.)
- 2.10.1.7 Needs Analysis and Technical Requirements Document for Hardware, Equipment, and Network Infrastructure for Penitentiary Service and Penitentiary Institutions (Must define the hardware, equipment, and network infrastructure (e.g., servers, workstations, tablets, printers, scanners, racks, UPS, routers, switches, cabling, video surveillance equipment, etc.) required for the Penitentiary Service (PS) and all Penitentiary Institutions (PI). This analysis must take into account any existing goods and infrastructure, ensuring that new components align with the operational, security, and functionality requirements of the developed information system.)
- 2.10.1.8 Verification, Validation and Testing Sub-Plan and numbered Test Case Specifications including screenshots and expected results.
- 2.10.1.9 Test case groupings including a high priority regression test suite, and full regression suite with expected manual run durations and resource required for running in future.
- 2.10.1.10 Test Execution Reports (Must include a complete report on the test execution performed for all test cases and suite runs, with a list of discovered bugs and evidence of their fixes. This should also include all elements of the tests defined in section R3.1 and usability test results detailed in point 1.3.2.3.)
- 2.10.1.11 As part of the UAT validation of the above documentation will be performed by the purchaser who reserves the right to nominate a technical individual (quality assurance engineer) to follow the reproduction steps for a nominated bug, and observe the same results. OR to carry out quality assurance testing based on the test cases provided.
- 2.10.1.12 Change Management Sub-Plan (Must outline the processes, procedures, and roles for managing and controlling changes to the

project scope, schedule, or resources, ensuring that changes are evaluated, approved, and communicated effectively throughout the project lifecycle.)

2.10.1.13 Administrator and User Manuals (Must contain step-by-step instructions, including screenshots, for performing all system functionalities and must be in a machine-readable format, such as .md, .html, or another browser-compatible digital format. See section R-4.4)

2.10.1.14 Training Sub-Plan (Must outline the objectives, curriculum, schedule, and materials for training all types of users on all system functionalities.)

2.10.1.15 Technical documentation required:

- Complete Codebase Package guide, providing links or document names to the locations of All source code, libraries, assets, and scripts files, no missing files.
 - Deployment Documentation: Step by step Instructions for build, deploy, and rollback with screenshots.
 - Setup & Installation Guides: Step-by-step process to install and configure the application with screenshots. including server requirements or cloud services required.
 - Configuration Files: Descriptions for all config files and required default values.
 - Environment Variables: Explanation of each variable, including purpose and defaults.
 - Resource Requirements: Hardware, software, network, and other system prerequisites.
- Architecture & Integration
 - High-Level Architecture Diagram: Visual overview of all components of the application.
 - API & Integration Details: Documentation of endpoints and external integration points.
 - Database Documentation: Schemas or ER diagrams, and migration scripts.

2.10.1.16 Deployment and Disaster Recovery Guide (Must provide detailed, step-by-step guidance to redeploy the entire software package in a new environment, including a comprehensive list of all dependent libraries and configurations, such as server setups, cloud services, API key requirements, and integration guides. It must also cover environment variables, container setup instructions, and any other information necessary to establish the system in a fresh environment. The Purchaser will validate the deployment process, and acceptance will be based on a Senior Engineer successfully redeploying the software using the guide. The engineer must confirm that the deployment is correct and that the system is fully operational. Additionally, the documentation must include a disaster recovery plan that outlines the

steps to recover from potential failures in the production system operation.)

2.10.1.17 As part of the UAT validation of the above documentation will be performed by the purchaser who reserves the right to nominate a technical individual (senior software engineer) to follow the instructions and set up a working version of the software without intervention from the vendor.

2.10.1.18 Step by step plan for migration of data from any existing systems into the new system

2.10.1.19 Project and Product Review, Meeting Minutes and Interim Reports.

2.6.1.20 Project Completion Report.

2.11 Requirements of the Supplier's Technical Team

2.11.1 The Supplier MUST maintain a technical team during the Supply and Installation Activities under the Contract, as described in point 1.3 Key Personnel of Section II, including any additional technical specialists necessary to ensure successful execution of the assignment.

2.12 Confidentiality

2.12.1 The Supplier and/or any sub-Contractor providing services on behalf of the Supplier undertake to keep confidential all information that is not publicly available and shall not accept any other assignment that may result in a conflict of interest.

2.12.2 The Supplier and/or any sub-Contractor providing services on behalf of the Supplier commit to not disclosing any information obtained during the execution of the work to any third party (except for individuals specified in the organizational structure of the projects) without the Purchaser's written consent, regardless of the form of the information (written, verbal, electronic, etc.). This clause remains in effect even after the termination of the contract.

2.12.3 Following the termination of the contract, the Supplier and/or any sub-Contractor providing services on behalf of the Supplier must destroy all information obtained under the contract within 30 days, regardless of its form or content, unless the preservation of such information is required by RA legislation.

2.12.4 An SLA (Service Level Agreement) regarding the maintenance process will be signed between the Supplier and the MOJ according to the standards or recommendations set by the Ministry of High-Tech Industry and the Information Systems Agency of Armenia.

2.12.5 An NDA (Non-disclosure Agreement) will be signed between the Supplier and the MOJ.

2.13 Legal Terms/Property Rights

2.13.1 Custom-Developed Software

All the software that is not qualified as third-party software shall be considered Custom-Developed Software under the present agreement.

For the purposes of this Agreement third party Software shall mean software Intellectual Property Rights to which are existing at the time of entry into this Agreement and are not owned by the Supplier and are to have an assisting function in the operation of the final product without limiting Purchaser’s ability to further customize the product for other public service use cases.

Within the scope of the project (during the provision of services), any material (document, software code, software package, or other) created and delivered by the Supplier according to the requirements will be considered "Works Made for Hire" and all exclusive economic rights to the Intellectual Property created shall be vested (transferred) to the Purchaser , irrespective of whether the final product comprises pre-existing software developed by the Supplier. The term “all exclusive economic rights of Intellectual Property” shall have the meaning attributed to it under Armenian legislation. All rights, titles, and interests in such materials, except for those that may not be transferred according to the applicable law will be reserved for the Purchaser, as the sole and exclusive owner thereof.

All results of the project are the property of the Purchaser.

The Purchaser has the right to use, publish, transfer, relocate, and modify the materials specified in this TR at its discretion and without any limitations. All originals of the project results should be transferred to the Purchaser and placed in its server infrastructure.

The Purchaser may modify, expand, transfer, copy, and develop derivative software, as well as configure individual workstations for using the system without any limitations.

For the acceptance of the system, the Supplier must provide the Purchaser with all materials and documents related to the software.

The Supplier guarantees and certifies to the Purchaser that:

- The software code and documentation provided to the Purchaser are complete, properly prepared, and accurate copies of the version of the software in use at the time of final acceptance.
- After any update, the Supplier will provide the modified software code and corresponding documentation to the Purchaser within 15 days. These materials must also be complete, properly prepared, and correspond to the current version of the updated software.

- Any software update must be implemented through automated deployment tools, eliminating the Supplier's access to the production environment and databases.

The software code must contain all necessary information in a readable format, without being encrypted, obfuscated, or hidden in any way, and must be provided to the Purchaser in a manner that allows another programmer or analyst to maintain, update, and improve the software.

The software code and corresponding documentation must include all developer comments, information and process models, logic manuals, as well as process flow diagrams.

The source code of any software packages (plugins) used in the system must be provided to the Purchaser via a GIT system, and the build of the software packages must be conducted in the Purchaser’s appropriate environment.

The Supplier must provide a detailed guide describing the process of building software packages from the source code.

The Supplier must provide the following:

- The libraries used (open),
- Application servers,
- Scripts,
- Other files, packages, and software necessary for the system's proper functioning, as well as for deployment, configuration, and operation on new hardware,
- A deployment document that details the required software, application servers, and the step-by-step deployment process for the system, written in a way that can be easily understood by the relevant specialists,
- Technical documentation describing the systems.

2.13.1 Third-Party Software

The Supplier may use only such third-party software that is to have an assisting function in the operation of the final product without limiting Purchaser’s ability to further customize the product for other public service use cases.

Third party licenses that are necessary to be used for the final product to operate must meet the following conditions as well:

- For additional off-the-shelf software solutions used within the system, the Purchaser must be granted time-unlimited licenses without additional costs or future payments. The only exception is standard software (such as libraries, developer tools, SDKs, etc.) necessary for integrating Pen Displays with the E-Notary system. Such software may be licensed for a period covering full functionality of at least 5 years starting from the System’s Operational Acceptance, only if the Supplier

- demonstrates that the software vendor does not offer longer-term or perpetual license options.
- The applied solutions must allow the software to be:
 - Used and copied, including on backup/server computers of similar or equivalent capacity
 - Used, copied, and transferred to replacement computers, or used on both primary and replacement computers simultaneously
 - Accessed from other computers to use or copy the software on primary or replacement computers as needed to ensure the required access
 - Reproduced for secure storage and replacement purposes
 - Adapted, customized, and integrated with other software by the Purchaser to the extent that derivative software includes any significant portion of the provided software
 - In the event the primary computers are decommissioned, the software must be transferable from the primary computer to a backup computer within a reasonable transition period.

2.14 Language Support

- 2.14.1 The system interfaces must be available in three languages: Armenian, English, and Russian. The system must support the addition of new languages in the future as needed.
- 2.14.2 The management of interface languages, including enabling, disabling, and setting default languages, shall be configurable by an authorized system administrator through the administration panel.
- 2.14.3 The system shall also provide functionality that allows authorized administrators to manage translation content. This includes the ability to view, edit, and update translations for interface elements, system messages, and labels across all supported languages, ensuring consistency and accuracy of multilingual content.

2.15 MVP -Minimum Viable Product

- 2.15.1 The Supplier is must to submit the MVP to the Proposer for review and approval in accordance with the timeline defined in the Implementation Schedule Table.
- 2.15.2 The MVP must include complete functionality for **validation of power of attorney**, covering all types and variations of this type of service.
- 2.15.3 The implemented service must support both online (video conferencing) and on-site (office visit) workflows.

2.15.4 Core functionalities for the selected service must include:

- User authentication via an approved national platform (e.g. YES EM)
- Transaction initiation, including service selection and input of required party data
- Document handling, including:
 - automatic retrieval of available documents and data from state registers via X-Road interoperability,
 - user upload only for documents not accessible via interoperable sources,
 - selection or upload of the power of attorney template in supported formats,
- Scheduling, allowing the Authorizer to select the notary and set a date/time for video call or site visit
- Notary review, including approval, rejection, or return for edits
- Obligation management, including creation and payment of applicable fees or requirements,
- **Signature process**, enabling digital signing by the parties,
- **Notarization**, including the notary's electronic signature/seal and registration of the validated document in the notarial archive or registry,
- Notification, ensuring timely alerts to both Authorizer and Notary at key process stages

2.15.5 All data maintained in state registers must be retrieved via X-Road interoperability. Manual entry is prohibited for such data. If data is missing or incorrect, the applicant **MUST** initiate a correction process with the competent authority prior to continuing the notarial process.

2.15.6 The MVP must be deployed in a test environment accessible to the Purchaser for review, testing, and validation purposes.

2.15.7 Some design and interface issues are acceptable at the MVP stage, provided the critical business process is functionally complete and stable.

2.16 Additional Terms

2.16.1 During the implementation of the Project, if the application of certain requirements is impossible or incompatible with other requirements, the Supplier must inform the Purchaser and organize a discussion to decide between the two solutions.

D. TECHNOLOGY SPECIFICATIONS – SUPPLY & INSTALL ITEMS

3.0 General Technical Requirements

- 3.0.1 Electrical Power: N/A
- 3.0.2 Environmental: N/A
- 3.0.3 Safety: N/A

3.1 Computing Hardware Specifications

- 3.1.1 The hardware requirements are outlined with minimal technical specifications and parameters.
- 3.1.2 The Proposer MUST submit a Manufacturer's Authorization in the Proposal for below mentioned hardware. The supplier is responsible for installing and testing the delivered goods onto the computers at the sites mentioned in the implementation schedule table.

Hardware component	Specifications
Pen Display	Compliance with standards: Must support the capture and processing of dynamic handwritten signatures in full compliance with the applicable ISO/IEC 19794 series standards. Communication interface: USB Power supply: USB bus power, no AC power required Screen dimensions: at least 8.8 x 5.0 inches (223 x 126 mm) Colors: at least 16.7M colors Native resolution: Full HD, 1,920 x 1,080 pixels Viewing angles (horizontal/vertical): at least 170° / 170° Luminance (brightness): 200 cd/m2 (typical) Contrast ratio: at least 1000:1 (typical) Reading Technology: Electromagnetic Resonance (EMR) Coordinate resolution: at least 2540 lpi / 0.01 mm/pt (non-interpolated) Coordinate accuracy: at least ±0.02 inches / ±0.5 mm (center) Report rate: at least 200 points per second (non-interpolated) Pressure levels: at least 1024 Encryption: AES256 / RSA2048 Driver compatibility: Compatible with Windows 10 and 11 (64-bit). Drivers must be available for download on the vendor’s official website or included in the package with the Pen Displays. Signature software compatibility: Libraries, software, developer tools and SDKs available for the proposed device must be fully compatible with the technologies and solutions proposed by the Proposer/Supplier, and must fully comply with the specifications outlined in Section 3.4.1 – Standard Software Specifications. Package content: Pen Display, Pen, USB Cable, Pen Tether, 5 Extra Pen Nibs (if applicable), Drivers (if applicable).

Hardware component	Specifications
	Warranty: at least 3 years

3.2 Cloud Infrastructure

- 3.2.1 The Supplier MUST provide and bear the full cost of the cloud infrastructure required for both testing and production deployments of the developed Information System, starting from the time the testing system must be deployed according to the implementation schedule table and continuing until the end of the maintenance period. This cloud infrastructure must comply fully with applicable national legislation and standards.
- 3.2.2 Upon conclusion of the maintenance period, if required by the Purchaser, the Supplier must support and perform the migration of the system to another cloud infrastructure.
- 3.2.3 Server and backup solution - cloud hosted:
The supplier is responsible for insuring server and backup solutions including connecting, configuring, and testing. In addition to the proposal for “Server and backup solution: cloud hosted. The supplier should also ensure that cloud solutions offer a smooth migration from the existing system to the new system.
- 3.2.3 Cloud-hosted server solution requirements:
For cloud hosting, the Supplier should provide a proposal for a scalable, modular cloud architecture, with capacity to handle the performance load requirements for the end of maintenance period. The Performance and expected load requirement are detailed in section 1.5 (Section VII – Purchaser’s Requirements). The solution architecture should include:
- the proposed cloud architecture to manage this solution
 - the cloud provider that will be used (both international and local cloud services are acceptable)
 - the approximate monthly costings for the cloud solution.

In addition, the Supplier should include a provision for peaks in load and storage needs up to 20%.

In order to ensure redundancy, the Supplier should also provision for a backup of the storage databases of the system in a local cloud provider (i.e. any cloud provider with their data center located in the Republic of Armenia).

The backup should take place on a daily basis. The Supplier should negotiate the contract with the cloud provider(s), as well as handle the payment and set up of the architecture for the duration of the development and subsequent maintenance period as well as to ensure the uptime and constant work of the solution in the cloud, and should provision a budget for this along with the cloud provider's costings. The Supplier should provide also the followings:

- Detailed documentation on the cloud solution and maintenance methods (including the local provider cloud backup solution)
- Clear 'offboarding' plan from the cloud provider to another provider
- The contract (signed by Supplier) and actual billing for cloud solution
- The management overhead should be listed separately and costed on a monthly basis, as well as a total for the maintenance period.

At the end of the maintenance period, the Purchaser will determine the continuity of the solution: it might be decided to directly contract the cloud service provider or a Contractor will be engaged to manage the cloud architecture. Thus, the Purchaser should have all management accesses to the cloud hosting to be able to negotiate and make the decision on continuity independently from the Supplier. Regardless of the decision made at the end of the maintenance period, there should be NO interruption to the service.

3.3 Ancillary Hardware Specifications *N/A*

3.4 Standard Software Specifications

3.4.1 Standard software is off-the-shelf (COTS) or open-source software that:

- Is developed and maintained by reputable vendors or open-source communities.
- Follows industry standards and protocols (e.g., ISO, IEEE, W3C).
- Has a proven track record of usage across multiple organizations or sectors.
- Receives regular updates, patches, and security enhancements.
- Offers documentation and support, either through official vendor channels or a large user community.
- Ensures compatibility with other common systems, databases, operating systems, and platforms.

- Is provided under licenses that are free, irrevocable, and unlimited in terms of usage, allowing perpetual use without recurring fees or restrictions, except for the standard software described in point 3.4.1.
- 3.4.2 The standard software (libraries, software, developer tools, SDKs, etc.), which is necessary for the integration of Pen Displays with the E-Notary system, can be delivered under licenses that will cover full functionality for at least 5 years starting from the Operational Acceptance of the System, only if the Supplier demonstrates that the software vendor does not offer longer-term or perpetual license options.
- 3.4.3 During the project implementation, the latest stable versions of the proposed standard software and technologies, including, but not limited to, the operating system, database management system (DBMS), and any related libraries or modules, must be used, as officially published on their respective vendors’, or communities’, websites.
- 3.4.4 For the purposes of this RFP, standard software refers only to infrastructure and supporting components (such as operating systems, DBMS, libraries, SDKs, developer tools, and drivers). This does not include complete COTS application packages providing notarial business functionality, which are explicitly excluded under this RFP.

3.5 Consumables *N/A*

3.6 Other Non-IT Goods *N/A*

E. TESTING AND QUALITY ASSURANCE REQUIREMENTS

4.2 Testing and Quality Assurance

- 4.2.1 The Supplier must carry out Quality management in accordance with a pre-developed Quality Management Sub-Plan; (QMsP) and Testing Sub-Plan. The QMsP is an integral part of the Project Plan. The Testing Sub-Plan should include the specifications of test cases and the expected outcomes.
- 4.2.2 The Supplier must deliver a version of the system that ensures the full functionality of the complete set of requirements. The software must be tested by the Supplier in their testing environment before installation, after which it will be localized in the Purchaser’s testing environment. Based on the results of the User Acceptance Test (UAT) conducted by the Purchaser or a third party engaged by the Purchaser, if no blocking bugs or issues incompatible with normal operation are found in the software (or part of it) tested by the Supplier, the software can be transferred to the Purchaser’s production server.

- 4.2.3 For each system function, a corresponding Testing Sub-Plan must be developed, which will define the sequence of testing steps and actions based on the system's use cases and scenarios. Updated Testing Sub-Plan must be provided to the Purchaser with each version of the system, as well as in the case of subsequent system updates.
- 4.2.4 If any function in a given environment or module is modified before testing, the corresponding Testing Plan must also be updated for the purpose of retesting. The modified Testing Plan must also be provided to the Purchaser.
- 4.2.5 Any defects identified during the system’s acceptance, testing, or operation must be logged in a system intended for tracking tasks, bugs, improvements, and their progress (e.g., Jira, RedMine, OpenProject, or similar systems), with access granted to the relevant Purchaser personnel. Each such record will represent an electronic ticket/task that includes a detailed description of the issue/defect, reproduction steps, and other additional information (e.g., proposed solution, reference to documentation).
- 4.2.6 The tasks presented by the Purchaser to the Supplier must be logged in the Purchaser’s designated system, as specified in Point 3.0.5 above. Within 2 working days of the task being logged by the Purchaser, the Supplier must provide, through the same system, the expected completion date for the task. This response should include information regarding the time and human resources necessary for the task's completion, broken down by relevant actions (e.g., analysis, programming, testing) and specialists (e.g., business analyst, developer, tester).
- 4.2.7 At least, the following types of functional and non-functional testing should be used for system testing.

Test type	Purpose
Code testing	Performed by software engineers during the implementation of a software unit.
Unit testing	White box tests of individual components such as methods, objects, classes, software functions, and procedure)
Integration testing	Aimed at identifying problems caused by integration with various subsystems and third-party systems.
Regression testing	This process is implemented during the introduction of a new software unit or system functionality to eliminate defects in previous functionalities resulting from new additions.

System testing	An end-to-end test of all software functionalities, business cycle, and business logic:
Performance testing	Reveals system responses to non-standard and unforeseen situations, as well as performance issues arising from interaction with third-party systems.
Load testing	Assesses the system's capabilities under simultaneous work by a large number of users or during high-volume data flow.
Compatibility testing	Evaluates the system's compatibility with various computing environments, including the operating system, hardware, network bandwidth, databases, etc.
Security testing	Checks the security of the system, ensuring the safety of exchanged and stored data.
User Acceptance Testing (UAT)	Performed by the project's main Purchaser/stakeholder with the assistance of the Supplier's business analysts to validate the full functionality of the system. It is typically conducted before the full release of the system or any of its subsystems. The UAT shall be conducted based on the documentation provided in accordance with the requirements of RfP, namely: - Test Plan and numbered Test Case Specifications including screenshots and expected results. - Test case groupings including a high priority regression test suite, and full regression suite with expected manual run durations and resource required for running in future. - A full report on the test execution performed as a result of all the above test cases and suite runs, with a list of bugs and discovered and evidence of their fixes.
Vulnerability testing	It is aimed at identifying and verifying the weak and vulnerable technical points of communication channels and databases linked to the system's normal operation, and it also tests the software mechanisms in place.

Data leakage testing	It is aimed at detecting and verifying the risks of illegal transmission or acquisition of data entered or archived in the system.
Penetration testing	Focuses on testing and identifying unauthorized or illegal penetration attempts, by simulating potential attack models on the system.

All the testing, except UAT, is conducted by the Supplier and the results are presented to the Purchaser. The Purchaser/beneficiary independently carries out the acceptance testing with the assistance of the Supplier’s business analysts, in order to validate the full functionality and operability of the system. As part of the UAT validation of the above documentation will be performed by the purchaser who reserves the right to nominate a technical individual (quality assurance engineer) to follow the reproduction steps for a nominated bug, and observe the same results or to carry out quality assurance testing based on the test cases provided.

The Supplier shall provide full support to the Purchaser to ensure that the Purchaser is duly informed of, and enabled to actively participate in, all testing processes of the system and its modules throughout the duration of the Project.

4.3 Operational Acceptance Tests

- 4.3.1 Pursuant to GCC Clause 27 and related SCC clauses, the Purchaser (with the assistance of the Supplier) or a third party engaged by the Purchaser will perform the UAT (descriptions in paragraph 4.2.7 of Section VII) on the System and its Subsystems following Installation to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance.
- 4.3.2 As part of the UAT validation the Purchaser reserves the right to nominate a technical individual (quality assurance engineer) to follow the reproduction steps for a nominated bug, and observe the same results or to carry out quality assurance testing based on the test cases provided.

F. SERVICE SPECIFICATIONS

5.1 Warranty Defect Repair

- 5.1.1 The software and services provided by the Supplier must be free of design, software, or other defects that could result in improper functioning of the system

and/or its components, failure to meet specified requirements, or disruptions in performance, reliability, scalability, and productivity.

In the event a defect is identified, the Purchaser must notify the Supplier through the designated system mentioned in this Technical Requirements (TR) document by submitting an electronic ticket with a detailed description of the defect, supported by all available evidence. The Supplier must review the issue within a maximum of 2 working days and respond via the ticketing system with a justified proposal for resolving the defect, including a reasonable timeframe for its resolution.

The proposed timeframe should not exceed 5 calendar days. In the case of a valid justification accepted by the Purchaser, the period may be extended to no more than 20 calendar days.

If the Supplier is unable to meet the initial deadline, they must submit a request for an extension, along with justification, at least 3 working days before the original deadline. The total duration of the initial period and the requested extension must not exceed 30 calendar days. Failure to resolve the issue within the specified period (5 or 30 calendar days, respectively) will be considered non-performance of the task.

- 5.1.2 If, during the warranty period, any defect related to the design, programming, or services provided by the Supplier is identified, the Supplier must consult with the Purchaser and resolve the issue at their own expense.

In the event of Blocker or Critical errors discovered during actual operation, the Supplier must begin remediation efforts immediately upon notification from the Purchaser, with the resolution taking no longer than 24 hours. If a longer-term solution is required, the Supplier must propose temporary fixes that do not impede the implementation of the permanent solution.

- 5.1.3 The Supplier will not be liable for damages or defects in the following cases:
- Improper operation or maintenance of the system by the Purchaser,
 - Natural wear and tear of the infrastructure,
 - Changes made to the system by the Purchaser or third parties without the Supplier’s approval.

- 5.1.4 The results of system acceptance testing will be classified according to the following principles:

- Blocker: An error that causes a system failure, making further operation of the system or its core functionalities impossible.
- Critical: An error that leads to functional logic issues in the system, presents a security risk, causes server failures, or similar problems.
- Major: While most of the system’s functional logic does not work correctly, this defect is not critical, and it is possible to continue working with the system under testing.
- Minor: A non-disruptive error that does not affect the functional logic of the tested section, but presents an obvious, visible issue in the user interface.

- Trivial: An issue that does not impact functional logic, is difficult to reproduce, and is mostly not visible in the user interface. This also includes issues related to third-party libraries or services that have no effect on overall system quality.

5.1.5 The system will not be accepted by the Purchaser based on the results of testing in the following cases:

- Presence of any Blocker error,
- Presence of any Critical error,
- Presence of two or more Major errors, or one Major error combined with four or more Minor errors, or one Major error combined with seven or more Trivial errors,
- Presence of five or more Minor errors, or four Minor errors combined with five or more Trivial errors,
- Presence of ten or more Trivial errors,
- Presence of any error in another system or in a different functionality or feature of the same system resulting from an update in the production environment.

5.2 Warranty Services

5.2.1 The Supplier MUST provide the following services under the Contract or, where appropriate, under separate contracts (as specified in the Request for Proposals documents).

5.2.1.1 The Supplier must provide a 12-month warranty service for the installed and accepted software. The 12-month warranty period begins from the moment the operational acceptance act for the system is signed by the Purchaser. During the warranty period, all defects must be resolved at the Supplier's expense.

System maintenance service hours are from 9:00 AM to 6:00 PM, Monday to Saturday, excluding holidays. If necessary to ensure uninterrupted operation of the system, the Supplier will also provide extended maintenance, upon receiving notification from the Purchaser.

5.2.1.2 The Supplier is required to perform the following types of maintenance:

- Corrective maintenance: Fixing errors or malfunctions to improve system operation as issues arise.
- Adaptive maintenance: Installing the system in new environments (e.g., different hardware, OS, data center, cloud).
- Perfective maintenance: Implementing new functional requirements or legal/regulatory changes, limited to changes covering up to 10% of the original system scope or 10% of the original development hours. Beyond this, separate negotiation and contracting are required.

- Preventive maintenance: Making functional or non-functional changes to avoid foreseeable future issues (e.g., increasing transaction volume capacity in advance to prevent system failure).

5.2.1.3 Software maintenance must include at least the following:

- Implementing minor changes (e.g., due to legislative updates or system functionality improvements),
- Server maintenance,
- Updating and configuring system changes,
- Providing technical support and consultations,
- Advising on server security and data integrity,
- Database configuration and maintenance,
- Updating database software,
- Maintaining DB archiving software and advising on the archiving process,
- Troubleshooting and resolving DB-related issues,
- Optimizing DB performance,
- Consulting on server and network security to prevent unauthorized access, viruses, and unauthorized software installation,
- Supporting network configuration for user-system data exchange,
- Advising on and maintaining equipment for uninterrupted operation,
- Investigating and resolving system defects (including temporary fixes and workarounds),
- Developing, testing, and deploying updates,
- Providing and installing new software versions and relevant documentation,
- Reconfiguring the system when issues are caused by software defects,
- Recovering and correcting lost, damaged, or erroneous data,
- Providing additional necessary consultations,
- Creating and integrating new modules as needed.

G. ANNEXES TO PURCHASER’S REQUIREMENTS

Annex 1

Application of Service Design and Digital Architecture Principles in the Republic of Armenia

1. Non-Functional Requirements: User Experience and Design

1.1 All pages, online forms, and menus of the designed service must be adapted for mobile use. To achieve this, the "Henaket" official design system components must be applied.

1.2 When building pages, online forms, and menus, the "Templates" design system must be followed. If no predefined template exists for a particular case, the service page must still be constructed using "Henaket" official design system components, as per Section 1.1.

1.3 The system or service must have the simplest and most understandable name possible, in accordance with digitalization principles. More details can be found here.

1.4 Online forms for citizen services must be designed using a step-by-step approach, focusing on usability and accessibility, rather than replicating paper-based templates. When creating online forms, Principle 5 of digitalization must be followed.

1.5 The service must be technically separate from the official website of the government body and must have a unique link that serves as the service start page. If the service requires authentication, the system must redirect the user to the service's initial page after login, without requiring additional button clicks.

2. Non-Functional Requirements: Service Prototype Testing with Users and Presentation of Results

2.1 The created service prototype must be tested with end users (end users are those who will later use the system or service), in accordance with this principle of digitalization. The test results must be documented following the usability testing guide.

2.2 Any new system or service must comply with Web Content Accessibility Guidelines (WCAG 2.1) at least at AA level. Accessibility testing must be conducted in line with this principle, and a report on the test results must be submitted to the contracting authority.

2.3 The usability testing results must be included as part of the acceptance report. These results must also be presented in the form of actions taken to improve the system's functionality based on usability testing (in the form of notes or documented updates), in line with Principle 3 of digitalization. Any system or service improvements that could not be implemented due to time constraints must be recorded for future updates.

3. Non-Functional Requirements: Service Quality Assessment and Improvement within the Framework of the Public Administration Reform Strategy Adopted by the Government of Armenia

3.1 The designed system or service must be continuously measured and evaluated, in accordance with this principle of digitalization. For this purpose, the following four key indicators, as defined by the Digitalization Guide of the Ministry of High-Tech Industry of Armenia, must be applied:

1) Services (Pages) with the Most Visits

This indicator shows which services and pages on your platform are most frequently visited by users. For example, it tracks the daily, monthly, or annual number of users accessing a particular service or page.

There are various analytics tools available that allow easy measurement of relevant indicators without complex configurations, including the ability to see which pages receive the most visits.

2) User Satisfaction with Online Services

This indicator helps assess how satisfied users are with the website or service.

User satisfaction can be measured by asking a few simple questions after they use the service.

For example: "How would you rate this service?"

Users should respond using a 1-5 rating scale, where each score has the following meaning:

- 5 – Excellent
- 4 – Good
- 3 – Satisfactory
- 2 – Poor
- 1 – Very Poor

When calculating the average satisfaction score, only ratings of 5 (Excellent) and 4 (Good) should be included, as research has shown that this method provides the most accurate reflection of customer satisfaction.

For example, if the service received:

- 7 users rated it Excellent (5)
- 8 users rated it Good (4)
- 4 users rated it Satisfactory (3)
- 3 users rated it Poor (2)
- 2 users rated it Very Poor (1)

In the next step, user satisfaction with online services will be calculated as follows:

$$\frac{(\text{Number of satisfied users (ratings of 4 and 5)})}{(\text{Total number of survey responses})} * 100 = \text{Percentage of satisfied users (\%)}$$

For example:

$$(7+8) / (7+8+4+3+2) * 100\% = 62.5\%$$

For informational content, you can ask:

"Was this information helpful?" with "Yes" or "No" response options.

- "Yes" response corresponds to a "5 - Excellent" rating.
- "No" response corresponds to a "1 - Very Poor" rating.

This approach is based on international best practices, specifically the “CSAT” (Customer Satisfaction Score) method.

For more details on the method, see the English-language resource [here](#).

3) Success Rate of Transactions

This metric indicates the percentage of digital transactions that are successfully completed by users after being initiated.

How to Measure:

Count the number of fully completed online applications (numerator).

Divide it by the total number of applications initiated (including partially completed or failed applications) (denominator).

Express the result as a percentage.

Formula:

$$(\text{Number of successfully completed applications} / \text{Total initiated applications}) * 100\%$$

If the online system does not save partially completed applications, you can use various analytics tools.

For example, with Google Analytics, you can add a counter to the "Start" button of the application form, which will effectively track the number of initiated transactions.

By comparing this number with the actual submitted applications, you can determine the transaction success rate.

4) Online Transaction Share

This metric represents the proportion of transactions (e.g., applications) that have been completed through online methods. In other words, it reflects the ratio of online vs. offline transactions.

How to Measure:

Count the number of successfully submitted applications completed entirely through digital means (numerator).

Divide this by the total number of successfully completed and approved applications (denominator).

Formula:

$(\text{Number of fully digital applications} / \text{Total successfully completed applications}) * 100\%$

Example:

16 applications were submitted entirely through digital methods.

8 applications were received through non-digital methods.

Calculation:

$16 / (16 + 8) * 100\% = 66.67\%$

3.2 The Metrics Must Be Accessible to the Purchaser Without the Need for Technical Specialists.

F. TECHNICAL RESPONSIVENESS TABLE

All requirements outlined in the Technical Responsiveness table are mandatory and must be fully addressed by Proposers. Proposers must use the Technical Responsiveness Checklist (format) to show how their proposal meets all these requirements. Failure to do so significantly increases the risk that the Proposer’s Technical Proposal will be deemed technically non-responsive.

Tech. Require. No.	Technical Requirement
1. Project Management	
R-1.1	The Proposers must clearly and comprehensively address all requirements outlined in the RfP, especially those under Paragraph 2.1 – Project Management of Section VII – Purchaser’s Requirements. The Technical Proposal MUST include: • A description of the chosen project management methodology and rationale for its suitability; • A preliminary Project Management Sub-Plan outlining scope, schedule, risk management, change control, communication strategy, and resource allocation; • Tools and platforms proposed for collaboration, reporting, and documentation management;
2. System Architecture	
R-2.1	The Proposers must clearly and comprehensively address all requirements outlined under Paragraph 2.3 – System Architecture of Section VII – Purchaser’s Requirements in their Technical Proposal. Each requirement must be directly and unambiguously responded to, with clear explanations of how the proposed system design and implementation comply with the stated architecture expectations. The Technical Proposal MUST include the following: • A detailed description of the system architecture demonstrating compliance with cloud-native or cloud-ready design principles, including target cloud environments and security compliance. • Explanations of scalability and resilience strategies, including horizontal and vertical scaling, high availability, and failover/load balancing mechanisms. • Description of data protection approaches, including data residency, encryption methods (both at rest and in transit), and access control models aligned with applicable laws and regulations. • Details of containerization and orchestration technologies (e.g., Docker, Kubernetes), including deployment and management workflows supporting portability and vendor neutrality. • Overview of monitoring, logging, and alerting tools and processes covering all deployment environments.

	• Explanation of network architecture ensuring physical and logical separation of components, secure communication protocols, strict access controls, and integration points with external systems. • Description of the CI/CD pipeline implementation, including integration with the Purchaser’s GitLab repository, automation of build, test, and deployment stages, and version control practices. Where applicable, the Proposer must provide supporting materials such as architectural diagrams, system topology schemas, security policies, workflow descriptions, and evidence of prior successful deployments.
3. Software Architecture	
R-3.1	Proposers must clearly describe the planned overall software architecture design approach, in accordance with Paragraph 2.4 – Software Architecture of Section VII – Purchaser’s Requirements. The Technical Proposal must include: • Description of the approach to developing a web-based application accessible via modern web browsers without requiring client-side installations (except standard plugins); • Description of the planned API strategy, including the use of well-defined, versioned interfaces (RESTful preferred) for communication with internal modules and external systems; • Outline of the architectural separation between presentation, business logic, and data access layers; • Description of the use of open standards and technologies to ensure portability, interoperability, and vendor neutrality. The Technical Proposal must include conceptual software architecture diagrams, proposed technology stack, and other relevant materials, where applicable.
R-3.2	Proposers must clearly describe the planned modular structure of the software and how modules will interact with each other and with external systems, in accordance with Paragraph 2.4 – Software Architecture of Section VII – Purchaser’s Requirements. The Technical Proposal must include: • Description of the intended modular architecture, including the design of independent, loosely coupled modules or services. • Explanation of how the system will support future extensibility, allowing plug-and-play addition, removal, or replacement of modules with minimal impact.

	• Description of the inter-module communication strategy, including the use of versioned APIs (RESTful preferred). • Explanation of how API contracts will be defined and managed to ensure system integrity and maintainability. • Description of error handling, logging, and auditing mechanisms at the module level. • Explanation of how the modular system will comply with industry-standard security practices, including mitigation of OWASP Top 10 vulnerabilities. Relevant supporting materials such as draft module diagrams, interaction overviews, and interface definitions must be included to demonstrate architectural clarity and modular design readiness.
4. Business Functions	
R-4.1	Proposers must describe how the proposed Information System will fulfill business functions outlined in Paragraph 1.2 – Business Function Requirements of Section VII – Purchaser’s Requirements. The Technical Proposal must include the following: • A detailed explanation of how each business function described in Paragraph 1.2 will be implemented and supported by the proposed system; • A description of how system users will be managed, including account creation, role assignment, access control, and authentication mechanisms; • An explanation of how each user type will be able to initiate, perform, and track the specific transactions defined in the RfP; • A description of workflow processing, validation mechanisms, data exchange, and system responses required to complete each business process; • Clarification of any dependencies on external systems or services for the fulfillment of business functions, including how such integrations will be achieved; • Where applicable, diagrams or tables that map business functions to specific system modules, workflows, and user interactions. These should indicate which functionalities are implemented in which system modules. The explanation must be structured and traceable, clearly demonstrating the alignment between proposed system features, user roles, and the business functions defined by the Purchaser.
5. System Analysis	

R-5.1	Proposers must describe how the proposed Information System will fulfill the System Analysis requirements outlined in Paragraph 2.2 – System Analysis of Section VII – Purchaser’s Requirements. • The Technical Proposal must include the following: • A description of the formal system analysis and development methodology to be used, detailing how it covers all key activities required. • An explanation of how the comprehensive analysis will be performed, including but not limited to: ○ Stakeholder needs assessment; ○ Current state analysis (as-is process mapping); ○ Gap analysis; ○ Business process modeling; ○ Use case and user journey development; ○ Data requirements analysis; ○ Security and privacy considerations; ○ Regulatory and compliance assessment according to applicable Armenian laws and standards. • A commitment to produce a System Requirements Specification (SRS) and any related documents as outputs, which will be submitted for Purchaser review and approval. The explanation must be structured and traceable, clearly demonstrating how the proposed analysis approach and deliverables align with the Purchaser’s requirements and facilitate thorough understanding and validation of system needs.
6. System Interface Design	
R-6.1	Proposers must describe how the proposed Information System meets the System Interface Design requirements specified in Paragraph 2.5 – System Interface Design of Section VII – Purchaser’s Requirements. The Technical Proposal must include: • A detailed description of the System Interface Design approach, emphasizing User Interface (UI) and User Experience (UX), demonstrating compliance with the principles and standards set forth in Annex 1 – Application of Service Design and Digital Architecture Principles in the Republic of Armenia. • Clear explanations of how the UI/UX design ensures: - Accessibility, intuitiveness, and responsiveness across a range of devices (desktop, tablet, mobile);

	- Cross-platform compatibility with major operating systems (Windows, macOS, Linux) and modern browsers (Chrome, Firefox, Edge, Safari); - Multilingual support and adherence to accessibility standards applicable to the Armenian context; - Application of human-centered design and inclusive digital service principles; - Alignment with national government digital service guidelines where relevant; - Adoption of contemporary interface standards and design conventions to maximize usability and user engagement. • A description of the iterative review process with stakeholders, including mechanisms for capturing, tracking, and incorporating formal feedback before final design approval. • The Technical Proposal must include UI/UX prototypes spanning at least 4 pages of the public-facing portion of the system. These prototypes must clearly demonstrate compliance with usability principles, accessibility standards, multilingual support, responsive design across devices, and alignment with established service design best practices. The submitted explanation and deliverables must be structured to allow direct traceability between proposed UI/UX features, design standards, and the Purchaser’s specified requirements.
7. Cyber Security and Safety	
R-7.1	The Proposers must clearly and comprehensively address all requirements outlined under Paragraph 1.6 – Cyber Security and Safety of Section VII – Purchaser’s Requirements in their Technical Proposal. Each requirement must be directly and unambiguously responded to, with clear explanations of how the proposed solution complies with the stated security expectations. The Technical Proposal MUST include the following: • Describe relevant tools, processes, or methodologies proposed to meet each requirement; • Include supporting materials (e.g., policy samples, security frameworks, architectural diagrams) where applicable; • Demonstrate the Proposer’s capability and readiness to implement, operate, and maintain all required security controls throughout all phases of the Project.
8. Legal Terms/Property Rights	

R-5.1	The Proposers must clearly and comprehensively address all Intellectual Property and software ownership obligations outlined under Clause 15.4 – Intellectual Property of Section IX – Special Conditions of Contract in their Technical Proposal. Each requirement must be directly and unambiguously responded to, demonstrating how the proposed approach ensures full and unqualified compliance with the Purchaser’s rights. The Technical Proposal MUST include the following: 1. Custom-Developed Software: ○ Describe how all custom-developed components will be treated as “Works Made for Hire” and how all exclusive economic rights will be transferred to the Purchaser; ○ Explain the process for delivering full, readable source code (not encrypted or obfuscated), technical documentation, developer comments, deployment scripts, and related assets through a version-controlled repository (e.g., GitLab); ○ Demonstrate the Proposer’s readiness to support system acceptance and updates in line with code completeness, quality, and automated deployment tool requirements. 2. Third-Party Software: ○ Identify any third-party software components used and confirm that their integration does not limit the Purchaser’s ability to modify or reuse the final product for public service purposes; ○ Provide clear licensing terms, documentation of rights, and evidence that the use of third-party components complies with the defined scope of assisting functionality as specified in Clause 15.4.

Annex 2

System Interface Design Concept

1.1 Services by Notaries



Notary Chamber of
The Republic of Armenia

Name, Surname
Indicate status here

Exit

Search

Services by Notaries

Here you can write important text that you would like to highlight for users. For example, a new state support program or deadline for presentation of a specific service. We advise, that the text should not exceed 4 lines.



Transaction Verification

Description of services that will be offered as part of this group (2 lines).

[Contract on real estate trade](#)

[Contract on lease or real estate](#)

[Contract on free use of real estate](#)

[Contract on setting real servitude](#)



Power of Attorney Verification

Description of services that will be offered as part of this group (2 lines).

[Power of attorney for the right to possess, use and dispose of real estate](#)

[Power of attorney for the right to possess, use and dispose of motor vehicle](#)

[Power of attorney for the right to possess, use and dispose of movable property](#)

[Power of attorney for retirement allowance](#)



Inheritance

Description of services that will be offered as part of this group (2 lines).

[Application for waiver of inheritance submit](#)

[Application for waiver of inheritance submit](#)

[Take measures to preserve inherited property](#)

[Repeal inheritance entitlement certificates issued in the past with the consent of all heirs.](#)



Translation

Description of services that will be offered as part of this group (2 lines).

[Verification of the authenticity of signature of the notary's authorized translator](#)

[Validation of the authenticity of translation](#)



Verification of Signatures on the Document or Authenticity of Copy

Description of services that will be offered as part of this group (2 lines).

[Verification of the authenticity of signature of natural persons on the documents](#)

[Verification of the authenticity of copies of documents](#)



Consultancy

Description of services that will be offered as part of this group (2 lines).

[Provision of legal aid or consultancy](#)

[Provision of consultation on current notarial services](#)



Verification of documents of legal significance

Description of services that will be offered as part of this group (2 lines).

[Family relationships of individuals](#)

[Being under someone else's care](#)

[Registration of birth, adoption of a boy or a girl, marriage, divorce and death](#)

[Death of a person in certain time period and in certain circumstances, if civil status registration bodies reject registration of death](#)



Orders requesting seizure of property

Description of services that will be offered as part of this group (2 lines).

[Apply here for something \(the link will lead to the homepage \(2 lines\)\)](#)

[Apply here for something \(the link will lead to the homepage \(2 lines\)\)](#)

[Apply here for something \(the link will lead to the homepage \(2 lines\)\)](#)

[Apply here for something](#)



Other notary actions and services

Description of services that will be offered as part of this group (2 lines).

[Concerning the available share from property in common joint or shared ownership](#)

[Confirmation of the fact that a citizen is alive](#)

[Verification of the identity of the person and citizen depicted in the photograph](#)

[Processing personal data](#)

[Accessibility statement](#)

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1.1.1 Services by Notaries


 Indicate the Ministry name here

Services by Notaries

A short text that will describe the service to the user in a clearer way (no more than 4 lines).

A short text that will describe the service to the user in a clearer way (no more than 4 lines).


Indicate the name of the service here (3 lines)

Description of services that will be offered as part of this group (3 lines)

[Apply here for something \(the link will lead to the homepage\)](#)
(2 lines)

[Apply here for something \(the link will lead to the homepage\)](#)
(2 lines)

[Apply here for something \(the link will lead to the homepage\)](#)
(2 lines)


Indicate the name of other service here (max. 3 lines)

Description of services that will be offered as part of this group (3 lines)

[Apply here for something \(the link will lead to the homepage\)](#)
(2 lines)

[Apply here for something \(the link will lead to the homepage\)](#)
(2 lines)

[Apply here for something \(the link will lead to the homepage\)](#)
(2 lines)


Name of the Service

Description of services that will be offered as part of this group (3 lines)

[Apply here for something \(the link will lead to the homepage\)](#)
(2 lines)

[Apply here for something \(the link will lead to the homepage\)](#)
(2 lines)

[Apply here for something \(the link will lead to the homepage\)](#)
(2 lines)

Indicate Name of the Ministry here:
 + 374 11 111111
[Processing personal data](#)
[Personal data link](#)

1.2 Editing Personal Data



Notarial Chamber of the
Republic of Armenia

Narek Avetisyan
Insurance Company

Logout

Verification of Signatures on the Document or Authenticity of Copy

Please check your data. Make sure that all data is correct and authentic. If you find any error please apply [here](#).

If all data is correct, press “Start” button.

Passport Number	AM2347923
Name, Surname, Patronymic	Poghos Poghosyan Poghosi
Birth Date	12/09/1988
Nationality	Republic of Armenia

If you find an error...

If there is an error in data, please inform about it staff of the servicing hospital.

Start >

[Processing personal data](#) [Accessibility statement](#)

Notarial Chamber of the Republic of Armenia



1.2.1 Editing Personal Data



Notarial Chamber of the
Republic of Armenia

**Register as
Entrepreneur**

[← Back](#)

Step 3/11 ▾

Indicate Identification Document

Select the ID you want to be the
primary ID for inclusion in
company-related documents.

Your data:

Passport Number:
9324203984023984

Name, Surname, Patronymic:
Poghos Poghosyan Poghosi

Birthdate:
12/09/1988

Nationality:
Republic of Armenia

If you find an error...

If there is an error in data, please
inform about it staff of the
servicing hospital.

Start >

**Notarial Chamber of the Republic
of Armenia**

[example@mail.am](#)

[+374 10 000 000](#)

[Personal Data Processing](#)

[Accessibility Statement](#)

1.4 Schedule an Appointment with a Notary

Notarial Chamber of
the Republic of Armenia

Verification of Signatures on the Document or Authenticity of Copy

Back

Step 3/6

Georgyan Ashot: Available Days and Hours

Select your Day and Hour

Note that meeting will last about 2 hours

June 2024

Mon

Tue

Wed

Thr

Fri

Sat

Sun

28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 13/Wednesday

12:00

November 13/Wednesday

13:40

November 13/Wednesday

14:00

November 13/Wednesday

15:00

November 13/Wednesday

16:30

Next

Processing personal data

Accessibility statement

Notarial Chamber of the Republic of Armenia



1.4.1 Schedule an Appointment with a Notary

**Notarial Chamber of
the Republic of Armenia**

**Verification of
Signatures on the
Document or
Authenticity of Copy**

[Back](#)

**Does your car need
technical examination?**

In examination is needed,
the visit will last longer

November 2023 December >

Mon	Tue	Wed	Thur	Fri	Sat	Sun
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

☐ November 13/Wednesday
13:40

☐ November 13/Wednesday
15:00

☐ November 13/Wednesday
14:00

☐ November 13/Wednesday
12:00

☐ November 13/Wednesday
16:30

Next >

**Notarial Chamber of the Republic of
Armenia**
example@mail.am
[+374 11 111 111](tel:+37411111111)
[Personal Data Processing](#)
[Accessibility Statement](#)

1.5 Contract on Trade of Real Estate


Notarial Chamber of the
Republic of Armenia

[Home Page](#)
[Transaction Validation](#)
[Contract on Trade of Real Estate](#)

[Contract on Trade of Real Estate](#)

Contract on Trade of Real Estate

You can receive the service on-line, or schedule a visit to the notary for receiving the service on-site. You can receive the service on-line, or schedule a visit to the notary for receiving the service physically.

Continue


You will be redirected to **ԻՄՄԵ** (IT'S ME) national authentication portal.

Necessary Documents

- IDs of the Parties;
- Marriage certificate if at the time of acquiring the alienated property (if the property was acquired as compensation), the party was being married;
- Certificate of State Registration of Rights to Real Estate
- Unified Reference;
- For representative: document certifying competences of the representative;
- Other documents as needed.

Deadlines and Cost

On the day of document submission:
Stamp duty:

- AMD 5,000 for validation of donation contract
- first-order heirs: AMD 2,000
- second and third order heirs: AMD 3,000
- other persons: AMD 5,000

Service Tariff

- AMD 10,000-15,000

For validation of donation contract:

- first-order heirs: AMD 5,000-7,000;
- second and third order heirs: AMD 7,000-9,000
- other persons: AMD 5,000

Service Provider:
RA Notarial Chamber

notar@kanpalat@mail.ru
<https://www.e-notary.am>

Who can apply?
RA citizens

Service cost:
AMD 10,000-15,000

Completion Time:
20 minutes

Deadline:
1 day

For technical support:
Working hours: 09:00-18:00
Phone:
+(374) 10 565383

For issues relating to essence and sector:
Working hours: 09:00-18:00
Phone:
+(374) 10 565383

[Processing personal data](#)
[Accessibility statement](#)

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Implementation Schedule

Table of Contents: Implementation Schedule

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A. IMPLEMENTATION SCHEDULE TABLE

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Proposer to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
	PHASE 1: INCEPTION AND PLANNING						
0	Kick-off Meeting (to align on goals, timelines, and scope)	MOJ		<i>[insert quoted Delivery estimation]</i>	W1	W1	no
1	Development of Project Plan (including all Sub-Plans required under GCC Clause 19.1)	MOJ		<i>[insert quoted Delivery estimation]</i>	W3	W4	no
2	Needs Analysis, Requirements Assessment and Business Process Analysis (including a structured review of all notarial business processes, stakeholder consultations, gathering of functional and non-functional requirements, validation of workflows, and ensuring compliance with legal and regulatory standards)	MOJ, NC, NO-11, NO-15, NO-91		<i>[insert quoted Delivery estimation]</i>		W12	no
3	Development of the Software Requirement Specification (including a comprehensive definition of functional, non-functional, and integration requirements validated against business processes)	MOJ		<i>[insert quoted Delivery estimation]</i>		W12	yes

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Proposer to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
4	Development of the Requirements Traceability Matrix (including mapping of business requirements to system functions to ensure full coverage, verifiability, and linkage to testing and acceptance)	MOJ		<i>[insert quoted Delivery estimation]</i>		W12	no
5	Development of the System Architecture and Data Interface Specification (including overall architecture design, data model, security framework, and specification of interfaces with external systems and registries)	MOJ		<i>[insert quoted Delivery estimation]</i>		W12	yes
6	Completion Report for Phase 1, including all documents developed during this stage (including consolidated reporting on analysis, SRS, RTM, and system architecture/interface specifications)	MOJ		<i>[insert quoted Delivery estimation]</i>	W12	W13	yes
	Acceptance of PHASE 1					W13	
	PHASE 2: DESIGN, DEVELOPMENT AND TESTING OF THE SYSTEM						
	PHASE 2 (A)						
7	UI/UX Design Development and Prototype Delivery	MOJ		<i>[insert quoted Delivery estimation]</i>		W17	no

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Proposer to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
8	Minimum Viable Product (MVP) Development	MOJ		<i>[insert quoted Delivery estimation]</i>		W38	yes
	Acceptance of PHASE 2(A)					W43	no
	PHASE 2(B)						
9	Server and backup solution: cloud hosted (for the period covering maintenance period)	MOJ		<i>[insert quoted Delivery estimation]</i>		W44	
10	Development of a Test Sub-Plan, including detailed Test Cases, shall be carried out in accordance with the testing types and procedures specified in Section E – Testing and Quality Assurance Requirements of the Purchaser’s Requirements.	MOJ		<i>[insert quoted Delivery estimation]</i>		W44	no
11	Final System Development and Deployment of the Fully Operational System on Testing Servers (Must be performed on cloud infrastructure provided by the Supplier.)	MOJ, NC		<i>[insert quoted Delivery estimation]</i>		W48	yes
12	Performing System Testing and Test Results delivery	MOJ		<i>[insert quoted Delivery estimation]</i>	W48	W50	yes

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Proposer to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
13	Correction of functional issues and resolution of inconsistencies in the developed Information System to ensure compliance with documented functional, performance, security, and usability requirements, based on findings from the Purchaser, its designated third party, or the Supplier during acceptance testing	MOJ		<i>[insert quoted Delivery estimation]</i>		W52	yes
14	Handover System Source Codes to Purchaser's Git Repository	MOJ		<i>[insert quoted Delivery estimation]</i>		W52	no
15	Completion Report for Phase 2, including all project documents developed or updated during Phases 1 and 2	MOJ		<i>[insert quoted Delivery estimation]</i>	W52	W54	yes
	Acceptance of PHASE 2 (B)					W54	
	PHASE 3: HARDWARE DELIVERY						
16	Supply, Inland Transportation, Installation, and Testing of Hardware	MOJ, NC, NO-1 ... NO-106		<i>[insert quoted Delivery estimation]</i>		W54	yes
	Acceptance of PHASE 3						
	PHASE 4: TRAINING AND PILOT TESTING						

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Proposer to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
17	Delivery of Training Sub-Plan, including Training Materials	MOJ		<i>[insert quoted Delivery estimation]</i>		W56	no
18	Development of the Administrators and Users Manuals	MOJ		<i>[insert quoted Delivery estimation]</i>		W56	no
19	Conducting Training for the Staff Involved in Pilot Testing	MOJ, NC		<i>[insert quoted Delivery estimation]</i>		W58	yes
20	Pilot testing of the information system in the Notary Chamber and with three notaries	MOJ, NC, N-1, N-2, N-3		<i>[insert quoted Delivery estimation]</i>	W52	W55	yes
21	Correction of functional issues and resolution of inconsistencies in the developed Information System, as identified during pilot testing	MOJ		<i>[insert quoted Delivery estimation]</i>		W59	no
22	Handover of the Updated System Source Codes to Purchaser's Git Repository	MOJ		<i>[insert quoted Delivery estimation]</i>		W59	no
23	Conducting Training of End-Users, Trainers and Administrators	MOJ		<i>[insert quoted Delivery estimation]</i>		W59	no
24	Completion Report for Phase 3, including all project documents developed or updated during Phases 1-3	MOJ		<i>[insert quoted Delivery estimation]</i>	59	W60	yes

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Proposer to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
	Acceptance of PHASE 4					W60	
	PHASE 5: MIGRATION AND SYSTEM ROLLOUT (GO-LIVE)						
25	Development of the Data Migration Sub-Plan	MOJ, NC		<i>[insert quoted Delivery estimation]</i>		W61	no
26	Development of the Deployment and Disaster Recovery Guide	MOJ, NC		<i>[insert quoted Delivery estimation]</i>		W64	no
27	Final deployment of the Information System to the production environment, including interoperability integrations (Must be performed on cloud infrastructure provided by the Supplier.)	MOJ		<i>[insert quoted Delivery estimation]</i>		W64	no
28	Performing Data Conversion and Migration	MOJ, NC		<i>[insert quoted Delivery estimation]</i>		W65	no
29	Handover Updated System Source Codes to Purchaser's Git Repository	MOJ		<i>[insert quoted Delivery estimation]</i>		W66	no
30	Completion Report for Phase 4, including all project documents developed or updated, as well as documents listed in the Paragraph 2.13 of the Section VII	MOJ		<i>[insert quoted Delivery estimation]</i>		W67	yes

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Proposer to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
	Acceptance of Phase 5					W68	
31	Operational Acceptance of the System as an integrated whole (Deliverables: Project Completion Report)	MOJ		<i>[insert quoted Delivery estimation]</i>		W68	yes
32	Warranty, Maintenance & Technical support of the System (Deliverables: Bi-weekly maintenance report, completion report)	MOJ, NC		<i>[insert quoted Delivery estimation]</i>	W68	W120	no

Note: Refer to the System Inventory Table(s) for the specific items and components that constitute the Subsystems or item. Refer to the Site Table(s) below for details regarding the site and the site code.

-- indicates not applicable. “Indicates repetition of table entry above.

B. SITE TABLE(S)

Site Code	Site	City / Town / Region	Primary Street Address	Drawing Reference No. (if any)
MOJ	Ministry of Justice of the Republic of Armenia	Kentron / Yerevan	3/8 Vazgen Sargsyan Street	
NC	Notarial Chamber of the Republic of Armenia	Kentron / Yerevan	3 Zakyan Street	
NO-1	Notary Abrahamyan Aida	Kentron / Yerevan	21 Koryun str.	
	Notary Harutyunyan Ashkhen			
NO-2	Notary Abrahamyan Anna	Kentron / Yerevan	4/7 Amiryan str.	
NO-3	Notary Azaryan Gayane	Kentron / Yerevan	29 Mesrop Mashtots ave.	
	Notary Tonoyan Ruzanna			
NO-4	Notary Ananyan Tsovinar	Kentron / Yerevan	3 Vazgen Sargsyan str.	
NO-5	Notary Arsenyan Kristine	Kentron / Yerevan	18 Arshakunyac ave.	
NO-6	Notary Gasparyan Nona	Kentron / Yerevan	2 Vazgen Sargsyan str.	
NO-7	Notary Gevorgyan Sirvard	Kentron / Yerevan	area 2, 7 Amiryan str.	
NO-8	Notary Danielyan Elmira	Kentron / Yerevan	4 Tigran Mets ave.	

NO-9	Notary Hayrapetyan Atom	Kentron / Yerevan	area 162, 14 building, 1st blind alley, Baghramyan ave.	
	Notary Shahnazaryan Inna			
	Notary Sargsyan Nune			
NO-10	Notary Harutyunyan Hasmik	Kentron / Yerevan	18 Isakyan str.	
NO-11	Notary Hovsepyan Lina	Kentron / Yerevan	18 Tigran Mets ave.	
NO-12	Notary Hovsepyan Vanine	Kentron / Yerevan	31 Abovyan str.	
NO-13	Notary Manukyan Marine	Kentron / Yerevan	area 5, 83 Teryan str.	
NO-14	Notary Sargsyan Tatevik	Kentron / Yerevan	14/1 Paronyan str.	
NO-15	Notary Muradyan Lilit	Arabkir / Yerevan	area 38, 22 Babayan str.	
NO-16	Notary Arakelyan Arno	Arabkir / Yerevan	area 91, 21 N. Zaryan str.	
NO-17	Notary Beglaryan Dianna	Arabkir / Yerevan	11/83 Kievyan str.	
NO-18	Notary Danielyan Susanna	Arabkir / Yerevan	27 Zaryan str.	
NO-19	Notary Hovhannisyan Liana	Arabkir / Yerevan	area 5, 21 V.Vagharshyan str.	
NO-20	Notary Manucharyan Naira	Arabkir / Yerevan	51b build, 7 N.Tigranyan str.	
NO-21	Notary Mutafyan Ani	Arabkir / Yerevan	19/3 N. Tigranyan str.	
NO-22	Notary Nazinyan Syuzanna	Arabkir / Yerevan	area 93/1, 26 Komitas ave.	
NO-23	Notary Ghushchyan Anush	Shengavit / Yerevan	17-15 Baghratunyats str.	
NO-24	Notary Mazmanyanyan Astghik	Shengavit / Yerevan	51 Arshakunyats ave.	

NO-25	Notary Sahakyan Manush	Shengavit / Yerevan	9 Garegin Nzhde str., 2 area	
NO-26	Notary Tashchyan Tatevik	Shengavit / Yerevan	47 Bagratunyats str., 24 area	
NO-27	Notary Dadayan Lilith	Erebuni / Yerevan	area 5,1/2 Titogradyan str.	
NO-28	Notary Arevik Hakobyan	Erebuni / Yerevan	28/55 Ereuni str.	
NO-29	Notary Ghazaryan Anahit	Erebuni / Yerevan	162a Khorenatsi str.	
NO-30	Notary Sargsyan Marine	Erebuni / Yerevan	area 156, 14 Artsakh ave.	
NO-31	Notary Kamalyan Nonna	Erebuni / Yerevan	4 Glinka str.	
NO-32	Notary Diloyan Gor	Nor-Nork / Yerevan	19 Gayi str.	
	Notary Ghushchyan Stella			
NO-33	Notary Hakobyan Osan	Nor-Nork / Yerevan	19/10 Gayi ave.	
NO-34	Notary Khachatryan Narine	Nor-Nork / Yerevan	area 17, 1/2 Marshal Khudyakov street, building,	
NO-35	Notary Ghazaryan Mery	Nor-Nork / Yerevan	1-34, Totovents str.	
NO-36	Notary Madoyan Lilit	Nor-Nork / Yerevan	57 Tevosyan str.	
NO-37	Notary Minosyan Irina	Avan / Yerevan	222 Khudyakov str.	
NO-38	Notary Margaryan Meri	Avan / Yerevan	area 50, 30 Acharyan str.	
NO-39	Notary Tovmasyan Anna	Malatia-Sebastia / Yerevan	21 building, 57 Raffi str.	
NO-40	Notary Arevik Avetisyan	Malatia-Sebastia / Yerevan	26 Sebastia str.	

NO-41	Notary Arakelyan Armen	Ajapnyak / Yerevan	4 A.Sargsyan str.	
NO-42	Notary Asryan Artashes	Ajapnyak / Yerevan	16a A.Sargsyan str.	
NO-43	Notary Galstyan Marine	Ajapnyak / Yerevan	area 55, 48 Leningradyan str.	
NO-44	Notary Grigoryan Armen	Ajapnyak / Yerevan	56 Mirakyan str.	
NO-45	Notary Ghazaryan Anna	Ajapnyak / Yerevan	53/38 Halabyan str.	
NO-46	Notary Minasyan Tatevik	Ajapnyak / Yerevan	area 30, 12 Shinararner str.	
NO-47	Notary Sargsyan Iren	Ajapnyak / Yerevan	area 75, 28/2 Shniraraner str.	
NO-48	Notary Tavantsyan Anahit	Kanaker-Zeytun / Yerevan	11 Davit Anhaght str.	
NO-49	Notary Mikayelyan Astghine	Kanaker-Zeytun / Yerevan	area 4, 14 Rubinyants str.	
NO-50	Notary Aramyan Elen	Davtashen / Yerevan	45/2 Tigran Petrosyan str.	
NO-51	Notary Khachatryan Tatevik	Davtashen / Yerevan	76/9 Anastas Mikoyan str.	
NO-52	Notary Sargsyan Meri	Davtashen / Yerevan	7 Pirumyanneri str.	
NO-53	Notary Davtyan Armen	Aparan / Aragatsotn	26 Baghramyan str.	
NO-54	Notary Hakobyan Manya	Ashtarak / Aragatsotn	43/1 Tigran Mets str.	
NO-55	Notary Hrachyan Zhenya	Ashtarak / Aragatsotn	№ 9 office, N. Ashtaraketsi square.	
NO-56	Notary Mesropyan Gayane	Talin / Aragatsotn	2 Komitas str.	
NO-57	Notary Abrahamyan Diana	Artashat / Ararat	64, 23 August str.	
NO-58	Notary Harutyunyan Ruzanna	Artashat / Ararat	62, 23 August str.	

NO-59	Notary Gabrielyan Jemma	Artashat / Ararat	bul. 2, 8 Marks str.	
NO-60	Notary Torosyan Karine	Masis / Ararat	3 Araratyan str.	
	Notary Gharibyan Heriqnaz			
NO-61	Notary Hovhannisyan Alvard	Ararat / Ararat	34 Shahumyan str.	
NO-62	Notary Mkrtchyan Hrachya	Vedi / Ararat	55 Araratyan str.	
NO-63	Notary Hovhannisyan Nara	Vagharshapat / Armavir	2 Kamo str., area 11b	
NO-64	Notary Grigoryan Taron	Vagharshapat / Armavir	2 b, M.Khorenatsi str.	
	Notary Gharibyan Samvel			
NO-65	Notary Asatryan Silva	Armavir / Armavir	2/6 Hanrapetutyun str.	
NO-66	Notary Yeghiazaryan Yura	Armavir / Armavir	21 Hanrapetutyun str.	
	Notary Mkrtchyan Narine			
NO-67	Notary Barghudaryan Sirush	Baghramyan / Armavir	Administration building of village Baghramyan	
NO-68	Notary Avetisyan Roza	Martuni / Gegharkunik	41/2-3, Yerevanyan str.	
NO-69	Notary Badalyan Kristine	Martuni / Gegharkunik	2 Shahumyan str.	
NO-70	Notary Meliqyan Lala	Gavar / Gegharkunik	45 Zoravar Andranik str.	
NO-71	Notary Simonyan Arpina	Gavar / Gegharkunik	Zoravar Andranik str., 2nd lane, building 2/1	

NO-72	Notary Sargsyan Tigran	Vardenis / Gegharkunik	17 Victor Hambardzumyan str., 15 area	
NO-73	Notary Saroyan Varduhi	Sevan / Gegharkunik	164 Nairyan str.	
NO-74	Notary Bekchyan Roza	Vanadzor / Lori	22 Tigran Mets str.	
	Notary Mkhitarian Babken			
	Notary Martirosyan Taguhi			
NO-75	Notary Danielyan Sona	Vanadzor / Lori	Tigran Mets Avenue, 10 building, 41 area	
NO-76	Notary Kirakosyan Anzhela	Vanadzor / Lori	22 a, Tigran Mets str.	
NO-77	Notary Ohanyan Suren	Tashir / Lori	83/2 Karen Demirchyan str.	
NO-78	Notary Bekchyan Anna	Stepanavan / Lori	1G Rustafvelli str.	
NO-79	Notary Grigoryan Syuzanna	Stepanavan / Lori	19/1 Garegin Nzhdeh str.	
NO-80	Notary Matosyan Vachik	Spitak / Lori	256 Shahumyan str.	
NO-81	Notary Maghaqyan Artsruni	Alaverdi / Lori	7/1 Tumanyan str.	
NO-82	Notary Papinyan Avetik	Abovyan / Kotayk	2 Barekamutyun str.	
	Notary Manucharyan Nune			
	Notary Ghukasyan Tatev			
NO-83	Notary Davtyan Armine	Abovyan / Kotayk	1/30/16 Hatis str.	
NO-84	Notary Makaryan Lilit	Abovyan / Kotayk	1/1 Republic str.	

NO-85	Notary Saroyan Gayane	Abovyan / Kotayk	28/5, August 23 str.	
NO-86	Notary Baghdoyan Seda	Charentsavan / Kotayk	1, Khanjyan str.	
NO-87	Notary Ginosyan Ashot	Hrazdan / Kotayk	19 Spandaryan str.	
NO-88	Notary Gyulnazaryan Gurgen	Hrazdan / Kotayk	1, Constitution Square	
NO-89	Notary Davtyan Arthur	Nor Hachn / Kotayk	7, str. Torozyan	
NO-90	Notary Davtyan Samvel	Arinj / Kotayk	Paruyr Sevak district, 17 str., 39 building	
NO-91	Notary Hovhannisyan Vahe	Yeghvard / Kotayk	6/2, Yerevanyan str.	
NO-92	Notary Mukuchyan Robert	Gyumri / Shirak	7, Independence Square	
	Notary Fendyan Haykanush			
NO-93	Notary Naroyan Rita	Gyumri / Shirak	37 Tsulukidze str.	
NO-94	Notary Torosyan Varduhi	Gyumri / Shirak	9/1 building, 20, Tigran Mets str.	
NO-95	Notary Martirosyan Kristine	Ashotsk / Shirak	1, Square	
NO-96	Notary Bznuni Gagik	Artik / Shirak	32/6, Hakobyan str.	
NO-97	Notary Baghumyan Shogher	Goris / Syunik	2nd building Mashtots str.	
NO-98	Notary Davtyan Oksana	Kapan / Syunik	1, str. Erkatughayinner, 16 area	
NO-99	Notary Poghosyan Narek	Meghri / Syunik	2 Zoravar Andranik str.	
NO-100	Notary Santoyan Lusine	Vayk / Vayots Dzor	1 str. Ashot Tovmasyan	

NO-101	Notary Abrahamyan Aida	Noyemberyan / Tavush	4, str. Zoravar Andranik	
NO-102	Notary Vardanyan Nare	Noyemberyan / Tavush	Yerevanyan str., 4 building, 3rd floor	
NO-103	Notary Amirkhanyan Anush	Ijevan / Tavush	5/6, str. A.Melikbekyan	
NO-104	Notary Ananyan Guren	Ijevan / Tavush	54, str. Yeritasardakan	
NO-105	Notary Yeganyan Albert	Dilijan / Tavush	66, Myasnikyan str.	
NO-106	Notary Navasardyan Gohar	Berd / Tavush	5 L.Beki str.	

C. TABLE OF HOLIDAYS AND OTHER NON-WORKING DAYS

[Specify: the days for each month for each year that are non-working days, due to Holidays or other business reasons (other than weekends).]

Month	2025-2027
1	1-3, 28 Jan
2	- -
3	8 Mar
4	24 Apr
5	1,9,28 May
6	- -
7	5 Jul
8	- -
9	21 Sep
10	- -
11	- -
12	31 Dec

System Inventory Tables

SYSTEM INVENTORY TABLE (SUPPLY AND INSTALLATION COST ITEMS)

Line Item/Component No.	Subsystem / Component / Item	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
	PHASE 1: INCEPTION AND PLANNING		
1	Development of Project Plan (including all Sub-Plans required under GCC Clause 19.1)	MOJ	--
2	Needs Analysis, Requirements Assessment and Business Process Analysis (including a structured review of all notarial business processes, stakeholder consultations, gathering of functional and non-functional requirements, validation of workflows, and ensuring compliance with legal and regulatory standards)	MOJ, NC, NO-11, NO-15, NO-91	--
3	Development of the Software Requirement Specification (including a comprehensive definition of functional, non-functional, and integration requirements validated against business processes)	MOJ	--
4	Development of the Requirements Traceability Matrix (including mapping of business requirements to system functions to ensure full coverage, verifiability, and linkage to testing and acceptance)	MOJ	--
5	Development of the System Architecture and Data Interface Specification (including overall architecture design, data model, security framework, and specification of interfaces with external systems and registries)	MOJ	--
6	Completion Report for Phase 1, including all documents developed during this stage (including consolidated reporting on analysis, SRS, RTM, and system architecture/interface specifications)	MOJ	--
	Acceptance of PHASE 1		
	PHASE 2: DESIGN, DEVELOPMENT AND TESTING		
	PHASE 2 (A)		
7	UI/UX Design Development and Prototype Delivery	MOJ	--
8	Minimum Viable Product (MVP) Development	MOJ	--

Line Item/Component No.	Subsystem / Component / Item	Additional Information (e.g., building, department, etc.)	Site (e.g., floor, Quantity
	Acceptance of PHASE2(A)		
	PHASE2(B)		
9	Server and backup solution: cloud hosted (for the period covering maintenance period)	MOJ	--
10	Development of a Test Sub-Plan, including detailed Test Cases, shall be carried out in accordance with the testing types and procedures specified in Section E – Testing and Quality Assurance Requirements of the Purchaser's Requirements.	MOJ	--
11	Final System Development and Deployment of the Fully Operational System on Testing Servers (Must be performed on cloud infrastructure provided by the Supplier.)	MOJ, NC	--
12	Performing System Testing and Test Results delivery	MOJ	--
13	Correction of functional issues and resolution of inconsistencies in the developed Information System to ensure compliance with documented functional, performance, security, and usability requirements, based on findings from the Purchaser, its designated third party, or the Supplier during acceptance testing	MOJ	--
14	Handover System Source Codes to Purchaser's Git Repository	MOJ	--
15	Completion Report for Phase 2, including all project documents developed or updated during Phases 1 and 2	MOJ	--
	Acceptance of PHASE2(B)		
	PHASE 3: HARDWARE DELIVERY		
16	Supply, Inland Transportation, Installation, and Testing of Hardware	MOJ, NC, NO-1 ... NO-106	--
16.1	Pen Display	MOJ, NC, NO-1 ... NO-106	130
	Acceptance of PHASE 3		
	PHASE 4: TRAINING AND PILOT TESTING OF THE SYSTEM		
17	Delivery of Training Plan, including Training Materials	MOJ	--
18	Development of the Administrators and Users Manuals	MOJ	--
19	Conducting Training for the Staff Involved in Pilot Testing	MOJ, NC	--
20	Pilot testing of the information system in the Notary Chamber and with three notaries	MOJ, NC, NO-11, NO-15, NO-91	--

Line Item/Component No.	Subsystem / Component / Item	Additional Information (e.g., building, department, etc.)	Site (e.g., floor, department, etc.)	Quantity
21	Correction of functional issues and resolution of inconsistencies in the developed Information System, as identified during pilot testing	MOJ		--
22	Handover of the Updated System Source Codes to Purchaser's Git Repository	MOJ		--
23	Conducting Training of End-Users, Trainers and Administrators	MOJ		--
24	Completion Report for Phase 3, including all project documents developed or updated during Phases 1-3	MOJ		--
	Acceptance of PHASE 4			
	PHASE 5: MIGRATION AND SYSTEM ROLLOUT (GO-LIVE)			
25	Development of the Data Migration Sub-Plan	MOJ, NC		--
26	Development of the Deployment and Disaster Recovery Guide	MOJ, NC		--
27	Final deployment of the Information System to the production environment, including interoperability integrations (Must be performed on cloud infrastructure provided by the Supplier.)	MOJ		--
28	Performing Data Conversion and Migration	MOJ, NC		--
29	Handover Updated System Source Codes to Purchaser's Git Repository	MOJ		--
30	Completion Report for Phase 4, including all project documents developed or updated, as well as documents listed in the Paragraph 2.13 of the Section VII	MOJ		--
	Acceptance of PHASE 5			
31	Operational Acceptance of the System as an integrated whole (Deliverables: Project Completion Report)	MOJ		--
32	Warranty, Maintenance & Technical support of the System (Deliverables: Bi-weekly maintenance report, completion report)	MOJ, NC		--

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

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

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated below.

(a) contract elements

- (i) **“Contract”** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
- (ii) **“Contract Documents”** means the documents specified in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments to these Documents).
- (iii) **“Contract Agreement”** means the agreement entered into between the Purchaser and the Supplier using the form of Contract Agreement contained in the Sample Contractual Forms Section of the request for proposals documents and any modifications to this form agreed to by the Purchaser and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.
- (iv) **“GCC”** means the General Conditions of Contract.
- (v) **“SCC”** means the Special Conditions of Contract.
- (vi) **“Technical Requirements”** means the Technical Requirements in Section VII of the request for proposals documents.
- (vii) **“Implementation Schedule”** means the Implementation Schedule in Section VII of the request for proposals documents.
- (viii) **“Contract Price”** means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

- (ix) **“Procurement Regulations”** refers to the edition **specified in the SCC** of the World Bank **“Procurement Regulations for IPF Borrowers”**.
 - (x) **“request for proposals document”** refers to the document issued by the Purchaser on the subject procurement process.
 - (xi) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

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

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
 - (xii) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Supplier’s Personnel with other Supplier’s or Purchaser’s personnel.
- (b) entities
- (i) **“Purchaser”** means the entity purchasing the Information System, as **specified in the SCC**.
 - (ii) **“Purchaser’s Personnel”** means all staff, labor and other employees of the Contract manager and of the Purchaser engaged in fulfilling the Purchaser’s obligations under the Contract; and any other personnel identified as Purchaser’s Personnel, by a notice from the Purchaser to the Supplier;
 - (iii) **“Contract manager”** means the person **named as such in the SCC** or otherwise appointed by the Purchaser in the manner provided in GCC Clause 18.1 (Contract manager) to perform the duties delegated by the Purchaser.
 - (iv) **“Supplier”** means the firm or Joint Venture whose proposal to **perform the Contract** has

been accepted by the Purchaser and is named as such in the Contract Agreement.

- (v) **“Supplier’s Representative”** means any person **nominated** by the Supplier and named as such in the Contract Agreement or otherwise approved by the Purchaser in the manner provided in GCC Clause 18.2 (Supplier’s Representative) to perform the duties delegated by the Supplier.
 - (vi) **“Supplier’s Personnel”** means all personnel whom the Supplier utilizes in the execution of the Contract, including the staff, labor and other employees of the Supplier and each Subcontractor; and any other personnel assisting the Supplier in the execution of the Contract;
 - (vii) **“Subcontractor”** means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is subcontracted directly or indirectly by the Supplier.
 - (viii) **“Adjudicator”** means the person named in Appendix 2 of the Contract Agreement, **appointed** by agreement between the Purchaser and the Supplier to make a decision on or to settle any dispute between the Purchaser and the Supplier referred to him or her by the parties, pursuant to GCC Clause 43.1 (Adjudication).
 - (ix) **“The World Bank”** (also called “The Bank”) means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (c) scope
- (i) **“Information System,”** also called “the System,” means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier’s Equipment), together with the Services to be carried out by the Supplier under the Contract.
 - (ii) **“Subsystem”** means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned

individually before Commissioning of the entire System.

- (iii) “Information Technologies” means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.
- (iv) “Goods” means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier’s Equipment.
- (v) “Services” means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support.
- (vi) “The Project Plan” means the document to be developed by the Supplier and approved by the Purchaser, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier’s proposal. The “Agreed Project Plan” is the version of the Project Plan approved by the Purchaser, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- (vii) “Software” means that part of the System which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.

- (viii) “System Software” means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., “firmware”), operating systems, communications, system and network management, and utility software.
- (ix) “General-Purpose Software” means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General-Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.
- (x) “Application Software” means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.
- (xi) “Standard Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.
- (xii) “Custom Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.
- (xiii) “Source Code” means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software

(typically, but not exclusively, required for Custom Software).

- (xiv) “Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Purchaser under the Contract.
 - (xv) “Standard Materials” means all Materials not specified as Custom Materials.
 - (xvi) “Custom Materials” means Materials developed by the Supplier at the Purchaser’s expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.
 - (xvii) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
 - (xviii) “Supplier’s Equipment” means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.
- (d) activities
- (i) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with

- the current edition Incoterms specified in the Contract.
- (ii) “Installation” means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).
 - (iii) “Pre-commissioning” means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).
 - (iv) “Commissioning” means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause 27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test(s).
 - (v) “Operational Acceptance Tests” means the tests specified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).
 - (vi) “Operational Acceptance” means the acceptance by the Purchaser of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause 27.3 (Operational Acceptance).
- (e) place and time
- (i) “Purchaser’s Country” is the **country named in the SCC**.
 - (ii) “Supplier’s Country” is the country in which the Supplier is legally organized, as named in the Contract Agreement.
 - (iii) **Unless otherwise specified in the SCC** “Project Site(s)” means the place(s) in the Site Table in the

Technical Requirements Section for the supply and installation of the System.

- (iv) “Eligible Country” means the countries and territories eligible for participation in procurements financed by the World Bank as defined in the Procurement Regulations.
- (v) “Day” means calendar day of the Gregorian Calendar.
- (vi) “Week” means seven (7) consecutive Days, beginning the day of the week as is customary in the Purchaser’s Country.
- (vii) “Month” means calendar month of the Gregorian Calendar.
- (viii) “Year” means twelve (12) consecutive Months.
- (ix) “Effective Date” means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Subsystem(s).
- (x) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Purchaser and Supplier in relation to the System, as **unless otherwise specified in the SCC**, the Contract shall continue in force until the Information System and all the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract.
- (xi) “Defect Liability Period” (also referred to as the “Warranty Period”) means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Subsystem(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Subsystem[s]) as provided in GCC Clause 29 (Defect Liability).
- (xii) “The Coverage Period” means the Days of the Week and the hours of those Days during which

maintenance, operational, and/or technical support services (if any) must be available.

- (xiii) The Post-Warranty Services Period” means the number of years **defined in the SCC** (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s).

2. Contract Documents

- 2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

3. Interpretation

- 3.1 Governing Language

3.1.1 **Unless otherwise specified in the SCC**, all Contract Documents and related correspondence exchanged between Purchaser and Supplier shall be written in the language of the request for proposals document (English), and the Contract shall be construed and interpreted in accordance with that language.

3.1.2 If any of the Contract Documents or related correspondence are prepared in a language other than the governing language under GCC Clause 3.1.1 above, the translation of such documents into the governing language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costs and risks of such translation.

- 3.2 Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

- 3.3 Headings

The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

- 3.4 Persons

Words importing persons or parties shall include firms, corporations, and government entities.

3.5 Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the Incoterms

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1^{er}, 75008 Paris, France.

3.6 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and Supplier with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.

3.7 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

3.8 Independent Supplier

The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.

Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Purchaser.

3.9 Joint Venture

If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or

constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

3.10 Nonwaiver

3.10.1 Subject to GCC Clause 3.10.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.10.2 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.11 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.12 Country of Origin

"Origin" means the place where the Information Technologies, Materials, and other Goods for the System were produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, Software development, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The Origin of Goods and Services is distinct from the nationality of the Supplier and may be different.

4. Notices

4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to GCC Clause 4.3 below, by personal delivery, airmail post, special courier, facsimile, electronic mail, or other electronic means, with the following provisions.

4.1.1 Any notice sent by facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch

by notice sent by airmail post or special courier, except as otherwise specified in the Contract.

- 4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by airmail or special courier.
- 4.1.3 Any notice delivered personally or sent by facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.
- 4.1.4 Either party may change its postal, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.
- 4.2 Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.
- 4.3 Pursuant to GCC Clause 18, notices from/to the Purchaser are normally given by, or addressed to, the Contract manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Contract manager or Supplier's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or for any other reason, the Purchaser or Supplier may give and receive notices at their fallback addresses. The address of the Contract manager and the fallback address of the Purchaser are as **specified in the SCC** or as subsequently established/amended. The address of the Supplier's Representative and the fallback address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.

- 5. Governing Law**
- 5.1 The Contract shall be governed by and interpreted in accordance with the laws of the country **specified in the SCC**.
- 5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 6. Fraud and Corruption**
- 6.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the Appendix 1 to the GCC.
- 6.2 The Purchaser requires the Suppliers to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the procurement process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. SUBJECT MATTER OF CONTRACT

- 7. Scope of the System**
- 7.1 Unless otherwise expressly **limited in the SCC** or Technical Requirements, the Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed Project Plan.
- 7.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items

and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.

- 7.3 The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's proposal, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as **specified in the SCC**, including the relevant terms, characteristics, and timings.

**8. Time for
Commencement
and Operational
Acceptance**

- 8.1 The Supplier shall commence work on the System within the period **specified in the SCC**, and without prejudice to GCC Clause 28.2, the Supplier shall thereafter proceed with the System in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan.
- 8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

9. Supplier's Responsibilities

9.1 The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand. The Supplier shall ensure that its Subcontractors carry out the work on the Information System in accordance with the Contract, including complying with relevant environmental and social requirements and the obligations set out in GCC Clause 9.9.

The Supplier shall at all times take all reasonable precautions to maintain the health and safety of the Supplier's Personnel employed for the execution of the Contract at the Project Site/s in the Purchaser's country where the Contract is executed.

If **required in the SCC**, the Supplier shall submit to the Purchaser for its approval a health and safety manual which has been specifically prepared for the Contract.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out any applicable health and safety requirement under the Contract,

(a) which may include:

- (i) the procedures to establish and maintain a safe working environment;
- (ii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from natural or man-made hazards);
- (iii) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
- (iv) the measures to be implemented to avoid or minimize the spread of communicable diseases; and

(b) any other requirements stated in the Purchaser's Requirements.

- 9.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Purchaser and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to proposal submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
- 9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause 41.2.
- 9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Purchaser's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's Personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Purchaser under GCC Clause 10.4 and that are necessary for the performance of the Contract.
- 9.5 The Supplier shall comply with all laws in force in the Purchaser's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the Purchaser to the extent that such liability, damage, claims, fines, penalties, and

expenses were caused or contributed to by a fault of the Purchaser.

- 9.6 Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).
- 9.7 Pursuant to paragraph 2.2 e. of the Appendix 1 to the General Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to GCC Clause 6.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 9.8 The Supplier shall conform to the sustainable procurement contractual provisions, if and as **specified in the SCC**.
- 9.9 **Code of Conduct**

The Supplier shall have a Code of Conduct for the Supplier's Personnel employed for the execution of the Contract at the Project Site/s.

The Supplier shall take all necessary measures to ensure that each such personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by such personnel, and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Supplier shall also ensure that the Code of Conduct is visibly displayed in the Project Site/s as well as, as applicable, in areas outside the Project Site/s accessible to the local

community and any project affected people. The posted Code of Conduct shall be provided in languages comprehensible to the Supplier's Personnel, Purchaser's Personnel and the local community.

The Supplier's Management Strategy and Implementation Plans, if applicable, shall include appropriate processes for the Supplier to verify compliance with these obligations.

9.10 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.

9.11 The Supplier, including its Subcontractors, shall comply with all applicable safety obligations. The Supplier shall at all times take all reasonable precautions to maintain the health and safety of the Supplier's Personnel employed for the execution of Contract at the Project Site/s.

9.12 Training of Supplier's Personnel

The Supplier shall provide appropriate training to relevant Supplier's Personnel on any applicable environmental and social aspect of the Contract, including appropriate sensitization on prohibition of SEA, health and safety.

As stated in the Purchaser's Requirements or as instructed by the Contract manager, the Supplier shall also allow appropriate opportunities for the relevant personnel to be trained on any applicable environmental and social aspects of the Contract by the Purchaser's Personnel and/or other personnel assigned by the Purchaser.

The Supplier shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Supplier's Personnel.

9.13 Stakeholder engagements

The Supplier shall provide relevant contract- related information, as the Purchaser and/or Contract manager may reasonably request to conduct contract stakeholder engagement. "Stakeholder" refers to individuals or groups who:

- (a) are affected or likely to be affected by the Contract;
and
- (b) may have an interest in the Contract.

The Supplier may also directly participate in contract stakeholder engagements, as the Purchaser and/or Contract manager may reasonably request.

9.14 Forced Labor

The Supplier, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

9.15 Child Labor

The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Supplier, including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Supplier with the Contract manager's consent. The Supplier shall be subject to regular monitoring by the Contract manager that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

9.16 Non-Discrimination and Equal Opportunity

The Supplier shall not make decisions relating to the employment or treatment of personnel for the execution of the Contract on the basis of personal characteristics unrelated to inherent job requirements. The Supplier shall base the employment of personnel for the execution of the Contract on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Supplier shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Clause 9.15).

9.17 Personnel Grievance Mechanism

The Supplier shall have a grievance mechanism for personnel employed in the execution of the Contract to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The grievance mechanism may utilize existing grievance mechanisms, provided that they are properly

designed and implemented, address concerns promptly, and are readily accessible to such personnel.

9.18 Security of the Project Site

If stated in the SCC, the Supplier shall be responsible for the security at the Project Site/s including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

In making security arrangements, the Supplier shall be guided by applicable laws and any other requirements that may be stated in the Purchaser's Requirements.

The Supplier shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Supplier's Personnel, Purchaser's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Purchaser's Requirements.

The Supplier shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

9.19 Recruitment of Persons

The Supplier shall not recruit, or attempt to recruit, either on limited time or permanent basis or through any other contractual agreement, staff and labor from amongst the Purchaser's Personnel.

9.20 **Unless otherwise specified in the SCC** the Supplier shall have no other Supplier responsibilities.

10. Purchaser's Responsibilities

10.1 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser to the Supplier, except when otherwise expressly stated in the Contract.

10.2 The Purchaser shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to

- provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1 (b).
- 10.3 The Purchaser shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.
- 10.4 If requested by the Supplier, the Purchaser shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the Supplier's Personnel, as the case may be, to obtain.
- 10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed Project Plan, or other parts of the Contract, the Purchaser shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.
- 10.6 The Purchaser shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Purchaser may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.
- 10.7 Unless otherwise specified in the Contract or agreed upon by the Purchaser and the Supplier, the Purchaser shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan.
- 10.8 The Purchaser will designate appropriate staff for the training courses to be given by the Supplier and shall make

- all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed Project Plan, or other parts of the Contract.
- 10.9 The Purchaser assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.
- 10.10 The Purchaser is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.
- 10.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Purchaser, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test(s), in accordance with GCC Clause 27.2.
- 10.12 **Unless otherwise specified in the SCC** the Purchaser shall have no other Purchaser responsibilities.

C. PAYMENT

- 11. Contract Price**
- 11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- 11.2 Unless an adjustment clause is **provided for in the SCC**, the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;
- 11.3 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

**12. Terms
Payment**

- of** 12.1 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC Clause 22.5 and upon fulfillment of other obligations stipulated in the Contract.

The Contract Price shall be paid as **specified in the SCC**.

- 12.2 No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the System or any Subsystem(s).
- 12.3 Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of a valid invoice by the Supplier. In the event that the Purchaser fails to make any payment by its respective due date or within the period set forth in the Contract, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate(s) **specified in the SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 12.4 Payments shall be made in the currency(ies) specified in the Contract Agreement, pursuant to GCC Clause 11. For Goods and Services supplied locally, payments shall be made **as specified in the SCC**.
- 12.5 **Unless otherwise specified in the SCC**, payment of the foreign currency portion of the Contract Price for Goods supplied from outside the Purchaser's Country shall be made to the Supplier through an irrevocable letter of credit opened by an authorized bank in the Supplier's Country and will be payable on presentation of the appropriate documents. It is agreed that the letter of credit will be subject to Article 10 of the latest revision of *Uniform Customs and Practice for Documentary Credits*, published by the International Chamber of Commerce, Paris.
- 12.6 **As specified in the SCC**, if the Supplier fails to perform its cyber security obligations under the Contract, an assessed amount, as determined by the Contract manager, may be withheld until the obligation has been performed.

13. Securities

13.1 Issuance of Securities

The Supplier shall provide the securities specified below in favor of the Purchaser at the times and in the amount, manner, and form specified below.

13.2 Advance Payment Security

13.2.1 The Supplier shall provide within twenty-eight (28) days of the notification of Contract award an Advance Payment Security in the amount and currency of the Advance Payment specified in SCC for GCC Clause 12.1 above and valid until the System is Operationally Accepted.

13.2.2 The security shall be in the form provided in the request for proposal document or in another form acceptable to the Purchaser. The amount of the security shall be reduced in proportion to the value of the System executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Purchaser. **Unless otherwise specified in the SCC**, the reduction in value and expiration of the Advance Payment Security are calculated as follows:

$P*a/(100-a)$, where “P” is the sum of all payments effected so far to the Supplier (excluding the Advance Payment), and “a” is the Advance Payment expressed as a percentage of the Contract Price pursuant to the SCC for GCC Clause 12.1.

The security shall be returned to the Supplier immediately after its expiration.

13.3 Performance Security

13.3.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency **specified in the SCC**.

13.3.2 The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the request for proposal document, or it shall be in another form acceptable to the Purchaser.

13.3.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any

extensions to the period. The security shall be returned to the Supplier no later than twenty-eight (28) days after its expiration.

- 13.3.4 Upon Operational Acceptance of the entire System, the security shall be reduced to the amount **specified in the SCC**, on the date of the Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier.

14. Taxes and Duties

- 14.1 For Goods or Services supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country. Any duties, such as importation or customs duties, and taxes and other levies, payable in the Purchaser's country for the supply of Goods and Services from outside the Purchaser's country are the responsibility of the Purchaser unless these duties or taxes have been made part of the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to, in which case the duties and taxes will be the Supplier's responsibility.
- 14.2 For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Purchaser. The only exception are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in the Purchaser's country, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.
- 14.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of proposal submission in the Purchaser's Country (also called "Tax" in this GCC Clause 14.4). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is

abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

D. INTELLECTUAL PROPERTY

15. Copyright

- 15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
- 15.2 The Purchaser agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except that additional copies of Standard Materials may be made by the Purchaser for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.
- 15.3 The Purchaser's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or **unless otherwise specified in the SCC** to a legally constituted successor organization (e.g., a reorganization of a public entity formally authorized by the government or through a merger or acquisition of a private entity).
- 15.4 **Unless otherwise specified in the SCC**, the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Purchaser. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing (as legally sufficient) that the Purchaser may consider necessary or desirable to perfect the right, title, and interest of the Purchaser in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Purchaser and

where permitted by applicable law, ensure that the holder of such a moral right waives it.

- 15.5 **Unless otherwise specified in the SCC**, escrow arrangements shall NOT be required.

16. Software License Agreements

- 16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Purchaser, the Supplier hereby grants to the Purchaser license to access and use the Software, including all inventions, designs, and marks embodied in the Software.

Such license to access and use the Software shall:

- (a) be:
 - (i) nonexclusive;
 - (ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);
 - (iii) **unless otherwise specified in the SCC** valid throughout the territory of the Purchaser's Country;
 - (iv) **unless otherwise specified in the SCC** subject to NO additional restrictions.
- (b) permit the Software to be:
 - (i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's proposal), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;
 - (ii) used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's proposal specifies a class of computer to which the license is restricted, the replacement computer(s) is(are) within that class;
 - (iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by

means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;

- (iv) reproduced for safekeeping or backup purposes;
- (v) customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;
- (vi) **unless otherwise specified in the SCC**, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and
- (vii) **unless otherwise specified in the SCC** disclosed to, and reproduced for use by, NO other parties.

- 16.2 The Supplier has the right to audit the Standard Software to verify compliance with the above license agreements. **Unless otherwise specified in the SCC**, the Purchaser will make available to the Supplier, within seven (7) days of a written request, accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between the Purchaser and the Supplier, Purchaser will allow, under a pre-specified agreed procedure, the execution of embedded software functions under Supplier's control, and unencumbered transmission of resulting information on software usage.

17. Confidential Information

- 17.1 **Unless otherwise specified in the SCC**, the "Receiving Party" (either the Purchaser or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.
- 17.2 For the purposes of GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Purchaser or the Purchaser's use of the System.
- 17.3 Notwithstanding GCC Clauses 17.1 and 17.2:
- (a) the Supplier may furnish to its Subcontractor Confidential Information of the Purchaser to the extent reasonably required for the Subcontractor to perform its work under the Contract; and
 - (b) the Purchaser may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries,
- in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party.
- 17.4 The Purchaser shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Purchaser's prior written consent, use any Confidential Information received from the Purchaser for any purpose other than those that are required for the performance of the Contract.

- 17.5 The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:
- (a) now or hereafter enters the public domain through no fault of the Receiving Party;
 - (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
 - (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality;
 - (d) is being provided to the Bank.
- 17.6 The above provisions of this GCC Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.
- 17.7 **Unless otherwise specified in the SCC**, the provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for three (3) years.

E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM

18. Representatives 18.1 Contract manager

If the Contract manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Purchaser shall appoint and notify the Supplier in writing of the name of the Contract manager. The Purchaser may from time to time appoint some other person as the Contract manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. **Unless otherwise specified in the SCC** (if any), the Contract manager shall have the authority to represent the Purchaser on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Purchaser pursuant to GCC Clause 4.

18.2 Supplier's Representative

- 18.2.1 If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Purchaser in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier's Representative. If the Purchaser does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Purchaser objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 18.2.1.
- 18.2.2 **Unless otherwise specified in the SCC** (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier pursuant to GCC Clause 4.
- 18.2.3 The Supplier shall not revoke the appointment of the Supplier's Representative without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative, pursuant to the procedure set out in GCC Clause 18.2.1.
- 18.2.4 The Supplier's Representative and staff are obliged to work closely with the Purchaser's Contract manager and staff, act within their own authority, and abide by directives issued by the Purchaser that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of the Supplier's Personnel.
- 18.2.5 The Supplier's Representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be

revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.

18.2.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause 18.2.5 shall be deemed to be an act or exercise by the Supplier's Representative.

18.3 Removal of Supplier's Personnel

18.3.1 The Contract manager may require the Supplier to remove (or cause to be removed) the Supplier's Representative or any other person employed by the Supplier in the execution of the Contract, who:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;
- (f) has been recruited from the Purchaser's Personnel;
- (g) engages in any other behaviour which breaches the Code of Conduct, as applicable;

If appropriate, the Supplier shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Contract manager to remove or cause to remove any person, the Supplier shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from work on the System, any person Employed by the Supplier in the execution of the Contract who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.

18.3.2 If any representative or person employed by the Supplier is removed in accordance with GCC Clause 18.3.1, the Supplier shall, where required, promptly appoint a suitable replacement with equivalent skills and experience.

19. Project Plan

- 19.1 In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Supplier's proposal, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/or Technical Requirements.
- 19.2 **Unless otherwise specified in the SCC**, within thirty (30) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Purchaser. Such submission to the Purchaser shall include any applicable environmental and social management plan to manage environmental and social risks and impacts. The Purchaser shall, within fourteen (14) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called "non-conformities" below). The Supplier shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Purchaser. The Purchaser shall, within five (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Purchaser shall provide confirmation in writing to the Supplier. This approved Project Plan ("the Agreed Project Plan") shall be contractually binding on the Purchaser and the Supplier.
- 19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 39 and 40.
- 19.4 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed Project Plan and the Contract.

19.5 **Unless otherwise specified in the SCC**, the Supplier shall submit to the Purchaser Monthly Progress Reports summarizing:

- (i) results accomplished during the prior period;
- (ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;
- (iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;
- (iv) other issues and outstanding problems; proposed actions to be taken;
- (v) resources that the Supplier expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;
- (vi) status of compliance to environmental and social requirements, as applicable;
- (vii) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.

19.6 The Supplier shall submit to the Purchaser other (periodic) reports as specified in the SCC.

19.7 Immediate Reporting requirement

The Supplier shall inform the Contract manager immediately of any allegation, incident or accident in Project Site/s, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Purchaser's Personnel or Supplier's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; any cyber security incidents as **specified in the SCC**; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Supplier, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Purchaser of any such incident or accident on the

Subcontractors' or suppliers' premises relating to the Contract which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Purchaser's Personnel or Supplier's Personnel. The notification shall provide sufficient detail regarding such incidents or accidents.

The Supplier shall provide full details of such incidents or accidents to the Contract manager within the timeframe agreed with the Purchaser.

The Purchaser shall require its Subcontractors to immediately notify it of any incidents or accidents referred to in this Sub- Clause.

- 20. Subcontracting**
- 20.1 Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Purchaser. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Purchaser for its approval in sufficient time so as not to impede the progress of work on the System. Submission by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Approval by the Purchaser of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.
- 20.2 The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Purchaser's prior approval under GCC Clause 20.3.
- 20.3 For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Purchaser in writing at least twenty-eight (28) days prior to

the proposed mobilization date for such Subcontractor, including by providing the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration; and (ii) by the end of this period either the Purchaser has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Purchaser has objected in writing prior to the end of the notice period. The absence of a written objection by the Purchaser during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Purchaser of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Purchaser or Supplier as they are specified in GCC Clauses 20.1 and 20.2, or in Appendix 3 of the Contract Agreement.

- 20.4 The Supplier shall ensure that its Subcontractors comply with the relevant ES requirements and the obligations set out in GCC Clause 9.9.

21. Design and Engineering

21.1 Technical Specifications and Drawings

- 21.1.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.

The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Contract manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

- 21.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Contract manager.

21.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of proposal submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with GCC Clause 39.3.

21.3 Approval/Review of Controlling Technical Documents by the Contract manager

21.3.1 Unless otherwise specified in the SCC, there will NO Controlling Technical Documents required. However, **if the SCC specifies** Controlling Technical Documents, the Supplier shall prepare and furnish such documents for the Contract manager's approval or review.

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

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

21.3.2 Within fourteen (14) days after receipt by the Contract manager of any document requiring the Contract manager's approval in accordance with GCC Clause 21.3.1, the Contract manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Contract manager proposes. If the Contract manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Contract manager.

21.3.3 The Contract manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.

21.3.4 If the Contract manager disapproves the document, the Supplier shall modify the document and resubmit it for

the Contract manager's approval in accordance with GCC Clause 21.3.2. If the Contract manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Contract manager approves such documents.

21.3.5 If any dispute occurs between the Purchaser and the Supplier in connection with or arising out of the disapproval by the Contract manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 43.1 (Adjudication). If such dispute is referred to an Adjudicator, the Contract manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Contract manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Purchaser has not given notice under GCC Clause 43.1.2, then the Supplier shall be reimbursed by the Purchaser for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

21.3.6 The Contract manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Contract manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

21.3.7 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Contract manager an amended document and obtained

the Contract manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Contract manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

**22. Procurement,
Delivery, and
Transport**

22.1 Subject to related Purchaser's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.

22.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.

22.3 Early or partial deliveries require the explicit written consent of the Purchaser, which consent shall not be unreasonably withheld.

22.4 Transportation

22.4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Purchaser's instructions to the Supplier.

22.4.2 The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms.

22.4.3 **Unless otherwise specified in the SCC**, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

22.5 **Unless otherwise specified in the SCC**, the Supplier will provide the Purchaser with shipping and other documents, as specified below:

22.5.1 For Goods supplied from outside the Purchaser's Country:

Upon shipment, the Supplier shall notify the Purchaser and the insurance company contracted by the Supplier

to provide cargo insurance by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate, with a copy to the cargo insurance company:

- (a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;
- (b) usual transportation documents;
- (c) insurance certificate;
- (d) certificate(s) of origin; and
- (e) estimated time and point of arrival in the Purchaser's Country and at the site.

22.5.2 For Goods supplied locally (i.e., from within the Purchaser's country):

Upon shipment, the Supplier shall notify the Purchaser by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate:

- (a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;
- (b) delivery note, railway receipt, or truck receipt;
- (c) certificate of insurance;
- (d) certificate(s) of origin; and
- (e) estimated time of arrival at the site.

22.6 Customs Clearance

- (a) The Purchaser will bear responsibility for, and cost of, customs clearance into the Purchaser's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Purchaser's country in the Price Schedules referred to by Article 2 of the Contract Agreement.
- (b) At the request of the Purchaser, the Supplier will make available a representative or agent during the process of customs clearance in the Purchaser's country for goods supplied from outside the Purchaser's country. In the event of delays in

customs clearance that are not the fault of the Supplier:

- (i) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 40;
- (ii) the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.

23. Product Upgrades

- 23.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its proposal and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause 39 (Changes to the System).
- 23.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser's Country, pursuant to GCC Clause 39 (Changes to the System).
- 23.3 During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its proposal.
- 23.4 **Unless otherwise specified in the SCC**, during the Warranty Period, the Supplier will provide at no additional cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's country, and

no later than twelve (12) months after they are released in the country of origin of the Software.

- 23.5 The Purchaser shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty four (24) months after the Purchaser receives a production-ready copy of a subsequent version, release, or update. The Purchaser shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.

24. Implementation, Installation, and Other Services

- 24.1 The Supplier shall provide all Services specified in the Contract and Agreed Project Plan in accordance with the highest standards of professional competence and integrity.
- 24.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its proposal) and shall not exceed the prevailing rates charged by the Supplier to other purchasers in the Purchaser's Country for similar services.

25. Inspections and Tests

- 25.1 The Purchaser or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/or conformity to the Contract at the point of delivery and/or at the Project Site.
- 25.2 The Purchaser or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Purchaser shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.

- 25.3 Should the inspected or tested components fail to conform to the Contract, the Purchaser may reject the component(s), and the Supplier shall either replace the rejected component(s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Purchaser.
- 25.4 The Contract manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.
- 25.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 43 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

26. Installation of the System

- 26.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed Project Plan, the Supplier shall so notify the Purchaser in writing.
- 26.2 The Contract manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section in the request for proposals document, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the

System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Contract manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Purchaser in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause 26.2 shall be repeated, as necessary, until an Installation Certificate is issued.

- 26.3 If the Contract manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, or if the Purchaser puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Purchaser put the System into production operation, as the case may be.

**27. Commissioning
and Operational
Acceptance**

27.1 Commissioning

27.1.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier:

- (a) immediately after the Installation Certificate is issued by the Contract manager, pursuant to GCC Clause 26.2; or
- (b) as otherwise specified in the Technical Requirement or the Agreed Project Plan; or
- (c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3.

27.1.2 The Purchaser shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning.

Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.

27.2 Operational Acceptance Tests

27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the

Purchaser (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s]), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's proposal, including, but not restricted to, the functional and technical performance requirements. **Unless otherwise specified in the SCC**, the Operational Acceptance Tests during Commissioning will be conducted as specified in the Technical Requirements and/or the Agreed Project Plan.

At the Purchaser's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.

27.2.2 If for reasons attributable to the Purchaser, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by the Purchaser and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.

27.3 Operational Acceptance

27.3.1 Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when

- (a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed Project Plan have been successfully completed; or
- (b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Purchaser within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or

- (c) the Purchaser has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Purchaser and document such use.
- 27.3.2 At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give a notice to the Contract manager requesting the issue of an Operational Acceptance Certificate.
- 27.3.3 After consultation with the Purchaser, and within fourteen (14) days after receipt of the Supplier's notice, the Contract manager shall:
 - (a) issue an Operational Acceptance Certificate; or
 - (b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or
 - (c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.
- 27.3.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Contract manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Purchaser, and the Purchaser, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Purchaser of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The Purchaser shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.
- 27.3.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, then either:

- (a) the Purchaser may consider terminating the Contract, pursuant to GCC Clause 41.2.2;

or

- (b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Purchaser to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.

27.3.6 If within fourteen (14) days after receipt of the Supplier's notice the Contract manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Contract manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice.

27.4 Partial Acceptance

27.4.1 If so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.

27.4.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned.

27.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Contract manager

shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Purchaser or Supplier.

F. GUARANTEES AND LIABILITIES

28. Operational Acceptance Time Guarantee

- 28.1 The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule and/or the Agreed Project Plan pursuant to GCC Clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).
- 28.2 **Unless otherwise specified in the SCC**, if the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Purchaser liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount of ten (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2.
- 28.3 **Unless otherwise specified in the SCC**, liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. This Clause 28.3 shall not limit, however, any other rights or

remedies the Purchaser may have under the Contract for other delays.

- 28.4 If liquidated damages are claimed by the Purchaser for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Purchaser in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

29. Defect Liability

- 29.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. **Unless otherwise specified in the SCC**, there will be NO exceptions and/or limitations to this warranty with respect to Software (or categories of Software). Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.
- 29.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.
- 29.3 **Unless otherwise specified in the SCC**, the Supplier warrants that: (i) all Goods components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines, and (ii) they have been previously released to the market.
- 29.4 **Unless otherwise specified in the SCC**, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for thirty-six (36) months.
- 29.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design,

engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.

- 29.6 The Supplier shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the System arising out of or resulting from any of the following causes:
- (a) improper operation or maintenance of the System by the Purchaser;
 - (b) normal wear and tear;
 - (c) use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or
 - (d) modifications made to the System by the Purchaser, or a third party, not approved by the Supplier.
- 29.7 The Supplier's obligations under this GCC Clause 29 shall not apply to:
- (a) any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or
 - (b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Purchaser or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.
- 29.8 The Purchaser shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Purchaser shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.

- 29.9 The Supplier may, with the consent of the Purchaser, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Purchaser may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, whereupon the Supplier shall carry out such tests.

If such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the Purchaser and the Supplier.

- 29.10 **Unless otherwise specified in the SCC**, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the Purchaser may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.
- 29.11 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the Purchaser because of such defect and/or making good of such defect.
- 29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, the Purchaser may choose to retain physical possession of any replaced defective information storage devices.
- 29.13 At the request of the Purchaser and without prejudice to any other rights and remedies that the Purchaser may have

against the Supplier under the Contract, the Supplier will offer all possible assistance to the Purchaser to seek warranty services or remedial action from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation assignment or transfer in favor of the Purchaser of the benefit of any warranties given by such producers or licensors to the Supplier.

**30. Functional
Guarantees**

- 30.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Purchaser's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance governs how technical conformance of the System to the Contract requirements will be determined.
- 30.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.
- 30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.

**31. Intellectual
Property Rights
Warranty**

- 31.1 The Supplier hereby represents and warrants that:
- (a) the System as supplied, installed, tested, and accepted;
 - (b) use of the System in accordance with the Contract; and

- (c) copying of the Software and Materials provided to the Purchaser in accordance with the Contract

do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.

**32. Intellectual
Property Rights
Indemnity**

32.1 The Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:

- (a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;
- (b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and
- (c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause 32.2.

32.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.

32.3 Such indemnities shall also not apply if any claim of infringement:

- (a) is asserted by a parent, subsidiary, or affiliate of the Purchaser's organization;
- (b) is a direct result of a design mandated by the Purchaser's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Proposal; or
- (c) results from the alteration of the System, including the Materials, by the Purchaser or any persons other than the Supplier or a person authorized by the Supplier.

32.4 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Clause 32.1, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) days, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

32.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Purchaser or any persons (other than the Supplier) contracted by the

Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

32.6 Such indemnity shall not cover

- (a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;
- (b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Purchaser or any other person contracted by the Purchaser, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

32.7 Such indemnities shall also not apply:

- (a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Supplier's organization;
- (b) to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Purchaser or any persons contracted by the Purchaser.

32.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in

conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.

- 33. Limitation of Liability**
- 33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

G. RISK DISTRIBUTION

- 34. Transfer of Ownership**
- 34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Purchaser at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.
- 34.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) Clause 16 (Software License Agreements), and any elaboration in the Technical Requirements.
- 34.3 Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.
- 35. Care of the System**
- 35.1 The Purchaser shall become responsible for the care and custody of the System or Subsystems upon their Delivery. The Purchaser shall make good at its own cost any loss or damage that may occur to the System or Subsystems from

any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance), excepting such loss or damage arising from acts or omissions of the Supplier, its employees, or subcontractors.

35.2 If any loss or damage occurs to the System or any part of the System by reason of:

- (a) (insofar as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced Supplier could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;
- (b) any use not in accordance with the Contract, by the Purchaser or any third party;
- (c) any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Purchaser, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2,

the Purchaser shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Purchaser requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Purchaser in accordance with GCC Clause 39. If the Purchaser does not request the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Purchaser shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Purchaser shall terminate the Contract pursuant to GCC Clause 41.1.

35.3 The Purchaser shall be liable for any loss of or damage to any Supplier's Equipment which the Purchaser has

authorized to locate within the Purchaser's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors.

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

36.1 The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in the Purchaser's Country.

36.2 Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Purchaser or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Purchaser, its contractors, employees, officers, or agents.

36.3 If any proceedings are brought or any claim is made against the Purchaser that might subject the Supplier to liability under GCC Clause 36.2, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) day period, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

36.4 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including

losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Purchaser, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.

- 36.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Purchaser to liability under GCC Clause 36.4, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.
- 36.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

37. Insurances

- 37.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, who should not unreasonably withhold such approval.

(a) Cargo Insurance During Transport

as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.

(b) Installation “All Risks” Insurance

as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under “all risks” insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.

(c) Third-Party Liability Insurance

On terms as **specified in the SCC**, covering bodily injury or death suffered by third parties (including the Purchaser’s personnel) and loss of or damage to property (including the Purchaser’s property and any Subsystems that have been accepted by the Purchaser) occurring in connection with the supply and installation of the Information System.

(d) Automobile Liability Insurance

In accordance with the statutory requirements prevailing in the Purchaser’s Country, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

(e) Other Insurance (if any), as **specified in the SCC**.

37.2 The Purchaser shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1, except for the Third-Party Liability, and the Supplier’s Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1 except for Cargo Insurance During Transport. All insurer’s rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

37.3 The Supplier shall deliver to the Purchaser certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

- 37.4 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.
- 37.5 If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the Purchaser may take out and maintain in effect any such insurance and may from time to time deduct from any amount due the Supplier under the Contract any premium that the Purchaser shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.
- 37.6 Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Supplier. The Purchaser shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Purchaser's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Purchaser. With respect to insurance claims in which the Supplier's interest is involved, the Purchaser shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.
- 38. Force Majeure**
- 38.1 "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:
- (a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
 - (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
 - (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or

- ruler, or any other act or failure to act of any local state or national government authority;
- (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
 - (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
 - (f) failure, by the Supplier, to obtain the necessary export permit(s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.
- 38.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.
- 38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).
- 38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 38.6.

- 38.5 No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
- (a) constitute a default or breach of the Contract;
 - (b) (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- 38.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
- 38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Purchaser and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.
- 38.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.

H. CHANGE IN CONTRACT ELEMENTS

39. Changes to the System

- 39.1 Introducing a Change
- 39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the Purchaser shall have the right to propose, and subsequently require, the Contract manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called “Change”), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.

A Change may involve, but is not restricted to, the substitution of updated Information Technologies and

related Services in accordance with GCC Clause 23 (Product Upgrades).

39.1.2 The Supplier may from time to time during its performance of the Contract propose to the Purchaser (with a copy to the Contract manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Purchaser may at its discretion approve or reject any Change proposed by the Supplier.

39.1.3 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.

39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Contractual Forms Section in the request for proposals document.

39.1.5 Moreover, the Purchaser and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be “frozen.” Any Change initiated after this time will be dealt with after Operational Acceptance.

39.2 Changes Originating from Purchaser

39.2.1 If the Purchaser proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Supplier a “Request for Change Proposal,” requiring the Supplier to prepare and furnish to the Contract manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:

- (a) brief description of the Change;
- (b) impact on the Time for Achieving Operational Acceptance;
- (c) detailed estimated cost of the Change;
- (d) effect on Functional Guarantees (if any);
- (e) effect on any other provisions of the Contract; and

- (f) any additional documents as **specified in the SCC**.
- 39.2.2 Prior to preparing and submitting the “Change Proposal,” the Supplier shall submit to the Contract manager a “Change Estimate Proposal,” which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier’s Change Estimate Proposal, the Purchaser shall do one of the following:
- (a) accept the Supplier’s estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;
 - (b) advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;
 - (c) advise the Supplier that the Purchaser does not intend to proceed with the Change.
- 39.2.3 Upon receipt of the Purchaser’s instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Purchaser and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.
- 39.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.
- 39.2.5 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If

the Purchaser accepts the Supplier's objection, the Purchaser shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.

39.2.6 Upon receipt of the Change Proposal, the Purchaser and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Purchaser shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the Purchaser is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If the Purchaser decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.

39.2.7 If the Purchaser and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause 6 (Settlement of Disputes).

39.3 Changes Originating from Supplier

If the Supplier proposes a Change pursuant to GCC Clause 39.1.2, the Supplier shall submit to the Contract manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 39.2.6 and

39.2.7. However, should the Purchaser choose not to proceed or the Purchaser and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Purchaser and the Supplier to the contrary.

39.4 Value engineering. The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing Contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency, safety or sustainability of the systems; or
- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the systems.

If the value engineering proposal is approved by the Purchaser and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above,

the amount to be paid to the Supplier shall be the full increase in the Contract Price.

- 40. Extension of Time for Achieving Operational Acceptance**
- 40.1 The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:
- (a) any Change in the System as provided in GCC Clause 39 (Change in the Information System);
 - (b) any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);
 - (c) default of the Purchaser; or
 - (d) any other matter specifically mentioned in the Contract;
- by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.
- 40.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Contract manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 43.
- 40.3 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.
- 41. Termination**
- 41.1 Termination for Purchaser's Convenience
- 41.1.1 The Purchaser may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.
 - 41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination

- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.1.2 (d) (ii) below;
- (c) remove all Supplier's Equipment from the site, repatriate the Supplier's Personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
- (d) in addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall
 - (i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
 - (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
 - (iii) deliver to the Purchaser all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.1.3 In the event of termination of the Contract under GCC Clause 41.1.1, the Purchaser shall pay to the Supplier the following amounts:

- (a) the Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;
- (b) the costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and in the repatriation of the Supplier's Personnel;
- (c) any amount to be paid by the Supplier to its Subcontractors in connection with the

termination of any subcontracts, including any cancellation charges;

- (d) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2 (a); and
- (e) the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.

41.2 Termination for Supplier's Default

41.2.1 The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Supplier, referring to this GCC Clause 41.2:

- (a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;
- (b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or
- (c) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of the Appendix 1 to the GCC, in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

41.2.2 If the Supplier:

- (a) has abandoned or repudiated the Contract;

- (b) has without valid reason failed to commence work on the System promptly;
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- (d) refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed Project Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the Purchaser that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended;

then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within thirty (30) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.

41.2.3 Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.2.3 (d) below;
- (c) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
- (d) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier to the System or Subsystems as at the

date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;

- (e) deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

41.2.4 The Purchaser may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.

41.2.5 Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the Purchaser from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

41.2.6 If the Purchaser completes the System, the cost of completing the System by the Purchaser shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the Purchaser in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause 41.2.5, the Supplier shall pay the balance to the Purchaser, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Purchaser shall pay the balance to the Supplier. The Purchaser and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

41.3 Termination by Supplier

41.3.1 If:

- (a) the Purchaser has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause **pursuant to the SCC**, or commits a substantial breach of the Contract, the Supplier may give a notice to the Purchaser that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Purchaser to remedy the same, as the case may be. If the Purchaser fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Supplier's notice; or
- (b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System;

then the Supplier may give a notice to the Purchaser of such events, and if the Purchaser has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Purchaser referring to this GCC Clause 41.3.1, forthwith terminate the Contract.

- 41.3.2 The Supplier may terminate the Contract immediately by giving a notice to the Purchaser to that effect, referring to this GCC Clause 41.3.2, if the Purchaser becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or,

being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Purchaser takes or suffers any other analogous action in consequence of debt.

41.3.3 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:

- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 41.3.3 (d) (ii);
- (c) remove all Supplier's Equipment from the site and repatriate the Supplier's Personnel from the site.
- (d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:
 - (i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
 - (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
 - (iii) to the extent legally possible, deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.3.4 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, the Purchaser shall pay to the Supplier all payments specified in GCC Clause 41.1.3 and reasonable compensation for all loss, except for

loss of profit, or damage sustained by the Supplier arising out of, in connection with, or in consequence of such termination.

41.3.5 Termination by the Supplier pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.

41.4 In this GCC Clause 41, the expression “portion of the System executed” shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.

41.5 In this GCC Clause 41, in calculating any monies due from the Purchaser to the Supplier, account shall be taken of any sum previously paid by the Purchaser to the Supplier under the Contract, including any advance payment paid **pursuant to the SCC.**

42. Assignment

42.1 Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

I. SETTLEMENT OF DISPUTES

43. Settlement of Disputes

43.1 Adjudication

43.1.1 If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute by mutual consultation. If

the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix 2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause 43.2.1.

- 43.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Purchaser and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.
- 43.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Purchaser and the Supplier.
- 43.1.4 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Purchaser and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority **specified in the SCC**, or, if no Appointing Authority is **specified in SCC**, the Contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

43.2 Arbitration

43.2.1 If

- (a) the Purchaser or the Supplier is dissatisfied with the Adjudicator's decision and acts before this decision has become final and binding pursuant to GCC Clause 43.1.2, or
- (b) the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 43.1.2, and the Purchaser or the Supplier acts within the following fourteen (14) days, or
- (c) in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 43.1.1 expires without resolution of the dispute and the Purchaser or the Supplier acts within the following fourteen (14) days,

then either the Purchaser or the Supplier may act to give notice to the other party, with a copy for information to the Adjudicator in case an Adjudicator had been involved, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

43.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 43.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the Information System.

43.2.3 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

43.3 Notwithstanding any reference to the Adjudicator or arbitration in this clause,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

J. CYBER SECURITY

44. Cyber Security

- 44.1 **Pursuant to the SCC**, the Supplier, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Supplier, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.

APPENDIX 1

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

APPENDIX 2

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]

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

Date: *[insert day, month, year]*
Contract reference *[insert contract reference]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (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.
<i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>
Period of disqualification: From: _____ To: _____

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

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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

Definitions (GCC Clause 1)

GCC 1.1 (a) (ix)	The applicable edition of the Procurement Regulation is dated: <i>Procurement Regulations for IPF Borrowers” dated November 2020 (“Procurement Regulations”)</i>
GCC 1.1 (b) (i)	The Purchaser is: <i>Ministry of Justice (MOJ) of the Republic of Armenia and the Office of the Prime Minister of the Republic of Armenia (PMO).</i> The MOJ shall be responsible for the substantive aspects of the Contract, including, but not limited to, receiving and accepting all deliverables related to the System or arising from the Contract, as delivered by the Supplier, as well as signing and approving the Acceptance Acts. The PMO shall be responsible for processing and executing payments to the Supplier based on the Acceptance Act issued and approved by the MOJ, specifically by the Contract Manager identified under GCC 1.1(b)(ii).
GCC 1.1 (b) (ii)	The Contract Manager is: <i>The Deputy Minister of Justice of the Republic of Armenia responsible for policy development in the field of e-justice.</i>
GCC 1.1 (e) (i)	The Purchaser’s Country is: <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)	<i>Not applicable</i>

Interpretation (GCC Clause 3)

GCC 3.1.1	All Contract Documents and related correspondence exchanged between Purchaser and Supplier shall be written in English unless otherwise required in the Technical Requirements of this Contract and other Clauses of SCC.

Notices (GCC Clause 4)

GCC 4.3	Address of the Contract Manager: <i>Ministry of Justice (MOJ) of the RA</i> <i>3/8 Vazgen Sargsyan St, Yerevan 0010, Armenia</i>

Governing Law (GCC Clause 5)

GCC 5	The Contract shall be interpreted in accordance with the laws of: <i>Republic of Armenia</i>

B. SUBJECT MATTER OF CONTRACT

Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Proposal: <i>Not applicable.</i>

Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System from the Effective Date of the Contract.

Supplier's Responsibilities (GCC Clause 9)

GCC 9.1	Health and safety manual is not required.
GCC 9.8	The following sustainable procurement contractual provisions, apply: <i>none.</i>
GCC 9.18	The Supplier is <i>not required</i> to make security arrangements for the Project Site/s.

C. PAYMENT

Contract Price (GCC Clause 11)

GCC 11.2	Adjustments to the Contract Price shall be as follows: <i>not applicable.</i>

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 payment category. 0. ADVANCE PAYMENT Twenty percent (20%) of the entire Contract Price shall be paid against receipt of a claim accompanied by the Advance Payment Security specified in GCC Clause 13.2. The Advance Payment Security amount shall be reduced as per terms specified under GCC Clause 13.2.2. The Contract Price shall be paid in installments, based on the following payments schedule: 1. PHASE 1: INCEPTION AND PLANNING A payment of ten percent (10%) of the total Contract Price, excluding the price allocated for Phase 3 shall be made against acceptance of Phase 1, upon submission of claim supported by the Act of Acceptance issued by the Purchaser. 2. PHASE 2: DESIGN, DEVELOPMENT AND TESTING OF THE SYSTEM 2.1 PHASE 2 (A) (Line items 7 through 9 of cost summary table) A payment of fifteen percent (15%) of the total Contract Price, excluding the price allocated for Phase 3 shall be made against acceptance of PHASE 2(A), upon submission of claim supported by the Act of Acceptance issued by the Purchaser. 2.2 PHASE 2 (B) (Line items 10 through 15 of cost summary table) A payment of twenty percent (20%) of the total Contract Price, excluding the price allocated for Phase 3 shall be made against acceptance of PHASE 2(B), upon submission of claim supported by the Act of Acceptance issued by the Purchaser. 3. PHASE 3: HARDWARE DELIVERY A payment of one hundred percent (100%) of the total Contract Price allocated for Phase 3, shall be made against the completion of delivery, installation, migration, testing, and acceptance of Goods (Hardware), upon submission of the claim supported by the Act of Acceptance issued by the Purchaser.

	4. PHASE 4: TRAINING AND PILOT TESTING A payment of twenty percent (20%) of the total Contract Price, excluding the price allocated for Phase 3 shall be made against acceptance of Phase 4, upon submission of claim supported by the Act of Acceptance issued by the Purchaser. 5. PHASE 5: MIGRATION AND SYSTEM ROLLOUT (GO-LIVE) A payment of fifteen percent (15%) of the total Contract Price, excluding the price allocated for Phase 3 shall be made against acceptance of Phase 5, upon submission of claim supported by the Act of Acceptance issued by the Purchaser. 6. COMPLETE SYSTEM INTEGRATION: A payment of twenty percent (20%) of the total Contract Price, excluding the price allocated for Phase 3, shall be made as the final payment upon Operational Acceptance of the System as an integrated whole, upon submission of claim supported by the Act of Acceptance issued by the Purchaser. The payment of the Contract price, excluding local taxes, shall be made using the funds from the Fourth Public Sector Modernization Project (LOAN NUMBER 9338-AM). Local taxes shall be paid using the funds from the RA State Budget. The PMO shall process payments based on the Act of Acceptance, which shall contain a description of the delivered Goods (with part numbers, if applicable) and/or the services performed. The Act of Acceptance shall be issued by the Contract Manager of RA MOJ identified under GCC 1.1 (b)(ii) and shall be accompanied by the invoice submitted by the Supplier.
GCC 12.3	Purchaser shall pay to the Supplier interest on the delayed payments at a rate of: 6 % <i>per annum</i> .
GCC 12.4	The Supplier will invoice the Purchaser in the currency used in the Contract Agreement and the Price Schedules it refers to.
GCC 12.6	GCC Clause 12.6 applies.

Securities (GCC Clause 13)

GCC 13.3.1	The Performance Security shall be denominated in currency stated in the Contract Agreement for an amount equal to ten (10) percent of the Contract Price.
GCC 13.3.4	During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to 2.5 percent of the Contract Price.

D. INTELLECTUAL PROPERTY**Copyright (GCC Clause 15)**

GCC 15.3	There are no Special Conditions of Contract applicable to GCC Clause 15.3
GCC 15.4	The rights and obligations of the Purchaser and the Supplier regarding Custom Software or its elements are outlined as follows: All the software that is not qualified as third-party software shall be considered Custom Software under the present agreement. For the purposes of this Agreement third party Software shall mean software Intellectual Property Rights to which are existing at the time of entry into this Agreement and are not owned by the Supplier and are to have an assisting function in the operation of the final product without limiting Purchaser's ability to further customize the product for other public service use cases. Within the scope of the project (during the provision of services), any material (document, software code, software package, or other) created and delivered by the Supplier according to the requirements will be considered "Works Made for Hire" and all exclusive economic rights to the Intellectual Property created shall be vested (transferred) to the Client, irrespective of whether the final product comprises pre-existing software developed by the Supplier. The term "all exclusive economic rights of Intellectual Property" shall have the meaning attributed to it under Armenian legislation. All rights, titles, and interests in such materials, except for those that may not be transferred according to the applicable law will be reserved for the Purchaser, as the sole and exclusive owner thereof. All results of the project are the property of the Purchaser. The Purchaser has the right to use, publish, transfer, relocate, and modify the materials specified in this TR at its discretion and without any

	limitations. All originals of the project results should be transferred to the Purchaser and placed in its server infrastructure. The Purchaser may modify, expand, transfer, copy, and develop derivative software, as well as configure individual workstations for using the system without any limitations. For the acceptance of the system, the Supplier must provide the Purchaser with all materials and documents related to the software. The Supplier guarantees and certifies to the Purchaser that: - The software code and documentation provided to the Purchaser are complete, properly prepared, and accurate copies of the version of the software in use at the time of final acceptance. - After any update, the Supplier will provide the modified software code and corresponding documentation to the Purchaser within 15 days. These materials must also be complete, properly prepared, and correspond to the current version of the updated software. - Any software update must be implemented through automated deployment tools, eliminating the Supplier's access to the production environment and databases. The software code must contain all necessary information in a readable format, without being encrypted, obfuscated, or hidden in any way, and must be provided to the Purchaser in a manner that allows another programmer or analyst to maintain, update, and improve the software. The software code and corresponding documentation must include all Supplier comments, information and process models, logic manuals, as well as process flow diagrams. The source code of any software packages (plugins) used in the system must be provided to the Purchaser via a GIT system, and the build of the software packages must be conducted in the Purchaser's appropriate environment. The Supplier must provide a detailed guide describing the process of building software packages from the source code. The Supplier must provide the following: - The libraries used (open), - Application servers, - Scripts, - Other files, packages, and software necessary for the system's proper functioning, as well as for deployment, configuration, and operation on new hardware, - A deployment document that details the required software, application servers, and the step-by-step deployment process for

	the system, written in a way that can be easily understood by the relevant specialists, - Technical documentation describing the systems.
GCC 15.5	There are no Special Conditions of Contract applicable to GCC Clause 15.5

Software License Agreements (GCC Clause 16)

GCC 16	The provisions of Section 16 of the GCC shall apply to Contract Agreement only to the extent they relate to third-party licenses that are required for the use or operation of the final product. As this is a Custom Software Solution, Section 16 of the GCC shall not apply to the Custom Software developed under Contract Agreement. All exclusive rights, including but not limited to intellectual property rights, in and to the Custom Software are hereby fully and irrevocably transferred to the Purchaser. The Supplier may use only such third-party software that is to have an assisting function in the operation of the final product without limiting Purchaser's ability to further customize the product for other public service use cases.
GCC 16.1 (a) (iv)	There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)

GCC 16.1 (b) (vi)	Third party licenses that are necessary to be used for the final product to operate must meet the following conditions as well: - For additional off-the-shelf software solutions used within the system, the Purchaser must be granted time-unlimited licenses without additional costs or future payments. The only exception is standard software (such as libraries, developer tools, SDKs, etc.) necessary for integrating Pen Displays with the E-Notary system. Such software may be licensed for a period covering full functionality of at least 5 years starting from the System's Operational Acceptance, only if the Supplier demonstrates that the software vendor does not offer longer-term or perpetual license options. - The applied solutions must allow the software to be: - Used and copied, including on backup/server computers of similar or equivalent capacity - Used, copied, and transferred to replacement computers, or used on both primary and replacement computers simultaneously - Accessed from other computers to use or copy the software on primary or replacement computers as needed to ensure the required access - Reproduced for secure storage and replacement purposes - Adapted, customized, and integrated with other software by the Purchaser to the extent that derivative software includes any significant portion of the provided software - In the event the primary computers are decommissioned, the software must be transferable from the primary computer to a backup computer within a reasonable transition period.
GCC 16.1 (b) (vii)	Third party licenses that are necessary to be used for the final product to operate must meet the following conditions as well: - For additional off-the-shelf software solutions used within the system, the Purchaser must be granted time-unlimited licenses without additional costs or future payments. The only exception is standard software (such as libraries, developer tools, SDKs, etc.) necessary for integrating Pen Displays with the E-Notary system. Such software may be licensed for a period covering full functionality of at least 5 years starting from the System's Operational Acceptance, only if the Supplier demonstrates that the software vendor does not offer longer-term or perpetual license options. - The applied solutions must allow the software to be: - Used and copied, including on backup/server computers of similar or equivalent capacity

	- Used, copied, and transferred to replacement computers, or used on both primary and replacement computers simultaneously - Accessed from other computers to use or copy the software on primary or replacement computers as needed to ensure the required access - Reproduced for secure storage and replacement purposes - Adapted, customized, and integrated with other software by the Purchaser to the extent that derivative software includes any significant portion of the provided software - In the event the primary computers are decommissioned, the software must be transferable from the primary computer to a backup computer within a reasonable transition period.
GCC 16.2	There are no Special Conditions of Contract applicable to GCC Clause 16.2

Confidential Information (GCC Clause 17)

GCC 17.1	There are no Special Conditions of Contract applicable to GCC Clause 17.1

E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM

Representatives (GCC Clause 18)

GCC 18.1	There are no Special Conditions of Contract applicable to GCC Clause 18.1
GCC 18.2.2	There are no Special Conditions of Contract applicable to GCC Clause 18.2.2

Project Plan (GCC Clause 19)

GCC 19.1	Chapters in the Project Plan shall address the following subject: <i>(a) Project Organization and Management Sub-Plan, including Task, Time, and Resource Schedules .</i> <i>(b) Systems Development Methodology Sub-Plan</i> <i>(c) Delivery and Installation Sub-Plan</i> <i>(d) Integration and Data Migration Sub-Plan</i>

	<i>(e) Training Sub-Plan</i> <i>(f) Documentation Sub-Plan</i> <i>(g) Verification, Validation and Testing Sub-Plan</i> <i>(h) Technical Support Sub-Plan, including Warranty Services Sub-Plan</i> <i>(i) Communication Sub-Plan,</i> <i>(g) Change Management Sub-Plan,</i> <i>(K) Quality Assurance Management Sub-Plan, including configuration management, problem escalation and resolution, etc.</i>
GCC 19.6	<i>The Supplier shall submit to the Purchaser:</i> <i>(i) Interim report(s),</i> <i>(ii) Final report(s),</i> <i>(iii) and other documents according to the Technical requirements (including Implementation Schedule) in Section VII.</i>
GCC 19.7	There are no Special Conditions of Contract applicable to GCC Clause 19.7.

Design and Engineering (GCC Clause 21)

GCC 21.3.1	There are no Special Conditions of Contract applicable to GCC Clause 21.3.1.

Product Upgrades (GCC Clause 23)

GCC 23.4	There are no Special Conditions of Contract applicable to GCC Clause 23.4.

Inspections and Tests (GCC Clause 25)

GCC 25	There are no Special Conditions of Contract applicable to GCC Clause 25.

Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	There are no Special Conditions of Contract applicable to GCC Clause 27.2.1.

F. GUARANTEES AND LIABILITIES

Operational Acceptance Time Guarantee (GCC Clause 28)

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

Defect Liability (GCC Clause 29)

GCC 29.1	There are no Special Conditions of Contract applicable to GCC Clause 29.1.
GCC 29.4	The Warranty Period for the Information System (Software) shall commence from the date of Operational Acceptance of the System and shall extend for 52 weeks.
GCC 29.10	There are no Special Conditions of Contract applicable to GCC Clause 29.10

Functional Guarantees (GCC Clause 30)

GCC 30	There are no Special Conditions of Contract applicable to GCC Clause 30.

Intellectual Property Rights Indemnity (GCC Clause 32)

GCC 32	There are no Special Conditions of Contract applicable to GCC Clause 32.

G. RISK DISTRIBUTION

Insurances (GCC Clause 37)

GCC 37.1 (c)	The Supplier shall obtain Third-Party Liability Insurance (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; (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. The Insurance shall cover the period from relative to the Effective Date of the Contract until its completion.
GCC 37.1 (e)	There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).

H. CHANGE IN CONTRACT ELEMENTS

Changes to the System (GCC Clause 39)

GCC 39.2.1	There are no Special Conditions of Contract applicable to GCC Clause 39.2.1.
GCC 39.4	Value Engineering The Purchaser will not consider a Value Engineering Proposal.

I. SETTLEMENT OF DISPUTES

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	If the Supplier is from outside the Purchaser's Country arbitration proceedings shall be conducted in accordance with the rules of arbitration of <i>UNCITRAL</i>. These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract. 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.

J. CYBER SECURITY

Cyber Security (GCC Clause 44)

GCC 44.1	Cyber Security applies.

SECTION X - CONTRACT FORMS

Notes to Proposers on working with the Sample Contractual Forms

The following forms are to be completed and submitted by the successful Proposer following receipt of the Letter of Acceptance from the Purchaser: (i) Contract Agreement, with all Appendices; (ii) Performance Security; and (iii) Advance Payment Security.

- **Contract Agreement:** In addition to specifying the parties and the Contract Price, the Contract Agreement is where the: (i) Supplier Representative; (ii) if applicable, agreed Adjudicator and his/her compensation; and (iii) the List of Approved Subcontractors are specified. In addition, modifications to the successful Proposer's Proposal Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's Proposal prices to correct errors, adjust the Contract Price to reflect – if applicable - any extensions to Proposal validity beyond the last day of original Proposal validity plus 56 days, etc.
- **Performance Security:** Pursuant to GCC Clause 13.3, the successful Proposer is required to provide the Performance Security in the form contained in this section of this request for proposals document and in the amount specified in accordance with the SCC.
- **Advance Payment Security:** Pursuant to GCC Clause 13.2, the successful Proposer is required to provide a bank guarantee for the full amount of the Advance Payment - if an Advance Payment is specified in the SCC for GCC Clause 12.1 - in the form contained in this section of this request for proposals document or another form acceptable to the Purchaser. If a Proposer wishes to propose a different Advance Payment Security form, it should submit a copy to the Purchaser promptly for review and confirmation of acceptability before the proposal submission deadline.

The Purchaser and Supplier will use the following additional forms during Contract implementation to formalize or certify important Contract events: (i) the Installation and Operational Acceptance Certificates; and (ii) the various Change Order forms. These and the procedures for their use during performance of the Contract are included in the request for proposals document for the information of Proposers.

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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 Proposer.]

[Send this Notification to the Proposer's Authorized Representative named in the Proposer Information Form]

For the attention of Proposer's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all participating Proposers. The Notification must be sent to all Proposers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[specify email / fax]* on *[specify date]* (local time)

Notification of Intention to Award

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

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFP is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFP No: *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Proposer

Name:	[insert name of successful Proposer]
Address:	[insert address of the successful Proposer]
Contract price:	[insert contract price of the successful Proposer]
Total combined score:	[insert the total combined score of the successful Proposer]

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

Name of Proposer	Technical Score (If applicable)	Proposal price	Evaluated Proposal Cost	Combined Score
[insert name]	[insert Technical score]	[insert Proposal price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Proposal price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Proposal price]	[insert evaluated cost]	[insert combined score]

3. Reason/s why your Proposal was unsuccessful *[Delete if the combined score already reveals the reason]*

[INSTRUCTIONS; State the reason/s why this Proposer's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Proposer's Proposal or (b) information that is marked confidential by the Proposer in its Proposal.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Proposer, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Purchaser]*

Email address: *[insert email address]*

Fax number: *[insert fax number or state “not applicable”]*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Proposer, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Purchaser]*

Email address: *[insert email address]*

Fax number: *[insert fax number or state “not applicable”]*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

For more information see the “[Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](#) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](#)” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Proposer who submitted a Proposal in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:

Signature: _____

Title/position: *[insert title/position]*

Agency: *[insert name of Purchaser]*

Email address: *[insert email address]*

Telephone number: *[insert telephone number]*

BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Proposer. In case of joint venture, the Proposer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Proposer is any natural person who ultimately owns or controls the Proposer by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Proposer*

RFP No.: [insert number of RFP process]

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

To: [insert **complete name of Purchaser**]

In response to your request in the Letter of Acceptance dated [insert date of letter of Acceptance] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Proposer (Yes / No)

<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Proposer

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Proposer shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Proposer]

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

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

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

Signature of the person named above: _____

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

* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer. In the event that the Proposer is a joint venture, each reference to “Proposer” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

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

LETTER OF ACCEPTANCE

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

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFP is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFP No: *[insert RFP reference number from Procurement Plan]*

Date: *[insert Date]*

To: *[insert Name of Proposer]*

This is to notify you that your Proposal dated *[insert Date]* for execution of the *[insert brief description of the Information System]* for the Contract Price in the aggregate of *[insert amount in figures]* (*[insert amount in words]*), as corrected and modified in accordance with the Instructions to Proposers is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with ITP 47.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the request for proposals document.

Authorized Signature: _____

Name and Title of Signatory: *[insert Name and Title]*

Name of Agency: *[insert Purchaser Name]*

Attachment: Contract Agreement

1. CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

the [*insert: ordinal number*] day of [*insert: month*], [*insert: year*].

BETWEEN

- (1) [*insert: Name of Purchaser*], a [*insert: description of type of legal entity, for example, an agency of the Ministry of . . .*] of the Government of [*insert: country of Purchaser*], or corporation incorporated under the laws of [*insert: country of Purchaser*] and having its principal place of business at [*insert: address of Purchaser*] (hereinafter called “the Purchaser”), and
- (2) [*insert: name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”).

WHEREAS the Purchaser desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following Information System [*insert: brief description of the Information System*] (“the System”), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

Article	1. 1.1 Contract Documents (Reference GCC Clause 1.1 (a) (ii))
Contract Documents	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: (a) This Contract Agreement and the Appendices attached to the Contract Agreement (b) Special Conditions of Contract (c) General Conditions of Contract (d) Technical Requirements (including Implementation Schedule) (e) The Supplier’s proposal and original Price Schedules (f) Code of Conduct for Supplier’s Personnel

(g) [*Add here: any other documents*]

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1 above.

1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2. 2.1 Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11)

Contract Price and
Terms of Payment

The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of: [*insert: amount of foreign currency A in words*], [*insert: amount in figures*], plus [*insert: amount of foreign currency B in words*], [*insert: amount in figures*], plus [*insert: amount of foreign currency C in words*], [*insert: amount in figures*], [*insert: amount of local currency in words*], [*insert: amount in figures*], as specified in the Grand Summary Price Schedule.

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified.

Article 3. 3.1 Effective Date (Reference GCC Clause 1.1 (e) (ix))

Effective Date for
Determining Time
for Operational
Acceptance

The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;
- (b) The Supplier has submitted to the Purchaser the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause 13.3;
- (c) The Purchaser has paid the Supplier the advance payment, in accordance with GCC Clause 12;

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

Article 4. 4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

Appendixes

- 4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES

- Appendix 1. Supplier's Representative
- Appendix 2. Adjudicator [*if there is no Adjudicator, state "not applicable"*]
- Appendix 3. List of Approved Subcontractors
- Appendix 4. Categories of Software
- Appendix 5. Custom Materials
- Appendix 6. Revised Price Schedules (if any)
- Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser

Signed:

in the capacity of [*insert: title or other appropriate designation*]

in the presence of

For and on behalf of the Supplier

Signed:

in the capacity of [*insert: title or other appropriate designation*]

in the presence of

CONTRACT AGREEMENT

dated the [*insert: number*] day of [*insert: month*], [*insert: year*]

BETWEEN

[*insert: name of Purchaser*], “the Purchaser”

and

[*insert: name of Supplier*], “the Supplier”

Appendix 1. Supplier's Representative

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

Name: *[insert: name and provide title and address further below, or state "to be nominated within fourteen (14) days of the Effective Date"]*

Title: *[if appropriate, insert: title]*

In accordance with GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative: *[as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.]*

Fallback address of the Supplier: *[as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.]*

Appendix 2. Adjudicator

In accordance with GCC Clause 1.1 (b) (vi), the agreed-upon Adjudicator is:

Name: *[insert: **name**]*

Title: *[insert: **title**]*

Address: *[insert: **postal address**]*

Telephone: *[insert: **telephone**]*

In accordance with GCC Clause 43.1.3, the agreed-upon fees and reimbursable expenses are:

Hourly Fees: *[insert: **hourly fees**]*

Reimbursable Expenses: *[list: **reimbursables**]*

Pursuant to GCC Clause 43.1.4, if at the time of Contract signing, agreement has not been reached between the Purchaser and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

Appendix 4. Categories of Software

The following table assigns each item of Software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software and to one of the two categories: (i) Proprietary or (ii) Open Source.

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

Appendix 5. Custom Materials

The follow table specifies the Custom Materials the Supplier will provide under the Contract.

Custom Materials
[insert Title and description]
[insert Title and description]
[insert Title and description]
[insert Title and description]
[insert Title and description]

Appendix 6. Revised Price Schedules

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Proposal. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's proposal price, pursuant to the ITP Clauses 30.3 and 38.2.

Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

2. PERFORMANCE AND ADVANCE PAYMENT SECURITY FORMS

2.1 Performance Security Form (Bank Guarantee) (Bank Guarantee)

[The bank, as requested by the successful Proposer, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

*[insert: **Bank's Name, and Address of Issuing Branch or Office**]*

Beneficiary: *[insert: **Name and Address of Purchaser**]*

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

PERFORMANCE GUARANTEE No.: *[insert: **Performance Guarantee Number**]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that on *[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for *[insert: **title and/or brief description of the Contract**]* (hereinafter called "the Contract") to *[insert: **complete name of Supplier which in the case of a joint venture shall be in the name of the joint venture**]* (hereinafter called "the Applicant"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert: **amount(s)¹ in figures and words**]* such sum being payable in the types and proportions of currencies which the Contract Price is payable upon receipt by us of the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the contract without the Beneficiary needing to prove or to show grounds or reasons for their demand or the sum specified therein.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: **amount(s)¹ in figures and words**]*. This remaining guarantee shall expire no later than *[insert: **number and select: of months/of years** (of the Warranty Period that needs to be covered by the remaining*

¹ The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

guarantee)] from the date of the Operational Acceptance Certificate for the System,¹ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under 15 (a) is hereby excluded.

[Signature(s)]

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]

¹ *In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.*

2.2 Advance Payment Security Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert: Name and Address of Purchaser]*

Date: *[insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[insert: Advance Payment Guarantee Number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that on *[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for *[insert: title and/or brief description of the Contract]* (hereinafter called "the Contract") to *[insert: complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert: amount in numbers and words, for each currency of the advance payment]* is to be made to the Supplier against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*)¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that one hundred (100) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert **day**]* day of *[insert **month**]*, *[insert **year**]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]

3. INSTALLATION AND ACCEPTANCE CERTIFICATES

3. Installation and Acceptance Certificates

3.1 Installation Certificate

Date: [insert: **date**]

Loan/Credit Number: [insert: **loan or credit number from RFP**]

RFP: [insert: **title and number of RFP**]

Contract: [insert: **name and number of Contract**]

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

Dear Sir or Madam:

Pursuant to GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the [insert: **name of Purchaser**] (hereinafter the “Purchaser”) dated [insert: **date of Contract**], relating to the [insert: **brief description of the Information System**], we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: [insert: **description**]
2. Date of Installation: [insert: **date**]

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

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

3.2 Operational Acceptance Certificate

Date: [insert: **date**]

Loan/Credit Number: [insert: **loan or credit number from RFP**]

RFP: [insert: **title and number of RFP**]

Contract: [insert: **name of System or Subsystem and number of Contract**]

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

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the [insert: **name of Purchaser**] (hereinafter the “Purchaser”) dated [insert: **date of Contract**], relating to the [insert: **brief description of the Information System**], we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Purchaser hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): [insert: **description**]
2. Date of Operational Acceptance: [insert: **date**]

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed: _____

Date: [insert: **date**]

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

4. CHANGE ORDER PROCEDURES AND FORMS

Date: [*insert: date*]

Loan/Credit Number: [*insert: loan or credit number from RFP*]

RFP: [*insert: title and number of RFP*]

Contract: [*insert: name or System or Subsystem and number of Contract*]

General

This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause 39 (Changes to the System) of the Contract.

Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Purchaser.

References to Changes

- (1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.
- (2) Change Estimate Proposals shall be numbered CN-nnn.
- (3) Estimate Acceptances shall be numbered CA-nnn.
- (4) Change Proposals shall be numbered CP-nnn.
- (5) Change Orders shall be numbered CO-nnn.

On all forms, the numbering shall be determined by the original CR-nnn.

Annexes

- 4.1 Request for Change Proposal Form
- 4.2 Change Estimate Proposal Form
- 4.3 Estimate Acceptance Form
- 4.4 Change Proposal Form
- 4.5 Change Order Form
- 4.6 Application for Change Proposal Form

4.1 Request for Change Proposal Form

(Purchaser's Letterhead)

Date: [insert: **date**]

Loan/Credit Number: [insert: **loan or credit number from RFP**]

RFP: [insert: **title and number of RFP**]

Contract: [insert: **name of System or Subsystem or number of Contract**]

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

Attention: [insert: **name and title**]

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within [insert: **number**] days of the date of this letter.

1. Title of Change: [insert: **title**]
2. Request for Change No./Rev.: [insert: **number**]
3. Originator of Change: [select **Purchaser / Supplier (by Application for Change Proposal)**, and add: **name of originator**]
4. Brief Description of Change: [insert: **description**]
5. System (or Subsystem or major component affected by requested Change): [insert: **description**]
6. Technical documents and/or drawings for the request of Change:

Document or Drawing No.	Description
7. Detailed conditions or special requirements of the requested Change: [insert: **description**]
8. Procedures to be followed:
 - (a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
 - (b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.

- (c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.
 - (d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.
 - (e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.
9. As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all its elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Purchaser

Signed:

Date:

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

4.2 Change Estimate Proposal Form

(Supplier's Letterhead)

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

Loan/Credit Number: *[insert: **loan or credit number from RFP**]*

RFP: *[insert: **title and number of RFP**]*

Contract: *[insert: **name of System or Subsystem and number of Contract**]*

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

Attention: *[insert: **name and title**]*

Dear Sir or Madam:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change: *[insert: **title**]*
2. Request for Change No./Rev.: *[insert: **number**]*
3. Brief Description of Change (including proposed implementation approach): *[insert: **description**]*
4. Schedule Impact of Change (initial estimate): *[insert: **description**]*
5. Initial Cost Estimate for Implementing the Change: *[insert: **initial cost estimate**]*
6. Cost for Preparation of Change Proposal: *[insert: **cost in the currencies of the Contract**], as detailed below in the breakdown of prices, rates, and quantities.*

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: *[state: **"Supplier's Representative"** or specify a other higher level authority in the Supplier's organization]*

4.3 Estimate Acceptance Form

(Purchaser's Letterhead)

Date: [insert: **date**]

Loan/Credit Number: [insert: **loan or credit number from RFP**]

RFP: [insert: **title and number of RFP**]

Contract: [insert: **name of System or Subsystem and number of Contract**]

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

Attention: [insert: **name and title**]

Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1. Title of Change: [insert: **title**]
2. Request for Change No./Rev.: [insert: **request number / revision**]
3. Change Estimate Proposal No./Rev.: [insert: **proposal number / revision**]
4. Estimate Acceptance No./Rev.: [insert: **estimate number / revision**]
5. Brief Description of Change: [insert: **description**]
6. Other Terms and Conditions: [insert: **other terms and conditions**]

In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, in accordance with GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [state: **“Contract manager”** or specify a higher level authority in the Purchaser's organization]

4.4 Change Proposal Form

(Supplier's Letterhead)

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

Loan/Credit Number: *[insert: **loan or credit number from RFP**]*

RFP: *[insert: **title and number of RFP**]*

Contract: *[insert: **name of System or Subsystem and number of Contract**]*

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

Attention: *[insert: **name and title**]*

Dear Sir or Madam:

In response to your Request for Change Proposal No. *[insert: **number**]*, we hereby submit our proposal as follows:

1. Title of Change: *[insert: **name**]*
2. Change Proposal No./Rev.: *[insert: **proposal number/revision**]*
3. Originator of Change: *[select: **Purchaser / Supplier**; and add: **name**]*
4. Brief Description of Change: *[insert: **description**]*
5. Reasons for Change: *[insert: **reason**]*
6. The System Subsystem, major component, or equipment that will be affected by the requested Change: *[insert: **description**]*
7. Technical documents and/or drawings for the requested Change:

Document or Drawing No.	Description
8. Estimate of the increase/decrease to the Contract Price resulting from the proposed Change: *[insert: **amount in currencies of Contract**]*, as detailed below in the breakdown of prices, rates, and quantities.

Total lump sum cost of the Change:

Cost to prepare this Change Proposal (i.e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):
9. Additional Time for Achieving Operational Acceptance required due to the Change: *[insert: **amount in days / weeks**]*

10. Effect on the Functional Guarantees: *[insert: **description**]*
11. Effect on the other terms and conditions of the Contract: *[insert: **description**]*
12. Validity of this Proposal: for a period of *[insert: **number**]* days after receipt of this Proposal by the Purchaser
13. Procedures to be followed:
 - (a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within *[insert: **number**]* days from your receipt of this Proposal.
 - (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed:

Date:

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

4.5 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: [*insert date*]

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

For and on behalf of the Supplier

Signed: _____

Date: [insert **date**]

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

4.6 Application for Change Proposal Form

(Supplier's Letterhead)

Date: [insert: **date**]

Loan/Credit Number: [insert: **loan or credit number from RFP**]

RFP: [insert: **title and number of RFP**]

Contract: [insert: **name of System or Subsystem and number of Contract**]

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

Attention: [insert: **name and title**]

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as a Change to the System.

1. Title of Change: [insert: **name**]
2. Application for Change Proposal No./Rev.: [insert: **number / revision**] dated: [insert: **date**]
3. Brief Description of Change: [insert: **description**]
4. Reasons for Change: [insert: **description**]
5. Order of Magnitude Estimation: [insert: **amount in currencies of the Contract**]
6. Schedule Impact of Change: [insert: **description**]
7. Effect on Functional Guarantees, if any: [insert: **description**]
8. Appendix: [insert: **titles (if any); otherwise state "none"**]

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [state: **"Supplier's Representative"** or specify a higher level authority in the Supplier's organization]