

**Republic of Zambia  
Smart Zambia Institute**



**Request for Proposals (RFP)**

**Design, Reengineering, Development, and  
Deployment of E-Services and Integration with  
the Government Digital Ecosystem  
(Single Stage)**

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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

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

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

#### **4. Eligible Proposers**

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

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

- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the 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 is specified pursuant to ITP 20.1, any Proposal not accompanied by a substantially responsive Proposal Security or Proposal-Securing Declaration shall be rejected by the Purchaser as non-responsive.
- 20.5. If a Proposal Security is specified pursuant to ITP 20.1, the Proposal Security of unsuccessful Proposers shall be returned as promptly as possible upon the successful Proposer's furnishing of the Performance Security pursuant to ITP 48.
- 20.6. The Proposal Security of the successful Proposer shall be returned as promptly as possible once the successful Proposer has signed the Contract and furnished the required Performance Security.
- 20.7. The Proposal Security may be forfeited:
  - (a) if a Proposer withdraws its Proposal prior to the expiry date of Proposal validity specified by the Proposer on the Letter of Proposal or any extended date provided by the Proposer; or
  - (b) if the successful Proposer fails to:
    - (i) sign the Contract in accordance with ITP 47; or
    - (ii) furnish a performance security in accordance with ITP 48.

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

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

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

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

## **21. Format and Signing of Proposal**

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

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

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

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

## **D. SUBMISSION OF PROPOSALS**

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

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

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

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

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

## **E. PUBLIC OPENING OF TECHNICAL PARTS OF PROPOSALS**

### **26. Public Opening of Technical Parts of Proposals**

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

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

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

## **F. EVALUATION OF PROPOSALS- GENERAL PROVISIONS**

### **27. Confidentiality**

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

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

**28. Clarification of Proposals**

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

**29. Deviations, Reservations, and Omissions**

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

## G. EVALUATION OF TECHNICAL PART OF PROPOSALS

### 30. Determination of Responsiveness

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

### 31. Eligibility and Qualifications of the Proposer

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

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

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

**32. Detailed  
Evaluation of  
Technical Part**

- 32.1. The scores 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.

**36. Evaluation of  
Proposals  
Financial Part**

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

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

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

**37. Abnormally Low Proposals**

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

**38. Unbalanced or Front Loaded Proposals**

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

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

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

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

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

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

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

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

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

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

## **K. AWARD OF CONTRACT**

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

**45. Notification of Award**

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

**46. Debriefing by the Purchaser**

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

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

#### **47. Signing of Contract**

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

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

**48. Performance Security**

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

**49. Adjudicator**

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

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

**50. Procurement  
Related  
Complaint**

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

## SECTION II - PROPOSAL DATA SHEET (PDS)

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

ITP Reference	A. General
ITP 1.1	<p>The reference number of the Request for Proposals is: <b><i>ZM-SZ-502375-CS-QCBS</i></b></p> <p>The Purchaser is: <i>Smart Zambia Institute</i></p> <p>The name of the RFP is: <b><i>Design, Reengineering, Development, and Deployment of E-Services and Integration with the Government Digital Ecosystem.</i></b></p> <p>The Purchaser <b><i>shall not</i></b> accept Proposal for multiple lots under this request for proposals document.</p> <p>The lots are: <b><i>“Not applicable”</i></b></p>
ITP 1.3 (a)	Electronic Procurement <b><i>shall not</i></b> be applicable to this procurement.
ITP 2.1	<p>The Borrower is: <b><i>Government of the Republic of Zambia and implemented by Smart Zambia Institute</i></b></p> <p>Loan or Financing Agreement amount: <b><i>US\$ 100 million</i></b></p> <p>The name of the Project is: <b><i>Digital Zambia Acceleration Project (DZAP)</i></b></p>
ITP 4.1	Maximum number of members in the JV shall be: <b><i>Not more than 3 (three).</i></b>
ITP 4.5	A list of debarred firms and individuals is available on the Bank’s external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
B. Request for proposals Document	
ITP 7.1	<p>For <b><u>Clarification of Bid purposes</u></b> only, the Purchaser’s address is:</p> <p>The Head - Procurement and Supplies Unit</p> <p>ICCC Office Suite, 1st Floor,</p> <p>Office of the President, E-Government Division,</p>

	<p>SMART Zambia Institute,          Corner of Nationalist Road and Independence Avenue          P.O. Box 31998,          Lusaka, ZAMBIA.          City: <b>Lusaka</b>          ZIP Code: <b>10101</b>          Country: <b>Zambia</b>          Telephone: +260-211-254478, 253438,          253652, 254599, 254657          E-mail: <a href="mailto:dzap_procurements@sz.gov.zm">dzap_procurements@sz.gov.zm</a>          Requests for clarification in writing should be received by the Purchaser          no later than: <b>Fourteen (14) Days before Bid closing/Opening date</b></p>
<b>ITP 7.1</b>	Web page for additional publication of clarifications is: <a href="http://www.sz.gov.zm">www.sz.gov.zm</a>
<b>ITP 7.4</b>	A Pre-Proposal meeting <i>shall not</i> take place
<b>C. Preparation of Proposals</b>	
<b>ITP 10.1</b>	<p>The language of the Proposal is <i>English</i>          All correspondence exchange shall be in <i>English</i> language.</p>
<b>ITP 11.2 (j)</b>	<p>The Proposer shall submit with its Technical Proposal the following documents:</p> <p>(a) <b>Technical Report</b></p> <p>Technical report of the solutions proposed by the proposers for all systems and installations covered by the contract. The report may include architectural diagrams and schematics, technical specifications, and other supporting technical documents that allow for the assessment of the overall effectiveness of the proposed solutions for each system.</p> <p>(b) <b>Elaborated Maintenance and Support</b></p> <p>Comprehensive description of the support and services to be provided during both the warranty and post-warranty periods, including how these services will ensure compliance with the agreed Service Level Agreements (SLAs).</p> <p>(c) <b>Training and Documentation</b></p>

	<p>A comprehensive description of the training program, methodology documentation strategy and executed outcomes of the training should be provided for the proposed information system. This document must clearly demonstrate how the proposer will ensure that end users, administrators, and technical staff are fully equipped to operate, maintain, and support the system effectively.</p> <p><b>(d) Methodology and Detailed Project Schedule</b></p> <p>This section must provide a clear and structured explanation of the proposed methodology for the execution of the project, along with a detailed project schedule. The proposer should demonstrate a thorough understanding of the project scope, objectives, and constraints, and present a realistic and well-organized plan for delivering the solution.</p> <p><b>(e) Cyber security risks, management strategies and implementation plans</b></p> <p>This document must outline the proposer’s comprehensive approach to ensuring the security, integrity, and resilience of the proposed information system. The proposer should demonstrate a clear understanding of cybersecurity best practices, regulatory requirements, and threat landscapes relevant to the system’s operational context.</p> <p>The Proposer shall submit method statement, management strategies and implementation plan and innovations to manage cyber security risks.</p> <p><b>(f) Code of Conduct for Supplier’s Personnel</b></p> <p>The Proposer shall submit its <b>Code of Conduct</b> that will apply to the Supplier’s Personnel (as defined in GCC Clause 1.1) employed in the execution of the Contract at the Project Site/s to ensure compliance with the Supplier’s Environmental and/or social obligations under the Contract, as applicable. The Proposer shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Proposer may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p>
<b>ITP 11.3(d)</b>	The Proposer shall submit the following additional documents in the Financial Part of its Proposal: <b>None</b>
<b>ITP 13.1</b>	Alternative Proposals are permitted in accordance with ITP 13.4.
<b>ITP 13.2</b>	Alternatives to the Time Schedule <i>are not permitted</i> .
<b>ITP 13.4</b>	Alternative technical solutions shall not be permitted.

<b>ITP 15.2</b>	Prequalification <b><i>“has not” been</i></b> undertaken.
<b>ITP 16.2 (a)</b>	<p>The Preliminary Project Plan must address the following topics:</p> <ul style="list-style-type: none"> <li>(i) <b>Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);</b></li> <li>(ii) <b>Implementation Sub-Plan;</b></li> <li>(iii) <b>Staffing Plan</b></li> <li>(iv) <b>Training Sub-Plan;</b></li> <li>(v) <b>Testing and Quality Assurance Sub-Plan;</b></li> <li>(vi) <b>Communication Plan</b></li> <li>(vii) <b>Change Management Plan</b></li> <li>(viii) <b>Warranty Defect Repair and Technical Support Service Sub-Plan</b></li> </ul>
<b>ITP 16.3</b>	<p>In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Proposers shall offer the following items:</p> <ul style="list-style-type: none"> <li>▪ E-Services No Code / Low Code Modeler</li> <li>▪ AI assisted form builder</li> <li>▪ An integrated ECM platform for capturing, collaborating, archiving and analyzing data and documents.</li> <li>▪ Full project handover and technical enablement on the No Code / Low Code platform</li> <li>▪ REST APIs covering all required functionalities</li> <li>▪ Full-source code of all components.</li> </ul>
<b>ITP 17.2</b>	The Proposer <b><i>must</i></b> propose Recurrent Cost Items
<b>ITP 17.2</b>	<p>The Proposer MUST PROPOSE separate enforceable contracts for the Recurrent Cost Items not included in the main Contract.</p> <p>They will NOT be included in the main contract.</p>
<b>ITP 17.5</b>	The Incoterms edition is: <b><i>Incoterms 2020</i></b>
<b>ITP 17.5 (a)</b>	Named place of destination is: <b>CIP Lusaka (Office of the President, E-Government Division, SMART Zambia Institute, Corner of Nationalist Road and Independence Avenue)</b>
<b>ITP 17.6</b>	Named place of final destination (or Project site) is: <b>Office of the President, E-Government Division, SMART Zambia Institute,</b>

	<b>Corner of Nationalist Road and Independence Avenue Office of the President, E-Government Division, SMART Zambia Institute, Corner of Nationalist Road and Independence Avenue</b>
<b>ITP 17.8</b>	ITP 17.8 is modified as follows: <i>There are no modifications to ITP 17.8</i>
<b>ITP 17.9</b>	The prices quoted by the Proposer <b>shall not be</b> subject to adjustment during the performance of the Contract.
<b>ITP 18.1</b>	The Proposer <i>is not</i> required to quote in the currency of the Purchaser's Country the portion of the Proposal price that corresponds to expenditures incurred in that currency.
<b>ITP 19.1</b>	The Proposal shall be valid until: <b>120 days after the deadline of proposal submission date.</b>
<b>ITP 19.3 (a)</b>	The Proposal price shall be adjusted by the following factor(s): <i>The local currency portion of the Contract price shall be adjusted by a factor reflecting relevant local annual inflation figures 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 prorated to the period of extension.</i>
<b>ITP 20.1</b>	<b>A Proposal-Securing Declaration shall be required.</b>
<b>ITP 20.3 (d)</b>	Other types of acceptable securities: <i>None</i>
<b>ITP 20.9</b>	If the Proposer performs any of the actions prescribed in ITP 20.9 (a) or (b), the Purchaser will declare the Proposer ineligible to be awarded contracts by the Purchaser for a period of <b>two (2)</b> years starting from the date the Proposer performs any of the actions.
<b>ITP 21.3</b>	The written confirmation of authorization to sign on behalf of the Proposer shall consist of: <ul style="list-style-type: none"> <li>i. Power of Attorney</li> <li>ii. Proposal submitted by an <b>existing or intended JV</b> shall include an <b>undertaking signed by all parties</b>: <ul style="list-style-type: none"> <li>• stating that all parties shall be <b>jointly and severally liable</b> and</li> <li>• <b>nominating an authorized representative</b> who shall have the authority to conduct all business for and on behalf of any and all the parties of JV during the bidding process and in the event the JV is awarded the contract during contract execution</li> </ul> </li> </ul>
<b>D. Submission and Opening of Proposals</b>	

ITP 22.1	<p>In addition to the original hard copy of the Proposal, the number of copies is: <b>Two (2)</b>.</p> <ol style="list-style-type: none"> <li>1. <b>Two (2) USB flash drives, with each USB flash drive containing a complete set of the submitted Technical Part documents packed in the technical envelope with password protection.</b></li> <li>2. <b>One (1) USB flash drive, with MS Excel version of the priced schedules should be packed in the Financial Proposal Envelope Part with password protection.</b></li> <li>3. <b>The electronic copies as indicated in ITP 22.1 (1) and (2) above are for reference only. In case of difference between the electronic or soft and hard copies , the original hard copy shall prevail and is considered as the official copy</b></li> </ol>
ITP 23.1	<p>For Proposal submission purposes_only, the Purchaser's address is:  <b>Attention: Head Procurement and Supplies Unit</b>  <b>Street Address: Corner of Nationalist Road and Independence Avenue</b>  <b>Room/Floor: 1<sup>st</sup> Floor, ECC Building,</b>  <b>City: Lusaka</b>  <b>Postal code: 10101</b>  <b>Country: Zambia</b></p> <p>The deadline for Proposal submission is:  <b>The Proposals must be submitted no later than:</b>  <b>Date: January 22, 2026</b></p> <p><b>Time: 10:00 hours local time</b></p>
ITP 23.1	<p>Proposers <b><i>shall NOT</i></b> have the option of submitting their Proposals electronically.</p>
<b>E. Public Opening of Technical Parts of Proposals</b>	
ITP 26.1	<p><b>The opening shall take place at: <i>Same as the Proposal submission address</i></b></p> <p><b>Date: <i>Same as the submission deadline indicated in 23.1: (January 22, 2026, as proposed under ITP 23.1 above)</i></b></p> <p><b>Time: 10:00 hours local time</b></p>

<b>ITP 26.1</b>	The electronic Proposal opening procedures shall be: <b>“Not Applicable”</b>																					
<b>G. Evaluation of Technical Part of Proposals</b>																						
<b>ITP 32.2</b>	<p>The weighting to be given for Rated Criteria (including technical and non-price factors) is: <b>60 %</b></p> <p>The technical factors (including sub-factors if any), which for purposes of this document carry the same meaning as Rated Criteria, and the corresponding weight out of 100% are:</p> <table border="1" data-bbox="451 621 1360 1520"> <thead> <tr> <th data-bbox="459 632 524 674"><b>No.</b></th><th data-bbox="532 632 1133 674"><b>Category</b></th><th data-bbox="1141 632 1352 674"><b>Weight</b></th></tr> </thead> <tbody> <tr> <td data-bbox="459 684 524 821"><b>I</b></td><td data-bbox="532 684 1133 821"><b>Effectiveness in Meeting Requirements:</b> Evaluates vendor experience, certifications, architecture, standards compliance, and ability to deliver at scale.</td><td data-bbox="1141 684 1352 821">40%</td></tr> <tr> <td data-bbox="459 831 524 999"><b>II</b></td><td data-bbox="532 831 1133 999"><b>Maintenance and Support:</b> Assesses solution maintainability, lifecycle management features (document viewer, workflow tracking, email integration, meeting management, ECM compliance).</td><td data-bbox="1141 831 1352 999">20%</td></tr> <tr> <td data-bbox="459 1010 524 1146"><b>III</b></td><td data-bbox="532 1010 1133 1146"><b>Change Management, Training, and Documentation:</b> Reviews bidder’s ability to support change adoption, training, and documentation quality.</td><td data-bbox="1141 1010 1352 1146">5%</td></tr> <tr> <td data-bbox="459 1157 524 1293"><b>IV</b></td><td data-bbox="532 1157 1133 1293"><b>Delivery Methodology and Project Schedule:</b> Evaluates robust, detailed, and realistic implementation plans and risk management strategies</td><td data-bbox="1141 1157 1352 1293">15%</td></tr> <tr> <td data-bbox="459 1304 524 1472"><b>V</b></td><td data-bbox="532 1304 1133 1472"><b>Proposed Team Quality (Resource Qualification):</b> Evaluates Relevance, experience, and availability of the proposed team, especially key personnel and project leadership.</td><td data-bbox="1141 1304 1352 1472">20%</td></tr> <tr> <td colspan="2" data-bbox="459 1482 1133 1514"><b>Total</b></td><td data-bbox="1141 1482 1352 1514"><b>100%</b></td></tr> </tbody> </table> <p><b>Details for technical evaluation for each category above and scoring methodology are in Section III, 1.3 Evaluation Criteria.</b></p>	<b>No.</b>	<b>Category</b>	<b>Weight</b>	<b>I</b>	<b>Effectiveness in Meeting Requirements:</b> Evaluates vendor experience, certifications, architecture, standards compliance, and ability to deliver at scale.	40%	<b>II</b>	<b>Maintenance and Support:</b> Assesses solution maintainability, lifecycle management features (document viewer, workflow tracking, email integration, meeting management, ECM compliance).	20%	<b>III</b>	<b>Change Management, Training, and Documentation:</b> Reviews bidder’s ability to support change adoption, training, and documentation quality.	5%	<b>IV</b>	<b>Delivery Methodology and Project Schedule:</b> Evaluates robust, detailed, and realistic implementation plans and risk management strategies	15%	<b>V</b>	<b>Proposed Team Quality (Resource Qualification):</b> Evaluates Relevance, experience, and availability of the proposed team, especially key personnel and project leadership.	20%	<b>Total</b>		<b>100%</b>
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<b>H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts</b>																						

<b>ITP 33.8</b>	The Letter of Proposal – Financial Part and the Price Schedules shall be initialed by <b>two (2)</b> representatives of the Purchaser conducting Proposal opening.
<b>I. Evaluation of Financial Part of Proposals</b>	
<b>36.1(f)</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> <li>(a) Deviation in Time for Completion: <b>No</b></li> <li>(b) Present value of Recurrent Costs: <b>Yes</b></li> <li>(c) Functional Guarantees of the Facilities: <b>No</b></li> <li>(d) Work, services, facilities, etc., to be provided by the Purchaser: <b>No</b></li> </ul>
<b>ITP 36.2</b>	<p>The currency(ies) of the Proposal shall be converted into a single currency as follows: <b>United States Dollars</b></p> <p>The currency that shall be used for Proposal evaluation and comparison purposes to convert all Proposal prices expressed in various currencies into a single currency is: <b>United States Dollars</b></p> <p>The source of exchange rate shall be: <b>Bank of Zambia</b></p> <p>The date for the exchange rate shall be: <b>the selling rate of the closing date of proposal submission</b></p>
<b>J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Proposal</b>	
<b>ITP 39.1</b>	<p>The weight to be given for technical is 0.6, and</p> <p>The weight to be given for cost is: 0.4.</p> <p>Discount Rate (I) for net present value calculations of recurrent costs (if any) is 10% per annum.</p>
<b>ITP 39.2</b>	BAFO does not apply
<b>ITP 39.5</b>	Negotiation does not apply
<b>ITP 39.9</b>	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: <b>none</b>

<b>K. AWARD OF CONTRACT</b>	
<b>ITP 44</b>	<p>The maximum percentage by which quantities may be increased is: <b>20%</b></p> <p>The maximum percentage by which quantities may be decreased is: <b>20%</b></p> <p>The items for which the Purchaser may increase or decrease the quantities are the following: <i>all items</i></p>
<b>ITP 49</b>	<p>The proposed Adjudicator is: <b>to be appointed by the Lusaka International Arbitration Centre (LIAC)</b></p> <p>The proposed hourly fee is: <b>To be determined in accordance with the LIAC Adjudication Rules and depend on the amount being disputed.</b></p>
<b>ITP 50.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” A Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. The terms of the request for proposals document;</li> <li>2. the Purchaser’s decision to exclude a Proposer from the procurement process prior to the award of contract; and</li> <li>3. The Purchaser’s decision to award the contract.</li> </ol> <p>If a Proposer wishes to make a Procurement-related Complaint, the Proposer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>Attention: <b>National Coordinator</b>  Street Address: <b>Corner of Nationalist Road and Independence Avenue</b>  Room/Floor: <b>1<sup>st</sup> Floor, ECC Building,</b>  City: <b>Lusaka</b>  Postal code: <b>10101</b>  Country: <b>Zambia</b>  Email address: <b>info@sz.gov.zm</b></p> <p>A copy of the complaint can be sent for the Bank’s information and monitoring to: <a href="mailto:pprocurementcomplaints@worldbank.org">pprocurementcomplaints@worldbank.org</a></p>

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## **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 the Qualification table included in this section

#### **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:

and

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

### 1.3 Evaluation Criteria

Proposals which do not satisfy all Mandatory requirements will be excluded from further consideration. Technical scoring below will apply to desirable features and sub-features as listed in the tables for each category below

#### Scoring Approach – Categories I to III

Each sub-feature under Effectiveness in:

**Meeting Requirements (I), Maintenance & Support (II), and Change Management, Training & Documentation (III)** is scored using a 4/2/0 scale:

Score	Meaning
4	Fully Compliant — feature present and meets all requirements with clear evidence.
2	Partially Compliant — feature partially meets requirements or has gaps/limited evidence.
0	Non-Compliant — feature absent or no supporting evidence provided.

**Normalization:** Each score is divided by 4 and converted to a percentage to reflect proportional compliance:

$$\text{Normalized Score} = \frac{\text{Score}}{4} \times 100$$

The normalized score is then multiplied by the feature weight (% of total) and summed within the category to get the Category Technical Score.

#### Scoring Approach – Category IV (Delivery Methodology & Schedule)

Category IV uses a 0–4 scale to allow differentiation between acceptable and exceptional delivery approaches:

Score	Meaning
0	Missing or inadequate methodology/schedule.
1–2	Adequate methodology meets basic requirements, but lacks detail.
3	Clear and robust methodology marginally exceeds requirements.
4	Comprehensive, detailed methodology and schedule with strong risk management and value addition.

**Normalization:** Divide the score by 4 and convert to a percentage, then multiply by the weight (7.5% for each sub-feature) to calculate its contribution

### Scoring Approach – Category V (Proposed Team Quality)

Category V uses a 0–3 scale per key resource:

Score	Meaning
<b>0</b>	Team members do not meet requirement or is missing.
<b>1</b>	Meets the minimum requirement (education, certifications, experience).
<b>2</b>	Exceeds required experience up to ~50% more years or brings extra relevant skills.
<b>3</b>	Significantly exceeds requirements (e.g., double experience years, exceptional domain expertise).

**Normalization:** Divide by 3 and convert to a percentage, then multiply by the role weight to compute its contribution to the category total

**Combining Category Scores:** Finally, the Category Technical Scores are combined using the category weights to calculate the Total Technical Score (out of 100%):

### Detailed Evaluation Criteria

C.No	Minimum Requirements	Compliance points Fully Compliant Partially Compliant Non-Compliant
1	The proposer must be solution provider with at least 10 years of experience in public sector.	"Fully Compliant = 4 Partial Compliant = 2 None-Compliant = 0"
2	The proposer must demonstrate successful implementation of at least one national or sector-wide digital platform that processes over 1 million records. This includes systems involving transactional workflows, data validation, integration	"Fully Compliant = 4 Partial Compliant = 2 None-Compliant = 0"

	with external registries, and high availability.	
3	The proposer must provide at least 10 governmental references.	"Fully Compliant = 4 Partial Compliant = 2 None-Compliant = 0"
4	The proposer must demonstrate previous experience integrating with national digital identity systems.	"Fully Compliant = 4 Partial Compliant = 2 None-Compliant = 0"
5	The proposer must hold the following valid certifications: ISO 9001, ISO 14001, ISO 20000, ISO 27001, and ISO 10015	"Fully Compliant = 4 Partial Compliant = 2 None-Compliant = 0"
6	The proposed solution must be technology-agnostic and deployable across multiple standard environments. It must support Microsoft SQL Server, Oracle and PostgreSQL, and, and be operable on both Linux and Windows Server platforms. Preference will be given to solutions that do not introduce proprietary runtime engines or require third-party license fees beyond those explicitly quoted. The architecture must ensure long-term sustainability without vendor lock-in.	"Fully Compliant = 4 Partial Compliant = 2 None-Compliant = 0"
7	The proposed solution must offer a modular microservices-based architecture. In addition, the proposed solution must support containerization and being packaged using Docker to ensure portability, scalability, and ease of deployment.	"Fully Compliant = 4 Partial Compliant = 2 None-Compliant = 0"
8	The proposed solution must include built-in AI capabilities, primarily for text analytics such as summarization and auto classification, with deployment supported on-premises.	"Fully Compliant = 4 Partial Compliant = 2 None-Compliant = 0"
10	<b>Document Viewer</b> <ul style="list-style-type: none"> <li>The proposed solution must provide an embedded online viewer that supports secure, plugin-free</li> </ul>	"Fully Compliant = 4 Partial Compliant = 2 None-Compliant = 0"

	<p>viewing of multiple file formats (e.g., PDF, Word, images).</p> <ul style="list-style-type: none"> <li>• The proposed solution must support in-document annotations, allowing users to highlight text, add comments, and place notes directly within documents.</li> <li>• The proposed solution must include content redaction capabilities to mask sensitive information before sharing or archiving.</li> <li>• The proposed solution must support document check-in/check-out mechanisms, preventing editing conflicts and ensuring content integrity in collaborative processes.</li> <li>• The proposed solution must maintain full version history and audit logs, capturing all actions, edits, and access events on documents.</li> </ul> <p>The proposed solution must include watermarking and content protection features, such as disabling downloads and restricting printing when needed.</p>	
11	<p><b>Workflow Automation</b></p> <ul style="list-style-type: none"> <li>• The proposed solution must offer a visual process designer that enables administrators to configure, deploy, and update workflows using a no-code, drag-and-drop interface.</li> <li>• The proposed solution must allow dynamic form creation with support for conditional fields, validations, and linked data sources to automate service intake processes.</li> </ul>	<p>"Fully Compliant = 4 Partial Compliant = 2 None-Compliant = 0"</p>

	<ul style="list-style-type: none"><li>• The proposed solution must support multi-level approvals, including sequential, parallel, and conditional approval paths based on workflow logic.</li><li>• The proposed solution must allow task reassignment and delegation, with full tracking of changes and escalation rules.</li><li>• The proposed solution must maintain a complete audit trail for every workflow action, including initiations, transitions, approvals, and document interactions.</li><li>• The proposed solution must provide automatic document generation, populating templates with data collected during the process lifecycle (e.g., certificates, letters).</li><li>• The proposed solution must support process cloning or templating, enabling rapid deployment of similar services with minor adjustments.</li><li>• The proposed solution must integrate form data and documents seamlessly, ensuring all workflow steps have access to the right content in context.</li><li>• The proposed solution must support conditional task routing, enabling dynamic flow paths based on form inputs, user roles, or business rules.</li><li>• The proposed solution must enable parallel task execution and branching logic to optimize process efficiency and handle complex decision scenarios</li></ul>	
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	<ul style="list-style-type: none"> <li>The proposed solution must offer real-time workflow tracking, with visual indicators for process steps, user assignments, and completion status.</li> </ul>	
12	<p><b>Identity and Access Management</b></p> <ul style="list-style-type: none"> <li>The proposed solution must include a built-in Identity and Access Management (IAM) component, providing secure authentication, role-based access control, SSO support, MFA support and centralized user management across all digital services.</li> <li>The proposed solution must support OpenID Connect (OIDC) out of the box for standards-based identity federation.</li> <li>The proposed solution must support SAML integration with enterprise identity providers, enabling federated login and secure token exchange.</li> <li>The proposed solution must support external login providers, including Microsoft AD, LDAP, Azure AD, and other directory services, in addition to social identity providers, including Google, Facebook, and Microsoft accounts.</li> <li>The proposed solution must support integration with custom authentication providers, via REST APIs, tokens, or custom connectors.</li> <li>The proposed solution must allow administrators to define custom user fields, such as department, entity code, or clearance level.</li> </ul>	<p>"Fully Compliant = 4 Partial Compliant = 2 None-Compliant = 0"</p>

	<ul style="list-style-type: none"> <li>The proposed solution must support virtual attributes and attribute mapping, to align with application-specific identity models.</li> </ul>	
13	<p><b>Correspondence Management</b></p> <ul style="list-style-type: none"> <li>Must support full lifecycle management of government correspondences: internal, incoming, and outgoing.</li> <li>Must enable structured metadata capture (subject, classification level, priority, reference number).</li> <li>Must provide configurable correspondence templates.</li> <li>Must include a dynamic workflow engine for routing, reviewing, approving, and digitally signing content.</li> <li>Must archive all correspondences in the ECM repository with audit logs, version history, and access controls in compliance with GSB standards and national records laws.</li> </ul>	<p>"Fully Compliant = 4 Partial Compliant = 2 None-Compliant = 0"</p>
14	<p><b>Email Integration</b></p> <ul style="list-style-type: none"> <li>Must include an advanced email connector to send registered correspondences via institutional email infrastructure.</li> <li>Must capture inbound emails (IMAP/SMTP or Graph API) and register them as official correspondences.</li> <li>Must extract and archive email metadata (sender, recipient,</li> </ul>	<p>"Fully Compliant = 4 Partial Compliant = 2 None-Compliant = 0"</p>

	<p>subject, message ID), body content, and attachments.</p> <ul style="list-style-type: none"> <li>• Must process emails and attachments with OCR and index them for full-text search and analytics</li> </ul>	
15	<p><b>Meeting Management</b></p> <ul style="list-style-type: none"> <li>• Must support scheduling of internal/inter-agency meetings.</li> <li>• Must allow creation of structured agendas, invitee management, and assignment of pre-meeting tasks.</li> <li>• Must support real-time note-taking and action tagging during meetings.</li> <li>• Must generate Minutes of Meeting (MoMs) with metadata (title, date, participants, agenda, decisions, actions).</li> <li>• Must route MoMs through approval workflows before archiving in the DMS.</li> <li>• MoMs must be linkable to related correspondences, documents, and tasks.</li> </ul>	<p>"Fully Compliant = 4 Partial Compliant = 2 None-Compliant = 0"</p>
16	<p><b>Centralized Repository &amp; ECM Compliance</b></p> <ul style="list-style-type: none"> <li>• Must archive all eOffice content (correspondences, documents, MoMs, emails, tasks) in the ECM repository.</li> <li>• Must support metadata classification, version control, linking, security permissions, retention policies, and legal hold.</li> </ul>	<p>"Fully Compliant = 4 Partial Compliant = 2 None-Compliant = 0"</p>

	<ul style="list-style-type: none"> <li>• Must enable intelligent search and secure access via ZamPortal identity and audit trail mechanisms.</li> </ul>	
17	<ul style="list-style-type: none"> <li>• <b>Resource Qualification</b></li> </ul>	
17.1	<p><b>Project Manager</b></p> <ul style="list-style-type: none"> <li>• Education: Minimum Master's Degree (IT/Management)</li> <li>• Professional: PMP or PRINCE2 certified</li> <li>• Experience: Minimum 8–10 years managing software projects</li> </ul> <p>Project Experience: At least 3 successfully delivered software development projects (on time and within budget)</p>	"Fully Compliant = 3 Partial Compliant = 1 None-Compliant = 0"
17.2	<p><b>Technical Lead (.NET)</b></p> <ul style="list-style-type: none"> <li>• Education: Bachelor's Degree in Computer Science/Software Engineering</li> <li>• Experience: 7+ years in software engineering, with 3+ years in .NET Core/ASP.NET</li> <li>• Skills: System integration, architecture design, cloud platforms (Azure preferred), DevOps practices</li> <li>• Evidence: At least 2 large-scale .NET projects delivered successfully</li> </ul>	"Fully Compliant = 3 Partial Compliant = 1 None-Compliant = 0"
17.3	<p><b>Full Stack .NET Developer(s)</b></p> <ul style="list-style-type: none"> <li>• Education: Bachelor's Degree in Computer Science/Engineering</li> <li>• Experience: 5+ years in full-stack development with .NET Core,</li> </ul>	"Fully Compliant = 3 Partial Compliant = 1 None-Compliant = 0"

	<p>ASP.NET MVC/Web API, Angular/React, and SQL Server</p> <ul style="list-style-type: none"> <li>• Skills: REST APIs, microservices, Entity Framework, CI/CD pipelines</li> <li>• Evidence: At least 2 prior .NET projects including both backend and frontend work</li> </ul>	
17.4	<p><b>Frontend Developer</b></p> <ul style="list-style-type: none"> <li>• Education: Bachelor's Degree in IT or related</li> <li>• Experience: 3–5 years in frontend frameworks (Angular/React/Blazor)</li> <li>• Skills: UI/UX, responsive design, integration with .NET backend</li> <li>• Evidence: At least 2 prior enterprise frontend projects</li> </ul>	<p>"Fully Compliant = 3 Partial Compliant = 1 None-Compliant = 0"</p>
17.5	<p><b>Database Expert</b></p> <ul style="list-style-type: none"> <li>• Education: Bachelor's Degree in Computer Science/IT</li> <li>• Experience: 5+ years with RDBMS (MS SQL Server, Oracle, PostgreSQL)</li> <li>• Certifications: Microsoft SQL Server or equivalent certification</li> <li>• Evidence: At least 3 previous projects in database design/optimization</li> </ul>	<p>"Fully Compliant = 3 Partial Compliant = 1 None-Compliant = 0"</p>
17.6	<p><b>Security Expert</b></p> <ul style="list-style-type: none"> <li>• Education: Bachelor's Degree in IT/Security</li> </ul>	<p>"Fully Compliant = 3 Partial Compliant = 1 None-Compliant = 0"</p>

	<ul style="list-style-type: none"> <li>• Experience: 5+ years in application and infrastructure security</li> <li>• Skills: OWASP, secure coding practices, penetration testing, Azure Security</li> <li>• Certifications: CISSP, CEH, or Microsoft Security certifications preferred</li> </ul>	
17.7	<b>QA / Test Engineer</b> <ul style="list-style-type: none"> <li>• Education: Bachelor's Degree in IT/Engineering</li> <li>• Experience: 3–5 years in QA/testing</li> <li>• Skills: Automated testing performance testing, UAT management</li> <li>• Evidence: At least 2 enterprise application testing projects</li> </ul>	"Fully Compliant = 3 Partial Compliant = 1 None-Compliant = 0"
17.8	<b>Business Analyst</b> <ul style="list-style-type: none"> <li>• Education: Bachelor's Degree in Business/IT</li> <li>• Experience: 5+ years in requirements gathering and process analysis</li> <li>• Skills: Agile/Scrum methodologies, use case modeling, user stories, backlog management</li> <li>• Evidence: At least 2 successful software projects in government/enterprise</li> </ul>	"Fully Compliant = 3 Partial Compliant = 1 None-Compliant = 0"

# Technical Evaluation Scoring Matrix – Hybrid Approach (All Categories + Guidance Notes)

**TABLE 1: SUMMARY OF CATEGORIES & SCORING**

Category	C.No	Weight (%)	Scoring Method	Purpose	Category Total
<b>I. Effectiveness in Meeting Requirements</b>	1–9	40%	$(4/2/0 \div 4) \times 100$	Assesses experience, scale, standards, architecture, certifications,	40%
<b>II. Maintenance &amp; Support</b>	10, 14, 15, 16	20%	$(4/2/0 \div 4) \times 100$	Lifecycle, operability, auditability, and records/communications continuity.	20%
<b>III. Change Management, Training &amp; Documentation</b>	11, 12, 13	5%	$(4/2/0 \div 4) \times 100$	User adoption, governance, and documentation completeness.	5%
<b>IV. Delivery Methodology &amp; Project Schedule</b>	ToR methodology section	15%	$(\text{Score} \div 4) \times 100$	Implementation quality, risk control, and scheduling realism.	15%
<b>V. Proposed Team Quality (Resource Qualification)</b>	17	20%	$(\text{Score} \div 3) \times 100$	Depth and seniority of key personnel; fit-for-purpose team.	20%

**TABLE 2: DETAILED CATEGORIES, WEIGHTS & SCORING****Category I – Effectiveness in Meeting Requirements (Total 40%)**

C.No	Criterion	Weight (% of Total)	Scoring Method	Guidance Notes
1	Vendor has $\geq 10$ years of experience in public sector engagement.	5%	$(4/2/0 \div 4) \times 100$	Provide incorporation/registration docs, audited financials, and company profile showing $\geq 10$ years of operations
2	National/sector platform that processes $\geq 1$ Million records	5%	$(4/2/0 \div 4) \times 100$	Case study with user/record counts, TPS, uptime (e.g., $\geq 99.5\%$ ), DR/HA architecture, external registries integrated, workflow coverage.
3	$\geq 10$ government references	4%	$(4/2/0 \div 4) \times 100$	Provide reference list with contact person, scope, contract value, completion year; attach/reference letters if available.
4	National digital ID integration experience	5%	$(4/2/0 \div 4) \times 100$	Detail protocols (OIDC/SAML), PKI/eID integrations, throughput/latency metrics, production volumes; attach architecture diagrams and security controls.
5	Proof of Valid ISO Certifications ISO 9001,	5%	$(4/2/0 \div 4) \times 100$	Attach valid certificates (issuer, scope, sites), expiry

	14001,20000,27001,10015			dates, statement of applicability (ISO 27001); explain how each applies to the engagement.
6	Tech-agnostic; MS SQL/Oracle/PostgreSQL; Linux/Windows; no lock-in	6%	$(4/2/0 \div 4) \times 100$	Confirm supported DB/OS matrices; state absence of proprietary runtime/fees beyond quote; disclose licenses; show portability strategy.
7	Microservices containerization (Docker) +	4%	$(4/2/0 \div 4) \times 100$	Provide logical/physical architecture; stateless services; API gateway; orchestration (e.g., Kubernetes); CI/CD pipeline; observability (logs/metrics/traces).
8	Built-in AI (summarization, auto classification; on-prem)	3%	$(4/2/0 \div 4) \times 100$	Describe native AI features, supported models, on-prem deployment, data privacy, fine-tuning options, guardrails, and admin controls.
9	Data Exchange Experience (ESB/GSB)	3%	$(4/2/0 \div 4) \times 100$	Provide documentary evidence of experience in setting up data-exchanges
<b>TOTAL</b>		<b>40.0%</b>		Sum of weights in this category

### Category II – Maintenance & Support (Total 10%)

C.No	Criterion	Weight (% of Total)	Scoring Method	Guidance Notes
10	Document Viewer (annotations, redaction, versions, audit, protection)	3.0%	$(4/2/0 \div 4) \times 100$	List supported formats (PDF, Office, images); demo in-document annotations/redaction; versioning & audit logs; watermarking; disable print/download policies.
14	Email Integration (in/out capture, metadata, OCR, index)	2.0%	$(4/2/0 \div 4) \times 100$	Cover IMAP/SMTP/Graph API; capture metadata (sender, recipients, subject, message-ID); OCR pipeline for attachments; full-text indexing; security posture.
15	Meeting Management (agenda, MoM, approvals, linking)	2.0%	$(4/2/0 \div 4) \times 100$	Agenda templates, invitee mgmt, live notes & action tagging, MoM generation with metadata, approval workflow, linkage to correspondences/docs/tasks.
16	Centralized Repository & ECM compliance	3.0%	$(4/2/0 \div 4) \times 100$	Retention schedules, legal hold, classification, permissions/RBAC, audit trail, records law compliance; secure search & access via IAM and audit controls.

<b>TOTAL</b>		10.0%		Sum of weights in this category
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### Category III – Change Management, Training & Documentation (Total 15%)

C.No	Criterion	Weight (% of Total)	Scoring Method	Guidance Notes
11	Workflow Automation (no-code designer; dynamic forms)	6%	$(4/2/0 \div 4) \times 100$	Demonstrate drag-and-drop process designer; conditional fields/validations; data source linking; templating/cloning; documentation of configured processes.
12	Identity & Access Management (roles, federation, attributes)	4.5%	$(4/2/0 \div 4) \times 100$	Show OIDC/SAML federation; external providers (AD/LDAP/Azure AD; social); MFA; custom user fields; attribute mapping and virtual attributes documentation.
13	Correspondence Management (routing, approvals, archiving)	4.5%	$(4/2/0 \div 4) \times 100$	Metadata capture (subject/classification/priority/ref); configurable templates; multi-level

				approvals; digital signing; archiving to ECM with audit trail.
<b>TOTAL</b>		<b>15.0%</b>		<b>Sum of weights in this category</b>

### Category IV – Delivery Methodology & Project Schedule (Total 15%)

Criterion	Weight (% of Total)	Scoring Method	Guidance Notes
<b>Implementation methodology &amp; risk management plan</b>	7.5%	$(\text{Score} \div 4) \times 100$	Adopted methodology (Agile/Hybrid), governance, backlog/QA/devops plans; risk register with owners/mitigations; change control; delivery KPIs.
<b>Project schedule &amp; milestones</b>	7.5%	$(\text{Score} \div 4) \times 100$	Detailed timeline with phases/milestones/dependencies; resource plan; critical path; acceptance gates; realistic assumptions & buffer management.
<b>Total</b>	15.0%		Sum of weights in this category

### Category V – Proposed Team Quality (Total 20%)

C.No	Criterion	Weight (% of Total)	Scoring Method	Guidance Notes
17.1	Project Manager	3.5%	$(\text{Score} \div 3) \times 100$	PMP/PRINCE 2; $\geq 8-10$ yrs; $\geq 3$ sector relevance; leadership & stakeholder management
17.2	Technical Lead (.NET)	3.5%	$(\text{Score} \div 3) \times 100$	$\geq 7$ yrs; architecture/integration; Azure/DevOps;

				large-scale .NET deliveries; security-by-design.
17.3	Full-Stack Developer(s)	3.5%	$(\text{Score} \div 3) \times 100$	≥5 yrs; .NET Core/ASP.NET + Angular/React; REST APIs; microservices; CI/CD; past enterprise apps.
17.4	Frontend Developer	2.0%	$(\text{Score} \div 3) \times 100$	3–5+ yrs; Angular/React; accessibility; responsive UI; UX collaboration.
17.5	Database Expert	2.0%	$(\text{Score} \div 3) \times 100$	RDBMS (SQL/Oracle/Postgres); tuning; HA/DR; certification preferred; migration experience.
17.6	Security Expert	2.0%	$(\text{Score} \div 3) \times 100$	OWASP; threat modeling; pentesting; Azure Security; CISSP/CEH preferred; compliance experience.
17.7	QA / Test Engineer	1.5%	$(\text{Score} \div 3) \times 100$	Automation frameworks; performance testing; UAT mgmt; test plans &

				coverage metrics.
17.8	Business Analyst	2.0%	$(\text{Score} \div 3) \times 100$	5+ yrs; requirements elicitation; use cases/user stories; backlog mgmt; government/enterprise projects.
<b>TOTAL</b>		<b>20.0%</b>		<b>Sum of weights in this category</b>

**Minimum Qualifying Technical Score:** Bidders must score a **minimum of 70%** to qualify for financial evaluation.

#### 1.4 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.

Given the identified cyber security risks associated with this project, the Proposer **must** designate a qualified Cyber Security Expert as part of its Key Personnel.

#### 1.5 Subcontractors/vendors/manufacturers (N/A)

Subcontractors/vendors/manufacturers for major items of supply or services identified in the prequalification document must meet or continue to meet the minimum criteria specified therein for each item.

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
	Not Applicable	Not Applicable

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

### **1.6 Manufacturer's authorization**

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

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

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

### **1.7 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** the technical requirements and scoring matrix defined in ITP **32.2** and specified in Section III Table 1-2

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

- (i) to which extent that the performance, capacity, or functionality features meet or exceed the levels specified in the performance /functional requirements and/or influence the life-cycle cost and effectiveness of the Information System;
- (ii) usability features, such as ease of use, ease of administration, or ease of expansion, which influence the life-cycle cost and effectiveness of the Information System;
- (iii) quality of the Proposer's Preliminary Project Plan as evidenced by the thoroughness, reasonableness, and responsiveness of: (a) the task and resource schedules, both general and specific, and (b) the proposed arrangements for management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified by the Purchaser or proposed by the Proposer based on the Proposer's experience;
- (iv) any sustainable procurement requirement if specified in Section VII-Requirements of the Information System.

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 60% and 40% Cost

#### Technical proposal scoring methodology

- (a) During the evaluation process, the evaluation committee will assign each desirable/preferred 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  $\sum_{j=1}^n W_j = 1$

### 3. sTechnical 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:**

Time to complete the Information System from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities is: 36 Months. No credit will be given for earlier completion.

### **(b) Recurrent Costs**

Since the operation and maintenance of the system being procured form a major part of the implementation, the resulting recurrent costs will be evaluated according to the principles given hereafter, including the cost of recurrent cost items for the initial period of operation stated below, based on prices furnished by each Proposer in Price Schedule Nos. 3.3 and 3.5.

Recurrent cost items for post-warranty service period if subject to evaluation shall be included in the main contract or a separate contract signed together with the main contract.

Such costs shall be added to the Proposal price for evaluation.

Option 1: The recurrent cost factors for calculation of the implementation schedule are:

- (i) number of years for implementation
- (ii) hardware maintenance
- (iii) software licenses and updates
- (iv) technical services
- (v) telecommunication services, and
- (vi) other services (if any).

The Recurrent Costs (R) are reduced to net present value and determined using the following formula:

$$R \square \square \frac{R_x}{(1+I)^x}$$

where

$N$  = number of years of evaluated recurrent costs

$x$  = an index number 1, 2, 3, ...  $N$ .

$R_x$  = total Recurrent Costs for year “ $x$ ,” as recorded in the Recurrent Cost Sub-Table.

$I$  = discount rate to be used for the Net Present Value calculation, as specified **in the PDS for ITP 39.1.**

(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

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

## 1. Qualification

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 <u>Nationality</u>	Nationality in accordance with ITP 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –1.1 and 1.2, with attachments
1.2 <u>Conflict of Interest</u>	No- conflicts of interests as described in ITP 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Proposal
1.3 <u>Bank Ineligibility</u>	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
1.4 <u>State owned Entity of the Borrower country</u>	Compliance with conditions of ITP 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –1.1 and 1.2, with attachments

Factor	1.1 ELIGIBILITY					
Sub-Factor	Criteria					Documentation Required
	Requirement	Proposer				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each 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 <sup>1</sup> did not occur as a result of Proposer’s default since <b>1<sup>st</sup> January 2020</b>	Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement <sup>2</sup>	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

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

<sup>2</sup> This requirement also applies to contracts executed by the Applicant as JV member.

1.2.3 Pending Litigation	Proposer's financial position and prospective long-term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Proposer.	Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement	N / A	Form CON – 2
1.2.4 Litigation History	No consistent history of court/arbitral award decisions against the Proposer <sup>3</sup> since <b>1<sup>st</sup> January 2020</b>	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
1.2.5 Bank's SEA and/or SH Disqualification <sup>4</sup>	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

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<sup>3</sup> 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		
1.3.3 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: US \$ 4,000,000	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 at least the last <b>Ten (10) years</b> prior to the applications submission deadline.	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP-1.4.1
1.4.2 Specific Experience	Participation as a prime supplier, management contractor, JV <sup>5</sup> member, sub-contractor, in at least <b>One (1) contract</b> within the last seven Years (7) years, with a value of at least <b>Eight Million United States Dollars (US \$8,000,000)</b> , or <b>two contracts</b> each of <b>Five Million United States Dollars (US \$5,000,000)</b> , that have been successfully and substantially completed and that are similar to the proposed Information System.	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet the requirement of having at least one contract of the stated value	Form EXP 1.4.2

<sup>5</sup> For contracts under which the Proposer participated as a joint venture member or sub-contractor, only the Proposer's share, by value, and role and responsibilities shall be considered to meet this requirement.

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	
	The contracts should include the following specific requirements. 1. Successfully completed similar contracts documented by a copy of an <b>Operational acceptance certificate</b> (or equivalent documentation satisfactory to the Purchaser) issued by the purchaser(s).					

## 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”*

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

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

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

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

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

## FORM CON – 3

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

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

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

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

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

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

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

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

## FORM EXP 1.4.1- GENERAL EXPERIENCE

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

Date: *[insert Date]*

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

RFP No.: *[insert RFP number]*

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

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 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 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 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>

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

## FORM EXP 1.4.2- SPECIFIC EXPERIENCE

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

Date: *[insert Date]*

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

RFP No.: *[insert RFP number]*

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

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

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

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

Date: *[insert Date]*

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

RFP No.: *[insert RFP number]*

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

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

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

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

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

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

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

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

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

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

## FORM FIN 1.3.1- FINANCIAL SITUATION: HISTORICAL FINANCIAL PERFORMANCE

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

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

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

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

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

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

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

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

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

## FORM FIN 1.3.2- AVERAGE ANNUAL TURNOVER

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

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

Date: *[insert Date]*

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

RFP No.: *[insert RFP number]*

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

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

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

## FORM FIN 1.3.3- FINANCIAL RESOURCES

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

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

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

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

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

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

## PERSONNEL CAPABILITIES- KEY PERSONNEL

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

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

Date: *[insert Date]*

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

RFP No.: *[insert RFP number]*

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

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

### Key Personnel

1.	Title of position: <i>[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: <b>Cyber security Expert/s</b> <i>[Include as required]</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>

## Candidate Summary

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

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

Date: *[insert Date]*

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

RFP No.: *[insert RFP number]*

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

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

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

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

## CODE OF CONDUCT FOR SUPPLIER’S PERSONNEL FORM

**Note to the Purchaser:**

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

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

**Note to the Proposer:**

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

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

### CODE OF CONDUCT FOR SUPPLIER’S PERSONNEL

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

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

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

#### REQUIRED CONDUCT

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

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

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

## RAISING CONCERNS

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

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

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

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

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

### **CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

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

#### **FOR SUPPLIER'S PERSONNEL:**

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

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

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

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

Countersignature of authorized representative of the Supplier:

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

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

#### **ATTACHMENT 1: Behaviors constituting SEA and behaviors constituting SH**

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

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

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

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

**(2) Examples of sexual harassment in a work context**

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

## TECHNICAL CAPABILITIES

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

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

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

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

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

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

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

## MANUFACTURER’S AUTHORIZATION

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

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

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

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

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

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

Signed \_\_\_\_\_

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

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

*[add Corporate Seal (where appropriate)]*

## SUBCONTRACTOR'S AGREEMENT

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

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

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

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

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

Signed \_\_\_\_\_

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

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

[add Corporate Seal (where appropriate)]

**List of Proposed Subcontractors**

	Item	Proposed Subcontractor	Place of Registration & Qualifications

## INTELLECTUAL PROPERTY FORMS

### Notes to Proposers on working with the Intellectual Property Forms

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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 11.2 (j) and ITP 16.2, the documentary evidence of conformity of the Information System to the request for proposals documents includes (but is not restricted to):

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

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

**Note:** The Technical Requirements are voiced as requirements of the *Supplier* and/or the *System*. The Proposer's response must provide clear evidence for the evaluation team to assess the credibility of the response. A response of "yes" or "will do" is unlikely to convey the credibility of the response. The Proposer should indicate *that* – and to the greatest extent practical – *how* the Proposer would comply with the requirements if awarded the contract. Whenever the technical requirements relate to feature(s) of existing products (e.g., hardware or software), the features should be described and the relevant product literature referenced. When the technical requirements relate to professional services (e.g., analysis, configuration, integration, training, etc.) some effort should be expended to describe how they would be rendered – not just a commitment to perform the [cut-and-paste] requirement. Whenever a technical requirement is for the Supplier to provide certifications (e.g., ISO 9001), copies of these certifications must be included in the Technical Proposal.

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

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

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

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

(e). Any separate and enforceable contract(s) for Recurrent Cost items which the PDS ITP 17.2 required Proposers to propose.

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

### Technical Responsiveness Checklist (Format)

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

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

## FORM OF PROPOSAL SECURITY (BANK GUARANTEE)

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

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

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

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

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

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

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

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

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

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*[signature(s)]*

## FORM OF PROPOSAL SECURITY (PROPOSAL BOND)

BOND NO. *[insert number]*

BY THIS BOND *[insert Name]* as Principal (hereinafter called “the Principal”), and *[insert Name]*, **authorized to transact business in** *[insert Jurisdiction]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert Purchaser Name]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[insert amount in figures]*<sup>1</sup> (*[insert amount in words]*), for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Proposal to the Purchaser dated the *[insert ordinal number]* day of *[insert month]* *[insert year]*, for *[insert name of Contract]* (hereinafter called the “Proposal”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Proposal prior to the Proposal validity expiry date set forth in the Principal’s Letter of Proposal, or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Proposal by the Purchaser prior to the expiry date of the Proposal validity or any extension thereto provided by the Applicant has failed to; (i) execute the Contract Agreement, or (ii) furnish the Performance Security in accordance with the Instructions to Proposers (“ITP”) of the Purchaser’s request for proposals document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiry of the Proposal validity set forth in the Principal’s Letter of Proposal or extended thereto provided by the Principal.

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<sup>1</sup> The amount of the Bond shall be denominated in the currency of the *Purchaser’s* Country or the equivalent amount in a freely convertible currency.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this *[insert **number** day of [insert **month**] [insert **year**]*.

Principal: \_\_\_\_\_

Surety: \_\_\_\_\_

Corporate Seal (where appropriate)

\_\_\_\_\_  
*(Signature)*

*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*

*(Printed name and title)*

## FORM OF PROPOSAL-SECURING DECLARATION

*[The Proposer shall fill in this Form in accordance with the instructions indicated.]*

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

Proposal No.: *[insert **number of request for proposals process**]*

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

To: *[insert **complete name of Purchaser**]*

We, the undersigned, declare that:

We understand that, according to your conditions, Proposals must be supported by a Proposal-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time specified in Section II – Proposal Data Sheet, if we are in breach of our obligation(s) under the proposal conditions, because we:

- (a) have withdrawn our Proposal prior to the expiry date of the Proposal validity specified in the Letter of Proposal or any extended date provided by us; or
- (b) having been notified of the acceptance of our Proposal by the Purchaser prior to the expiry date of the Proposal validity in the Letter of Proposal or any extended date provided by us, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITP.

We understand this Proposal-Securing Declaration shall expire if we are not the successful Proposer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Proposer; or (ii) twenty-eight days after the expiry date of the Proposal validity.

Name of the Proposer\* *[insert **Name of Proposer**]*

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

Title of the person signing the Proposal*[insert **Title of authorized person**]*

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 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 attached to the Proposal

*[Note: In case of a Joint Venture, the Proposal-Securing Declaration must be in the name of all members to the Joint Venture that submits the Proposal.]*

## 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

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#### General

1. The Price Schedules are divided into separate Schedules as follows:
  - 3.1 Grand Summary Cost Table
  - 3.2 Supply and Installation Cost Summary Table
  - 3.3 Recurrent Cost Summary Table
  - 3.4 Supply and Installation Cost Sub-Table(s)
  - 3.5 Recurrent Cost Sub-Tables(s)
  - 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: <b>Local</b> <b>Currency</b> ] Price</i>	<i>[ insert: <b>Foreign</b> <b>Currency</b> <b>A</b> ] Price</i>	<i>[ insert: <b>Foreign</b> <b>Currency</b> <b>B</b> ] Price</i>	<i>[ insert: <b>Foreign</b> <b>Currency</b> <b>C</b> ] Price</i>
1.	Supply and Installation Costs (from Supply and Installation Cost Summary Table)				
2.	Recurrent Costs (from Recurrent Cost Summary Table)				
4.	Grand Totals (to Proposal Submission Form)				

Name of Proposer:		
Authorized Signature of Proposer:		

### 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.	[ insert: Local Currency ] Price	[ insert: Local Currency ] Price	[ insert: Foreign Currency A] Price	[ insert: Foreign Currency B] Price	[ insert: Foreign Currency C] Price
0	Project Plan	--	--	--	--	--	--
1	Subsystem 1	1					
SUBTOTALS							
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

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

<b>Line Item No.</b>	<b>Subsystem / Item</b>	<b>Recurrent Cost Sub- Table No.</b>	<i>[ insert: Local Currency ] Price</i>	<i>[ insert: Foreign Currency A ] Price</i>	<i>[ insert: Foreign Currency B ] Price</i>	<i>[ insert: Foreign Currency C ] Price</i>
y	Recurrent Cost Items					
y.1	_____	y.1				
	Subtotals (to Grand Summary Table)					

**Note:** Refer to the relevant Recurrent Cost Sub-Tables for the specific components that constitute the Subsystem or line item in this summary table.

Name of Proposer:		
Authorized Signature of Proposer:		

### 3.4 Supply and Installation Cost Sub-Table *[insert: identifying number]*

Line item number: *[specify: relevant line item number from the Supply and Installation Cost Summary Table (e.g., 1.1)]*

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>
X.1	_____	--	--	--	--	--	--	--					
Subtotals (to <i>[ insert: line item ]</i> of Supply and Installation Cost Summary Table)													

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

Name of Proposer:	
Authorized Signature of Proposer:	

### 3.5 Recurrent Cost Sub-Table *[insert: identifying number] -- Warranty Period*

Lot number: *[if a multi-lot procurement, insert: lot number, otherwise state “single lot procurement”]*

Line item number: *[specify: relevant line item number from the Recurrent Cost Summary Table – (e.g., y.1)]*

Currency: *[specify: the currency of the Recurrent Costs in which the costs expressed in this Sub-Table are expressed]*

*[As necessary for operation of the System, specify: the detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the Sub-Table as needed to cover each and every line item in the Recurrent Cost Summary Table that requires elaboration. ]*

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

		Maximum all-inclusive costs (for costs in <i>[ insert: currency ]</i> )						
Component No.	Component	Y1	Y2	Y3	Y4	...	Yn	Sub-total for <i>[ insert: currency ]</i>
1.	Hardware Maintenance	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty				
2.	Software Licenses & Updates	Incl. in Warranty						
2.1	System and General-Purpose Software	Incl. in Warranty						
2.2	Application, Standard and Custom Software	Incl. in Warranty						
3.	Technical Services							

Component No.	Component	Maximum all-inclusive costs (for costs in [ insert: <b>currency</b> ])						Sub-total for [ insert: <b>currency</b> ]
		Y1	Y2	Y3	Y4	...	Yn	
3.1	Sr. Systems Analyst							
3.2	Sr. Programmer							
3.3	Sr. Network Specialist, ..... etc.							
4.	Telecommunications costs [to be detailed]							
5.	[Identify other recurrent costs as may apply]							
	Annual Subtotals:							--
Cumulative Subtotal (to [ insert: <b>currency</b> ] entry for [ insert: <b>line item</b> ] in the Recurrent Cost Summary Table)								

Name of Proposer:		
Authorized Signature of Proposer:		

### 3.6 Country of Origin Code Table

Country of Origin	Country Code		Country of Origin	Country Code		Country of Origin	Country Code



## 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); project implementers (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

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

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

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) project implementers (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

# **PART 2 – PURCHASER’S REQUIREMENTS**

## SECTION VII - SECTION SCOPE OF WORK

### 7.1 List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Project implementer's offered Delivery date
1.	E-Services / Systems (MDAs) (To be delivered in quarterly blocks of 10 services)	12 systems (one per MDA including local authorities)	N/A	SMART Zambia Institute	4 Months	24 Months	
2.	Upgraded Data Exchange Platform	1	N/A	SMART Zambia Institute	3 Months	6 Months	
3.	Upgraded Digital Signature Platform	1	N/A	SMART Zambia Institute	2 Months	6 Months	
4.	eOffice System	1	N/A	N/A	6 Months	9 Months	
5.	Upgraded Government Payment Gateway (ZamPay)	1	N/A	N/A	6 Months	12 Months	

**7.2 List of Related Services and Completion Schedule**

<b>Service No.</b>	<b>Description of Service</b>	<b>Quantity</b>	<b>Unit</b>	<b>Place of Delivery</b>	<b>Final Date of Completion</b>
1.	Stakeholder consultations and MDA service assessment workshops (at least 2 physical meetings per MDA/System during assessment)	24	Sessions	Lusaka and selected MDA offices	Month 24
2.	Business Process Documentation for identified for each service and internal workflows (e-Services + eOffice) in each of the systems	12	BPMN Processes for all services in each system	Editable digital formats (central repository)	Quarterly 2 systems to be developed in the next quarter.
3.	Functional design and prioritisation: 12 high-impact e-Service systems and eOffice component blueprints	1	Prioritisation Report + Design Specs	Lusaka	Month 5
4.	Technical architecture & integration planning (ZamConnect, ZamSign, ZamPass, ZamDocs, eOffice)	1	Architecture Document	SZI IT and Digital Architecture Office	Month 5
5.	Reengineering and workflow design of 12 prioritised e-service systems (internal eOffice processes)	12 + 1	Workflow Sets for all services in a system	GSB Low-Code Platform	Quarterly 2 service systems per quarter to be finalized by Month 24
6.	Development &	12	Digital Service	Deployed on	Quarterly 2 e-service

	configuration of 12 selected e-service systems (phased: 2 per quarter)		Systems	ZamPortal Production environment	systems delivered and to be finalized by Month 24
7.	Development of new National Data Registers	12	New Data Registers	Integrated onto NDP / ZamConnect	Month 12
8.	Onboarding of additional payment channels	8	New Payment Channels integrated	Integrated into Zampay	Month 15
9.	Revenue router for non-TSA revenue collection	1	Enhanced ZamPay	Integrated into ZamPay	Month 8
10.	G2P and G2B integration for ZamPay	1	Enhanced ZamPay	Integrated into ZamPay	Month 12
11.	Refund processing module for ZamPay	1	Enhanced ZamPay	Integrated into ZamPay	Month 14
12.	Development & configuration of eOffice Suite: Correspondence, Email Capture, Meetings, Tasks	1	Modular Platform	GSB-hosted central development	Month 10
13.	Integration of eOffice with ECM (ZamDocs): metadata, templates, archiving, and retention policy enforcement	1	Configured Repository	SZI ECM System	Month 11
14.	Implementation of AI Dashboards, Business Activity Monitor, Executive Portal, and Cognitive Assistants	1	Dashboards & Analytics	GSB/eOffice Dashboard Layer	Month 12

15.	System Testing & UAT: 12 e-service systems + eOffice Suite (phased testing per rollout group)	12 +1	UAT Cycles	UAT with MDAs + SZI Internal QA	Quarterly 2 e-service systems to be tested, all UATs to have finalized by Month 24
16.	Training of MDA users, eOffice users, and system administrators (ToT model + self-paced content)	16	Workshops Recordings	+SZI HQ + remote hubs	Month 16
17.	Go-live deployment of 12 e-service systems with all their e-services on ZamPortal	12+1	Live Services	ZamPortal + SZI back-office	Quarterly 2 e-service systems to be finalized by Month 24
18.	Go-Live deployment of E-Office solution	1	Live E-Office	ZamPortal + e-Office Backoffice	Month 12
19.	Business Process Documentation for non-implemented services and not-available services and internal workflows (e-Services + eOffice)	... MDAs + 176 unavailable services	BPMN Processes	Editable digital formats (central repository)	Quarterly 2 e-service systems (MDAs) to be finalized by Month 24
20.	Documentation of remaining non-implemented systems (for future rollout)	50	Structured Service Records	Digital archive at SZI Repository	Month 24
21.	Handover of all code repositories of eOffice Suite as well as eService systems developed	1+~12	Repositories	SZI HQ	Month 24
22.	Hypercare support	3	Months	SZI Helpdesk	Month 27

	(bug resolution, tuning, optimization) for all launched systems			+ Vendor Support Team	
23.	Developer training to be able to independently develop e-services.	30	Local developers trained	Zambia	Month 27

### 7.3 Background and Strategic Context

The Government of the Republic of Zambia, through the Smart Zambia Institute (SZI), is undertaking a bold initiative to transform public service delivery through the implementation of a unified digital government project: the Government Service Bus. Part of this project is ZamPortal, a platform designed to provide citizens, businesses, and government entities with a single point of access to digital services, thereby improving efficiency, transparency, and inclusiveness in governance.

This Request for Proposal (RFP) invites qualified vendors to submit comprehensive technical and financial proposals for the design, development, integration, and deployment of e-services on ZamPortal. This assignment forms a critical component of Zambia’s national digital transformation agenda, in line with the E-Government Strategy and the 8th National Development Plan (8NDP).

Through the GSB-GPG I (2019-2022) and GSB-GPG II (2023-2026) projects, the Government of Zambia, led by Smart Zambia Institute and the Ministry of Finance, successfully developed the Government Service Bus (GSB), a foundational ecosystem for digital public infrastructure. The public gateway to this ecosystem, ZamPortal, provides access to over 282 digital services across roughly 60 integrated systems. However, a significant opportunity remains, as a pipeline of over 1,093 additional services is slated for digitization. Digitizing these services is a key objective that requires business process analysis, business process reengineering, technical development, and stakeholder approval from the respective MDAs.

The broader Government Service Bus (GSB) digital ecosystem which includes ZamConnect (data exchange), ZamPass (Digital Identity Management), ZamPay (National Payment Gateway), ZamSign (e-signature platform), the National Data Registers (NDR), National Data Portal (NDP) and government mobile application (ZamGov) platform operates from infrastructure hosted at the Ministry of Finance Headquarters Data Centre and the Infratel Roma Datacenter.

The e-Service framework used for the GSB has two main versions, an older model on which most systems/services run and a newer containerized version that splits up the e-service UI and back-office for each service provider. Only a limited number of systems and services have been developed on the newer version of the framework.

Since 2022 over 5.3 billion Kwacha and 24.5 million USD has been collected through ZamPay the government payment gateway. ZamPay is currently integrated with all local banks and Mobile Money providers and offers 17 different payment channels. All funds collected through ZamPay are automatically remitted into the Treasury Single Account (also known as Control 99). Through its direct integration with IFMIS (the Integrated Financial Management Information System) payments are automatically reconciled into their respective accounts. This project aims to consolidate and expand the digital service catalogue available to the public by ensuring seamless interoperability between systems, real-time data exchange, digital identity verification, secure payments, and legally binding electronic signatures.

## 7.4 Scope Of Work

The objective of this assignment is to conduct a comprehensive assessment of government service delivery processes with the goal of identifying, prioritizing, and onboarding high-impact digital services onto ZamPortal. The project is designed as a foundational step towards full national e-service coverage, focusing first on in-depth discovery and prioritization, then on execution of a representative service portfolio, and finally on strategic documentation to enable phased scalability.

Note: A system is a collection of services for one MDA, for example the Ministry of Lands has three departments, one of these departments the Survey Department has its own back-office with 9 e-services which make up one system.

The specific objectives are as follows:

- To engage with relevant stakeholders, including all key Ministries, Departments, and Agencies (MDAs), to **assess existing public services** and identify opportunities for digital transformation;
- To conduct **business process analysis and service readiness assessments** across a comprehensive list of targeted systems;
- To define **evaluation criteria** and lead the prioritisation exercise for the selection of a **minimum** of **12 high-value e-service systems** across various MDAs to be implemented under this phase;
- To design, configure, test, and deploy at least **12 selected e-service systems**, ensuring full alignment with the Government Service Bus (GSB) ecosystem and national interoperability framework;
- To assess the effectiveness of the data-exchange platform ZamConnect and enhance or replace the solution with a true national data exchange platform.
- To **enhance or replace the national payment gateway, ZamPay**. Ensuring all banks listed boz.zm are onboarded and expand the number of payment channels integrated onto ZamPay.
- Expand ZamPay to facilitate **G2P** and **G2B** payments.
- Expand ZamPay and e-Service back-end to **support refund processing**. Through a formalized and documented chain refunds should be able to be requested, approved and paid entirely through the systems.

- Expand ZamPay to facilitate revenue collection outside of the Treasury Single Account (TSA) and distribute collected funds to destination beneficiaries such as local authorities.
- To produce comprehensive **documentation and reengineering artefacts** for all remaining services not implemented in this phase, enabling future deployment with minimal rework;
- To transfer knowledge, build institutional capacity, and provide operational support to ensure sustainability and adoption across the government landscape
- To **maintain and support the existing GSB ecosystem** and ensure the continued uninterrupted operation of the platform.

#### 7.4.1 General Description of Services in Scope

The total number of e-services to be addressed through this assignment is approximately **1,547**, segmented as follows:

- **As of September 2025 a total of 458 services** have been developed and deployed on the Zambia Integrated Government Services (ZIGS), the back-office that manages deployment on ZamPortal/e-Services of which **282 services are available and published to the public**, ~176 services have been developed but are not exposed or available to end-users. These services require MDA approval, further development, metadata review, integration validation, and upgrades before publication. The vendor should provide a detailed report of the **~176 services which have not been published or are disabled**, identifying the issues needed to be resolved before these services can be published.
- **Over 1,089 services** have not yet been digitised and will require **full lifecycle intervention**: business process analysis, reengineering, stakeholder validation, service configuration, testing, deployment, and post-deployment support.

The contractor shall address all service development through a standardized service development methodology as agreed with Smart Zambia as per the below:

##### 1. Assessment and Stakeholder Engagement

- Conduct structured business analysis with MDAs to identify services, as-is processes, and pain points.
- Capture business workflows, user journeys, and existing documentation using standardized business analysis toolkits.

##### 2. Prioritization and Implementation Planning

- Define multi-criteria evaluation models (impact, cost, volume, readiness).
- Select 12 systems to implement under this phase, equally distributed in classification as “simple”, “medium complexity” and “complex” systems.
- Prepare a rollout roadmap.

##### 3. Implementation and Documentation

- Reengineer, configure, and publish the 12 e-service systems using the GSB low-code platform or similar e-service platform supplied by the vendor that offers low/no code e-service development.
- Integrate each system with ZamPass, ZamConnect, ZamPay, ZamSign, and NDRs or provide full-alternatives for each solution.
- Ensure each service is listed on the public ZamPortal.
- Document remaining services, including:
  - BPMN workflows
  - Stakeholder maps
  - Metadata specifications
  - Integration requirements

Each implemented service must comply with ZamPortal UI/UX, accessibility, multilingual content, and national standards.

#### 7.4.2 Business Process Discovery and Reengineering

For each new or legacy service not yet published on ZamPortal, the vendor shall:

- Conduct **business process discovery** workshops with relevant Ministries, Departments, and Agencies (MDAs) using a structured engagement framework that includes interview guides, process flow templates, and service data dictionaries.
- Map the “**As-Is**” process, identifying key actors, input/output artefacts, decision points, and pain points.
- Collaboratively define the “**To-Be**” process using **BPMN 2.0 notation**, taking into account GSB standards, integration requirements, and automation opportunities.
- Ensure that every reengineered service maximizes automation, self-service, and data reuse — while preserving compliance with institutional mandates and sector-specific regulations.
- Assess if services will require specialized functionality outside of regular e-service case management processes, eg. GIS integration, Mobile app functionality for field officers, etc.
- Prepare Business Process Reengineering (BPR) packs for each service, including:
  - Narrative descriptions of workflows
  - Process diagrams
  - Field-level metadata and validation rules
  - Document attachment checklists
  - Role and access control matrices
  - SLA thresholds and escalation logic
- Facilitate validation sessions with MDAs and obtain **formal sign-off** before initiating configuration.

#### 7.4.3 Technical Development and Configuration of E-Services

The contractor shall configure and, where necessary, develop the e-services within the existing GSB low-code platform or their own low-code e-service delivery platform. The contractor shall be responsible for ensuring all their services are listed on ZIGS/ZamPortal.

The configuration process must adhere to a standard service development framework, comprising:

- **Form design and configuration:** Create user-facing dynamic forms using a drag-and-drop builder, with field validation, pre-filled data fields (from national registries), and multilingual field labels.
- **Workflow design:** Embed the approved process logic into a workflow engine that supports task assignment, SLA timers, decision rules, conditional paths, escalations, and parallel approvals.
- **Role-based access control (RBAC):** Implement differentiated access rights for applicants, reviewers, approvers, MDA admins, and helpdesk agents.
- **Document management:** Configure document upload, preview, download, storage, and archival components — including restrictions on file types, size, and encryption at rest.
- **Output generation:** Generate standardized and secure digital outputs (e.g., certificates, licenses, receipts) with embedded QR codes or watermarks that link to a verification service.
- **Notifications and alerts:** Configure SMS, email, and in-app notifications using ZamNotify (integrated with ZAMTEL and SendGrid), ensuring multilingual content and support for lifecycle events (application submission, approval, rejection, expiry).

All services must be **responsive across devices**, comply with **WCAG 2.1 AA accessibility guidelines**, and be usable in both **English and at least one local language** (Bemba or Nyanja).

#### 7.4.4 Integration with GSB Ecosystem Components

All developed and reconfigured services must be fully integrated or provide an equal alternative to the current national digital ecosystem:

- **ZamConnect:** All backend processes must communicate with other government systems and registries through ZamConnect. The contractor must define APIs conforming to the OpenAPI specification, map data fields, and handle authentication tokens. If selected MDAs have legacy systems that do not expose APIs, the vendor shall define appropriate integration strategies (e.g., middleware adapters or database connectors).
- **ZamPass:** The identity of users (citizens, residents, businesses, and public servants) shall be verified via ZamPass. The contractor must integrate using OIDC to Zampass implementing SSO (Single Sign-On) and e-KYC flows in coordination with ZamPass specifications.
- **ZamPay:** Payment-enabled services must integrate with ZamPay. The contractor will be responsible for initiating payment requests, capturing transaction statuses, and posting back results to the service workflow.

- **ZamSign:** For services that involve the issuance or submission of official documents, e-signatures shall be applied via ZamSign. The contractor must implement both user-side signature requests and back-office signature approvals, including timestamping, verification, and audit trail generation.
- **ZamNotify:** For messaging by email or SMS, the contractor will expand ZamNotify to utilize the government's own email infrastructure for sending email.
- **ZamGov:** Mobile application for citizens offering access to personal records such as digital drivers license, vehicles, properties, companies, as well as access to e-services, invoices and receipts.
- **NDR (National Data Registers):** All services must leverage available master data for validation and decision-making. Examples include querying the National Identity Register, Business Registry (PACRA), Land Ownership Register, Vehicle Registration, and Immigration Status. The contractor will define API calls, fallback strategies, and data caching policies. The contractor will also define new data registers that can be utilized by existing or future systems.

#### 7.4.5 Publishing on ZamPortal

All e-services must be made available through ZamPortal/eServices which is a service directory platform for government that lists all active services from ZIGS, the contractor will ensure full conformity to:

- **Portal branding and design guidelines**, including header/footer styles, icons, button positioning, and standard service passports.
- **Multilingual and mobile-first presentation** to ensure accessibility for citizens with limited digital literacy or access to high-end devices.
- **Life-scenario navigation**, where users access grouped services based on real-life needs (e.g., “Start a Business”, “Apply for a Land Title”, “Get a National ID”, etc.).
- **Dynamic filtering** by MDA, sector, user type (citizen, business), service type (transactional, informational, regulatory), and status (new, in progress, completed).

#### 7.4.6 Testing and Quality Assurance

The contractor shall establish and follow a comprehensive quality assurance strategy for each service. This includes:

- **Unit testing** at the module level
- **Integration testing** across workflows and external systems (APIs, registries, payment)
- **Performance testing** using synthetic load testing tools (minimum 100 concurrent sessions per service)
- **Security testing** aligned with OWASP Top 10 (SQLi, XSS, session fixation, CSRF, etc.)
- **User Acceptance Testing (UAT)** in collaboration with MDAs, with formal acceptance protocols

Defects must be recorded, prioritized, resolved, and retested according to severity levels defined in the QA plan. All test scripts, logs, and outcomes shall be documented.

### 7.4.7 Documentation and Knowledge Transfer

Each service must be accompanied by:

- **User Guides** (step-by-step instructions with screenshots or videos for citizens/business users)
- **Administrator Manuals** (role management, report generation, log interpretation)
- **Configuration Documentation** (fields, validations, process flows, API links)
- **Troubleshooting Guides** and Frequently Asked Questions (FAQs)
- **Developer Documentation** guides documenting integration processes with the proposed solutions as well as documentation of source code build and deployment processes.
- **Developer Training** the contractor shall be responsible for training at least 30 local software developers throughout the duration of the project on the use of the e-service framework enabling them to independently develop services.
- **Trainer-of-trainers (ToT)** workshops of each e-service system and component; providing recorded walkthroughs for future use by MDAs and SZI.

### 7.4.8 Go-Live, Support and Warranty

Each batch of completed services will be deployed to production following a **go-live readiness assessment** and deployment checklist. The contractor shall then:

- Provide **hypercare support** for at least **3 months**, including bug fixing, minor enhancements, and support to MDA staff.
- Implement a **ticketing system** (or integrate into SZI’s system) for issue reporting and resolution.
- Commit to a **12-month warranty period**, during which any defect in the service logic, workflow, or integration must be resolved within a defined SLA, at no additional cost to the client.

### 7.4.9 Development and Integration of the eOffice Digital Back-Office Suite

#### Integrated eOffice Back-Office Automation Suite

As part of this assignment, the Supplier shall design, customize, deliver, and integrate a comprehensive “eOffice” module within the ZamPortal and Government Service Bus (GSB) digital ecosystem. This module shall serve as a unified platform for government staff and public officials to manage internal and inter-agency correspondences, meetings, decisions, records, and operational tasks, while leveraging modern automation, AI-powered analytics, and robust information governance.

The eOffice shall provide full lifecycle management for **government correspondences**, covering internal communications, incoming submissions, and outgoing official responses. It shall include structured metadata capture (e.g., subject, classification level, priority, reference number), configurable correspondence templates, and a dynamic workflow engine for routing, reviewing, approving, and digitally signing content. Each correspondence item must be archived in the centralized ECM repository and must retain full audit logs, version history, and

access controls in compliance with GSB standards and national records management laws.

An advanced **email connector** must be included to enable the sending of registered correspondences directly via government institutional email infrastructure, while also capturing inbound emails (via IMAP/SMTP or Graph API) and registering them as official correspondences within the system. The connector must support the extraction and archiving of email metadata (sender, recipient, subject, message ID), body content, and attachments, ensuring that all communication threads can be preserved, classified, and integrated into business workflows. Emails and attachments must be processed using Optical Character Recognition (OCR) and indexed for full-text search and analytics.

The module shall provide a **meeting management component** that supports end-to-end meeting preparation and execution. This includes the scheduling of internal or inter-agency meetings, creation of structured agendas, management of invitees, and assignment of pre-meeting tasks and documentation. During meetings, the system must support real-time note-taking and tagging of action points. Following the meeting, the system must generate formal **Minutes of Meeting (MoMs)** and route them through a configurable approval workflow before final archival in the DMS. MoMs must include clear metadata (meeting title, date, participants, agenda items, decisions taken, actions assigned) and shall be linkable to related correspondences, documents, and tasks.

All content created or managed within the eOffice module—such as correspondences, documents, MoMs, emails, and tasks—shall be archived in a centralized, fully ECM-compliant repository with support for metadata classification, version control, document linking, security permissions, retention policies, and legal hold procedures. The underlying ECM platform shall enable intelligent search and secure access through the ZamPortal’s identity platform and audit trail mechanisms.

To support productivity and compliance, the eOffice shall include an embedded **workflow and task management engine** that enables users to assign, track, escalate, and delegate tasks. Tasks may originate from correspondences, meetings, or standalone processes and shall include due dates, SLA definitions, priority levels, and conditional routing. Tasks must be visualized through dashboards and escalated automatically in case of delays. All actions must be auditable, and task progress must be tracked and reportable at the user, department, and executive levels.

To support real-time oversight, the system shall include a **Business Activity Monitor (BAM)** with role-based dashboards visualizing pending items, bottlenecks, SLA breaches, and correspondence or task throughput by unit or process. Dashboards must provide actionable summaries and allow users to drill down into content items or cases.

A dedicated **Executive Portal** shall be included to offer senior officials 360-degree visibility over institutional workloads, decision backlogs, compliance alerts, and operational summaries. This portal shall present AI-enriched dashboards with role-relevant data and proactive recommendations.

The eOffice shall leverage **Cognitive Services and AI capabilities** to perform content summarization, correspondence classification (e.g., by urgency, topic, department), anomaly detection, task recommendation, and routing optimization. These services must be embedded into the correspondence viewer, BAM dashboards, executive portals, and task managers,

offering contextual nudges and insights to users and managers alike. AI outputs must be explainable and traceable, with feedback loops to refine accuracy over time.

A multilingual **AI-powered chatbot** shall be delivered with the eOffice to provide user support, assist with task execution, guide users to relevant services or actions, and answer content-based queries. The chatbot must be integrated into the platform and available through desktop and mobile interfaces, supporting at minimum English language.

The module must be **secure, scalable, modular**, and fully integrated with the core ZamPortal digital ecosystem. It shall leverage the existing components of the GSB platform, including identity (ZamPass), notifications (ZamNotify), payments (ZamPay where applicable), signature (ZamSign), and the document management infrastructure (ZamDocs). Integration must be realized using RESTful APIs and the microservices model prescribed in the platform architecture.

The Supplier shall be responsible for:

- Conducting detailed business process analysis and user requirement validation across all target MDAs.
- Customizing the eOffice module to accommodate inter-agency variations while maintaining architectural coherence.
- UI/UX prototyping and validation with internal users.
- Delivering pre-configured templates for correspondences, MoMs, and task workflows.
- Enabling administrator tools for form, menu, and workflow configuration.
- Providing training, documentation, and role-based onboarding plans.
- Integrating the module into existing SSO, PKI, and notification services.
- Enabling mobile and offline access to key workflows (e.g., meeting approval, correspondence signature).
- Ensuring the eOffice module complies with national data sovereignty, archiving, and information security standards.
- Integration with GSB components via REST APIs.
- Data migration of legacy correspondences and records (where applicable).
- Training, documentation, and go-live support.
- SLA-backed warranty and maintenance for a minimum of 12 months.

## **SECTION VIII - REQUIREMENTS OF THE INFORMATION SYSTEM**

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

# Technical Requirements

## Table of Contents: Technical Requirements

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## A. ACRONYMS USED IN THE TECHNICAL REQUIREMENTS

### 0.1 Acronym Table

**Note:** *Compile a table of organizational and technical acronyms used in the Requirements. This can be done, for example, by extending the following table.*

	Term	Explanation
	bps	bits per second
	cps	characters per second
	DBMS	Database Management System
	DOS	Disk Operating System
	dpi	dots per inch
	Ethernet	IEEE 802.3 Standard LAN protocol
	GB	Gigabyte

	Term	Explanation
	Hz	Hertz (cycles per second)
	IEEE	Institute of Electrical and Electronics Engineers
	ISO	International Standards Organization
	KB	Kilobyte
	kVA	Kilovolt ampere
	LAN	Local area network
	lpi	lines per inch
	lpm	lines per minute
	MB	Megabyte
	MTBF	Mean time between failures
	NIC	Network interface card
	NOS	Network operating system
	ODBC	Open Database Connectivity
	OLE	Object Linking and Embedding
	OS	Operating system
	PCL	Printer Command Language
	ppm	pages per minute
	PS	PostScript -- Adobe page description language
	RAID	Redundant array of inexpensive disks
	RAM	Random access memory
	RISC	Reduced instruction-set computer
	SCSI	Small Computer System Interface
	SNMP	Simple Network Management Protocol
	SQL	Structured Query Language
	TCP/IP	Transmission Control Protocol / Internet Protocol
	V	Volt
	WLAN	Wireless LAN
	DMS	Document Management System
	BPM	Business Process Management

## B. FUNCTIONAL, ARCHITECTURAL AND PERFORMANCE REQUIREMENTS

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

- 1.1 The Information System, and the vendor providing it, **MUST** demonstrate full compliance with all applicable laws, regulations, and standards of the Republic of Zambia. The key legal frameworks include, but are not limited to, the following:

#### 1.1.1.1 The Data Protection Act, No. 3 of 2021

This Act governs the collection, use, storage, and processing of personal data. It aims to protect individuals' right to privacy. The Information System **MUST** incorporate "Privacy by Design and by Default" principles and ensure the following:

- **Consent Management:** The system must have robust mechanisms to obtain, record, and manage explicit, freely given, and informed consent from data subjects before processing their personal data. It must also facilitate the withdrawal of consent.
- **Data Subject Rights:** The system must include functionalities to allow individuals to exercise their rights, including the right to access their data, rectify inaccuracies, request erasure (the "right to be forgotten"), and object to processing.
- **Data Security:** The system must implement appropriate technical and organizational measures to protect personal data against unauthorized access, loss, or destruction. This includes capabilities like encryption, access control, and regular security testing.
- **Data Minimization & Purpose Limitation:** The system's architecture must ensure that only the personal data necessary for a specified purpose is collected and processed, and not used for incompatible purposes.
- **Breach Notification:** The system must have logging and monitoring capabilities to detect data breaches and facilitate timely notification to the Data Protection Commissioner and affected data subjects as required by the Act.
- **Data Localization:** All personally identifiable information must be stored within Zambia, no data should be processed outside of Zambia.

#### 1.1.1.2 The Cyber Security and Cyber Crimes Act, No. 2 of 2021

This Act provides for the security of electronic systems and information, the prevention of cybercrime, and the protection of critical information infrastructure. The Information System **MUST**:

- **Implement Robust Security Measures:** Employ comprehensive security controls, including firewalls, intrusion detection/prevention systems, anti-malware, and secure configurations to protect against cyber threats.
- **Ensure Authentication and Access Control:** Utilize strong authentication mechanisms (e.g., multi-factor authentication) and role-based access control (RBAC) to ensure that users can only access information and functions appropriate for their roles.
- **Maintain Audit Trails:** The system must generate and securely store detailed, immutable logs of all system activities, particularly those related to data access, modification, and system administration, to support forensic investigations if needed.
- **Protect Data Integrity:** Ensure that data is protected from unauthorized modification or deletion, both in transit and at rest.

#### 1.1.1.3 The Electronic Communications and Transactions Act, No. 4 of 2021 (ECTA)

This Act facilitates electronic commerce and provides for the legal recognition of electronic records, signatures, and transactions. If the Information System handles transactions or official records, it **MUST**:

- **Support Legally Valid E-Signatures:** The system must be able to create, use, and verify electronic signatures in a manner that is secure and legally admissible.
- **Ensure Transaction Security:** All electronic transactions must be conducted over secure, encrypted channels to protect consumer and financial data.
- **Maintain Electronic Records:** The system must be capable of storing electronic records and communications securely, ensuring their integrity, authenticity, and accessibility for future reference as required by law.

#### 1.1.1.4 The Information and Communication Technology Association of Zambia (ICTAZ) Act, No. 7 of 2018

This Act regulates the ICT profession in Zambia. While this applies to the professionals rather than the system directly, the vendor **MUST**:

- **Guarantee Professional Standards:** Ensure that all personnel involved in the design, development, implementation, and maintenance of the Information System are appropriately qualified, registered, and in good standing with ICTAZ as required by the Act.

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

### 1.2.1 Process-Oriented Business Functionality

1.2.1.1 The system shall automate end-to-end business processes across multiple departments using configurable, dynamic workflows.

1.2.1.2 The system shall support tracking of applications and transactions as they move between actors via structured queues or “baskets.”

1.2.1.3 It shall include workload management with the ability to balance loads across users or roles, including alert generation in case of overload or bottlenecks.

1.2.1.4 The system shall allow requests to be paused, held, or merged, reflecting real-world process flexibility for administrative services.

### **1.2.2 User-Centric Operational Support**

1.2.2.1 The system shall support citizen, business, and official user roles for submission and processing of service requests through web and mobile interfaces.

1.2.2.2 It shall provide a multilingual, responsive UI/UX supporting multiple languages and English as default languages.

1.2.2.3 The system shall offer a unified user interface across all modules and services.

1.2.2.4 The user interface shall include search filters, personalized inboxes, and options to delegate or reassign tasks for continuity of operations.

### **1.2.3 Document and Content Management**

1.2.3.1 The system shall enable capturing incoming documents through both bulk ingestion (e.g., batch import) and on-demand/manual upload.

1.2.3.2 It shall support a wide range of formats including TIFF, JPEG, PDF, Word, Excel, and ZIP archives.

1.2.3.3 It shall allow structured classification using reusable filing templates and dynamic cabinet/folder structures.

1.2.3.4 Users shall be able to perform document actions such as view, edit metadata, check-in/out, annotate, send via email, and maintain version history.

1.2.3.5 The system shall enable secure storage with permissions and audit trails for each cabinet, folder, and document.

### **1.2.4 Records and Archive Management**

1.2.4.1 The platform shall support hybrid archiving (physical and electronic), including barcode tracking, shelf management, and disposition workflows.

1.2.4.2 It shall manage retention and disposal policies based on configurable lifecycle rules.

1.2.4.3 The system shall support linking electronic and physical records in unified retention and access policies.

1.2.4.4 It shall provide functionality for generating archive labels, transfer lists, disposal notices, and movement logs.

### **1.2.5 OCR and AI Enablement**

1.2.5.1 The system shall include Optical Character Recognition (OCR) capabilities for English, applicable on scanned documents or images.

1.2.5.2 It shall allow full-text indexing and search over OCR-extracted content to support intelligent document retrieval.

1.2.5.3 The platform shall be designed to support AI enablement, including data

extraction from unstructured content and classification using machine learning.  
1.2.5.4 AI capabilities should support use cases such as intelligent tagging, auto-routing of correspondences, and content summarization for workflows.

### **1.2.6 Workflow-Driven Case Management**

1.2.6.1 The system shall include an orchestration engine capable of managing sequential, parallel, or conditional workflow executions.  
1.2.6.2 Workflows shall support dynamic rules, custom scripts, and field-based logic for advanced routing and processing.  
1.2.6.3 Each workflow instance shall be visually tracked, showing process stages, actors, and timestamps.  
1.2.6.4 The system shall enforce SLAs through due dates, automated escalations, and trigger-based notifications.

### **1.2.7 Business Modeler Capabilities**

1.2.7.1 The solution shall include a graphical business process modeler with WYSIWYG form-building capabilities.  
1.2.7.2 Form fields shall support data types (text, date, number), formatting (e.g., currency), and layout customization.  
1.2.7.3 Field behavior such as mandatory status, read-only, and visibility shall be defined without code using built-in logic rules.  
1.2.7.4 Workflows shall support standard activity types including task assignment, email triggers, code activities, and external service calls.  
1.2.7.5 The modeler shall support multi-language captions and access control per activity or form element.

### **1.2.8 Analytics and Decision Support**

1.2.8.1 The system shall include integrated reporting and dashboard tools, with both standardized and user-defined reports.  
1.2.8.2 Key workflow metrics such as processing times, workload per actor, and delayed cases shall be available.  
1.2.8.3 Reports shall support export to PDF, Excel, CSV, and HTML formats.  
1.2.8.4 Decision-makers shall be able to visualize operational KPIs in real time.

### **1.2.9 Security and Identity-Aware Operations**

1.2.9.1 The system shall provide role-based access control across all modules, with fine-grained permission assignment.  
1.2.9.2 User accounts shall be linked to organizational hierarchies and be activated or deactivated without profile loss.  
1.2.9.3 Audit trails shall capture login, data access, workflow execution, and administrative changes.  
1.2.9.4 The system shall support Single Sign-On (SSO), encryption of sensitive data, and compliance with local identity frameworks.

### **1.2.10 Artificial Intelligence Functionalities**

#### **1.2.10.1 Locally hosted models**

All AI/LLM based functionalities MUST use locally hosted models. At no point must data be sent to servers outside of government control. The vendor MUST include requirements for hardware sufficient to run the AI model the vendor is proposing to use.

#### **1.2.10.2 Intelligent Document Classification**

The system MUST support automatic classification of scanned and uploaded documents using artificial intelligence techniques such as image recognition, layout analysis, or content inference. This classification should map to predefined filing plans, metadata models, or taxonomy structures, ensuring consistent record organization without manual tagging.

#### **1.2.10.3 AI-based Data Extraction**

The system MUST provide AI-powered automatic data extraction capabilities from scanned images and digital documents, supporting both structured and unstructured layouts. This includes recognition and extraction of fields such as names, dates, ID numbers, and references through pre-trained AI models or configurable templates.

#### **1.2.10.4 Zone-based OCR Templates**

The system MUST support zone-based OCR template definitions where AI applies field-level recognition on designated document zones (e.g., invoice number region, name field) across a document batch, ensuring accuracy and consistency.

#### **1.2.10.5 Auto-tagging and Indexing**

The solution MUST allow for AI-driven auto-indexing of documents based on content recognition, context clues, and keyword inference. This includes support for manual, assisted, and fully automated indexing modes.

#### **1.2.10.6 Batch Document Intelligence**

The system MUST provide intelligent batch document handling features such as automatic document separation (based on barcodes, page count, form recognition), intelligent merging, and duplicate detection powered by machine learning models.

#### **1.2.10.7 AI Readiness and Extensibility**

The platform MUST be designed with extensibility for advanced AI features such as predictive analytics, semantic search, sentiment classification, or conversational AI for document and process-related queries, either natively or through plug-in architecture.

### **1.2.11 – eOffice Functional Requirements**

The eOffice module shall deliver a comprehensive digital work environment that unifies correspondence management, document-centric workflows, meeting organization, email integration, task delegation, archiving, intelligent search, and executive-level visibility. It must be natively integrated with the ZamPortal ecosystem, fully compliant with ECM standards, and equipped with advanced automation and AI capabilities.

#### **1.2.11.1 Correspondence Management**

The system shall support the end-to-end lifecycle of correspondences (internal, incoming, and outgoing), including creation using standard templates, metadata capture (subject, sender, priority, classification, tags), and structured workflows. Users shall manage correspondences via role-based

inboxes with filters for draft, pending review, pending signature, sent, archived, or escalated items. Correspondences may include attachments, references to previous threads, and must support rich-text editing, multi-language content and digital signatures via ZamSign. Each correspondence must be fully versioned and auditable, with detailed logs of all user actions, time stamps, and approval sequences.

#### **1.2.11.2 Email Integration and Email-Based Capture**

The module shall include an email connector that supports sending registered correspondences via institutional email servers (SMTP/IMAP, Microsoft Graph API) and ingesting incoming emails into the eOffice workflow. Received emails shall be parsed to extract metadata (sender, subject, thread ID, timestamps) and attachments, which are automatically registered as correspondences or document records. The email connector must support threading, reply/forward tracking, and archiving of full conversation trails. All ingested content is classified according to pre-defined filing plans and stored in the underlying ECM repository with OCR-based indexing of attachments.

#### **1.2.11.3 Meeting Management and MoMs**

The eOffice module must support the complete meeting lifecycle including scheduling, agenda creation, attendance management, live note-taking, and MoM generation. Meetings can be linked to topics, correspondences, or attached documents and shall allow for multi-party collaboration. Pre-meeting packs and agendas shall be uploaded and distributed securely. During meetings, users can tag discussion points, assign action items, and capture resolutions. Post-meeting, the module must generate structured MoMs with integrated approval workflows. Finalized MoMs are digitally signed, archived in the ECM system, and linked to the meeting entity and related documents.

#### **1.2.11.4 Tasks, Approvals, and Workflow Automation**

The system shall provide dynamic task assignment capabilities for any object (correspondences, MoMs, documents). Tasks must include priority, due dates, dependencies, status tracking, and escalation logic. The workflow engine must support sequential, parallel, or conditional routing, and accommodate role- and user-based assignments. Visual dashboards must display assigned, completed, escalated, or overdue tasks. Workload balancing and re-delegation functions are essential, alongside alerts triggered by missed deadlines or bottlenecks. All tasks must be auditable and traceable through status logs and workflow diagrams.

#### **1.2.11.5 Document and Records Management**

All content in the eOffice (correspondences, MoMs, tasks, email attachments) shall be archived in a centralized ECM system. The solution must support metadata-driven classification, cabinet-based storage, reusable filing plan templates, and version control. Scanned content or imported documents must undergo OCR for searchability and automated tagging. Records management functions must include support for physical/digital hybrid files, retention policies, access restrictions, audit trails, legal holds, and scheduled disposal. All document actions (upload, download, edit, delete, share, approve) must be logged and reported.

#### **1.2.11.6 Search and Information Retrieval**

The system must support full-text and metadata-based search across all eOffice content. Users should search by keyword, subject, type, sender, department, reference number, or any indexed field. OCR content should be searchable. Saved search queries and advanced filters (e.g., date range, priority, classification) must be available. Results must display content summaries, status indicators, and relevance scoring. Search must allow content discovery across correspondences, MoMs, meetings, documents, and tasks, highlighting their relational context.

#### **1.2.11.7 Business Activity Monitor (BAM)**

A Business Activity Monitor shall be embedded to visualize operational KPIs. Dashboards must

provide real-time insights into the volume and age of open correspondences, pending approvals, overdue tasks, escalations, meeting outcomes, and document processing statuses. Users must be able to filter and analyze data by department, classification, content type, or timeframe. Managers should receive SLA breach warnings and statistical reports. The BAM must allow export of charts and metrics in common formats (CSV, PDF).

#### 1.2.11.8 Executive Portal

The Executive Portal shall provide role-based dashboards for senior decision-makers. These dashboards shall display summaries of actionable items, approvals awaiting signatures, risk indicators, high-priority tasks, and flagged anomalies. The portal must include visualizations of historical trends, content volume, departmental performance, and staff workload. Executives must receive AI-suggested actions and notifications tied to key content or deadlines, with direct links to drill down into correspondence, documents, or meetings.

#### 1.2.11.9 AI-Powered Automation and Cognitive Services

The system must incorporate AI services that provide summarization of long correspondences, classification of content by type, urgency, topic, and confidentiality, as well as semantic linking between related documents or cases. It must detect anomalies (e.g., unauthorized access, deadline breaches, policy conflicts) and recommend appropriate routing paths based on historical patterns and current workload. AI must also power proactive suggestions within dashboards and BAMs. An AI engine must provide confidence scores and allow human override and feedback training for improved accuracy.

#### 1.2.11.10 Conversational Assistant (Chatbot)

A built-in chatbot must support natural language processing to guide users in performing tasks, searching for records, or asking for help. It should understand commands such as “Find my pending approvals” or “List MoMs from last week.” It must be context-aware (user profile, permissions, current screen) and support task launching (e.g., create correspondence, start meeting) from the conversation. The chatbot should be extensible to multilingual interaction and accessible from desktop and mobile views.

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

#### 1.3.1 General Architectural Principles

1.3.1.1 The system shall be fully web-based and responsive, accessible from desktops, laptops, tablets, and smartphones using major browsers (Chrome, Firefox, Safari, Edge).

1.3.1.2 The platform shall follow an **N-tier architecture** separating concerns between presentation, application logic, business rules, and data layers.

1.3.1.3 The system shall support **microservices-based architecture** where applicable, promoting modularity, scalability, and independent deployment of services.

1.3.1.4 All modules must be **natively integrated**, ensuring seamless data and process interoperability without requiring third-party glue code or middleware.

1.3.1.5 The solution must include **centralized configuration management** to handle settings, parameters, and environment-specific properties across modules.

#### 1.3.2 Interoperability and Integration

- 1.3.2.1 The system must expose **RESTful APIs** and support **OpenAPI/Swagger** specifications to allow external systems to integrate with core functionalities.
- 1.3.2.2 It shall provide out-of-the-box connectors to **tier-one applications** (e.g., Microsoft Active Directory, SAP, IFMIS, GIS, payment gateways, digital signature platforms).
- 1.3.2.3 The architecture shall allow integration via **event-driven mechanisms** (e.g., message queues, webhooks) where real-time synchronization is required.
- 1.3.2.4 The solution shall provide **data import/export tools** to support batch interfaces in common formats (XML, JSON, CSV, Excel, PDF).

### 1.3.3 Database and Storage Architecture

- 1.3.3.1 The system shall support multiple DBMS platforms such as **MS SQL Server, PostgreSQL, Oracle**, and be DB-agnostic by design.
- 1.3.3.2 Data access shall follow a **layered abstraction** that decouples business logic from database specifics.
- 1.3.3.3 The platform shall support structured, semi-structured, and unstructured data models (e.g., documents, images, metadata, logs).
- 1.3.3.4 Storage architecture must support **hierarchical and metadata-based content classification**, optimized for large-scale document and archive handling.

### 1.3.4 Deployment Flexibility

- 1.3.4.1 The solution must be deployable on both **Windows and Linux** environments.
- 1.3.4.2 It shall support deployment on **on-premises data centers, virtualized infrastructures, or private cloud environments** using Docker/Kubernetes where applicable.
- 1.3.4.3 All components shall be scalable both **vertically and horizontally**, supporting dynamic user loads, high volume processing, and document growth.
- 1.3.4.4 The solution must support **multi-tenancy** or agency-specific partitioning for shared infrastructure with logical separation.

### 1.3.5 Multilingual and Multicultural Support

- 1.3.5.1 The system shall be **multilingual** at all levels of the interface, with extensibility for additional languages.
- 1.3.5.2 All user interfaces, forms, labels, error messages, and reports must support dynamic language switching.
- 1.3.5.3 Calendars must support multiple world recognized calendars.

### 1.3.6 Security Architecture

- 1.3.6.1 The system shall enforce **role-based access control (RBAC)**, supporting complex organizational hierarchies and granular object-level permissions.
- 1.3.6.2 It shall support **Single Sign-On (SSO)** using SAML 2.0, OAuth2, or Active Directory Federation Services (ADFS).
- 1.3.6.3 The system shall use **TLS encryption for data in transit** and **AES-256 or equivalent encryption for data at rest**.
- 1.3.6.4 Security logging shall include **audit trails, user activity logs, invalid access attempts, and escalation traces**, with centralized log management.

### 1.3.7 Resilience and High Availability

- 1.3.7.1 The system must support **load-balanced deployments** with failover clustering to ensure high availability and service continuity.
- 1.3.7.2 It shall have **automated backup and restore procedures**, with defined RPO (Recovery Point Objective) and RTO (Recovery Time Objective) targets.
- 1.3.7.3 Health checks, heartbeat monitoring, and watchdog processes must be available to detect failures and trigger auto-recovery.
- 1.3.7.4 Offline mode shall be available for selected modules, with **local caching and deferred synchronization**.

### 1.3.8 Administration and Configurability

- 1.3.8.1 The system shall include a **centralized administration console** for managing system parameters, user roles, menus, forms, and business rules.
- 1.3.8.2 Administrators shall be able to create custom forms, workflows, dashboards, and reports without coding using visual configuration tools.
- 1.3.8.3 The console shall include monitoring views for **process status, delayed tasks, system utilization**, and live error tracking.
- 1.3.8.4 Full configuration backup and environment export/import features must be available to support staging-to-production rollout.

### 1.3.9 AI and Automation Readiness

- 1.3.9.1 The system architecture must allow for the future integration of **AI services** such as intelligent classification, predictive routing, and chatbot interfaces.
- 1.3.9.2 AI-enablement shall support both **on-premise model inference** and **API-based integration with cloud AI providers** (e.g., Azure Cognitive Services, Google Vision).
- 1.3.9.3 Data collected by the platform must be structured and tagged to enable effective machine learning over time.
- 1.3.9.4 An AI governance mechanism should allow administrators to approve, override, or audit AI-based recommendations.

### 1.3.9 Document Management System Integration

- Integration with the ECM must provide native support for:
  - Versioning, retention scheduling, and record locking.
  - Advanced metadata templating.
  - Batch upload, drag-and-drop ingestion, and API-based content submission.
  - Full OCR pipeline with zone recognition and indexing.
  - Hybrid support for digital and physical archives.
- Supported formats include: PDF, Office (DOC, XLS, PPT), TIFF, PNG, JPEG, ZIP, XML, and MSG (email format).

### 1.3.10 Search and Audit Trail

- The system must maintain a secure, immutable **audit trail** of all user actions.

- Full-text search must leverage indexed metadata, OCR content, and AI-generated tags.
- All actions (read, edit, forward, delete, sign, approve) must be logged with timestamp, user ID, and object reference.

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

### 1.4.1 Administrative Control and Configuration

1.4.1.1 The solution shall provide a centralized **administration console** accessible via web interface to manage users, roles, permissions, parameters, system rules, and configurations.

1.4.1.2 Administrators shall be able to configure and manage **menu structures, metadata fields, form templates, workflow versions**, and UI components without code changes.

1.4.1.3 The system shall allow **definition of business rules and exceptions** at runtime, enabling rapid response to regulatory or organizational changes.

1.4.1.4 Parameter configurations must be **environment-specific**, allowing separate profiles for development, staging, and production.

1.4.1.5 The system shall include **system diagnostics tools** to monitor memory usage, server loads, and application health.

### 1.4.2 User and Identity Management

1.4.2.1 The system shall support comprehensive **user account management**, including activation, deactivation, suspension, and audit without reassigning roles.

1.4.2.2 It shall allow **role-based access control (RBAC)** with inheritance, custom roles, and per-module/function privilege definitions.

1.4.2.3 Integration with **Active Directory (LDAP), Azure AD**, or other federated identity providers must be supported.

1.4.2.4 Support for **delegation, impersonation**, and **access expiration policies** must be configurable per user or group.

### 1.4.3 Logging, Auditing, and Monitoring

1.4.3.1 The system shall maintain a centralized **audit trail**, logging all administrative activities, user logins, configuration changes, and data transactions.

1.4.3.2 Audit logs must include: user ID, timestamp, IP address, action type, affected records, and before/after states.

1.4.3.3 Audit logs must be **tamper-evident** and retained in accordance with the configured retention policies.

1.4.3.4 The system shall provide **real-time operational dashboards** for system health, active sessions, pending tasks, and failed operations.

1.4.3.5 Alerts shall be triggered for abnormal behaviors, failures, or resource thresholds.

#### 1.4.4 Backup, Restore, and Business Continuity

1.4.4.1 The solution shall include scheduled and on-demand **backup functionality**, covering all databases, files, configuration data, and logs.

1.4.4.2 Restore operations shall be fully tested and validated, and the system must support **partial restore** (e.g., for one module or department) as well as full disaster recovery.

1.4.4.3 The system shall comply with predefined **RTO and RPO targets**, as defined in the service-level agreement.

1.4.4.4 Backup files must be encrypted and stored in redundant locations or in alignment with national cloud/data sovereignty requirements.

#### 1.4.5 Configuration, Versioning, and Deployment Control

1.4.5.1 System configuration and metadata definitions shall be **version-controlled** and traceable.

1.4.5.2 The solution must allow **export/import of configurations** between environments for consistent deployment workflows.

1.4.5.3 It shall support **rollback functionality** for workflows, configurations, forms, and business rules.

1.4.5.4 Updates, patches, and deployments shall support **zero-downtime or hot-swap modes** to prevent service disruption.

#### 1.4.6 Multitenancy and Organizational Management

1.4.6.1 The solution shall support **multi-agency or multi-tenant logical separation** within a single platform instance.

1.4.6.2 It must allow each agency or tenant to define its own organizational structure, users, roles, filing plans, and processes.

1.4.6.3 Admins shall be restricted to their agency scope, unless granted global admin rights.

1.4.6.4 Common services (e.g., identity providers, logging, notifications) must be **shared securely across tenants**.

### 1.5 Performance Requirements of the Information System

#### 1.5.1 System Responsiveness and Throughput

1.5.1.1 The system shall ensure that 95% of all user interactions complete within 2 seconds under normal load.

1.5.1.2 Under peak load (3x average users), all operations must remain within 5-second thresholds.

1.5.1.3 The system shall support 5,000+ concurrent sessions without degradation.

1.5.1.4 Bulk operations shall handle a minimum of 10,000 items/hour.

#### 1.5.2 Scalability

1.5.2.1 Architecture shall support vertical/horizontal scaling.

1.5.2.2 All core components must be cluster-ready.

- 1.5.2.3 Must handle 30% year-on-year user and document growth.
- 1.5.2.4 Performance must remain stable up to specified growth limits.

### 1.5.3 Document Management Performance

- 1.5.3.1 Ingest 500,000+ documents/day.
- 1.5.3.2 Search across 20 million records must respond <2 sec.
- 1.5.3.3 Versioning ops must be sub-second.
- 1.5.3.4 OCR throughput must exceed 10 pages/sec

### 1.5.4 Workflow and Case Processing

- 1.5.4.1 Workflow transitions must occur in real-time (<1 sec).
- 1.5.4.2 System must run 10,000+ concurrent workflows.
- 1.5.4.3 Visual trackers must auto-refresh with live status.
- 1.5.4.4 SLA violations must trigger alerts within 1 minute.

### 1.5.5 Reporting and Analytics

- 1.5.5.1 Dashboards must load in under 3 seconds.
- 1.5.5.2 Exporting 100k+ record reports must take <15 seconds.
- 1.5.5.3 Audit trail searches must perform under 5 seconds.

### 1.5.6 Availability and Uptime

- 1.5.6.1 Maintain 99.9% annual availability.
- 1.5.6.2 Automatic failover and health monitoring are required.
- 1.5.6.3 Patches must support zero-downtime deployment.
- 1.5.6.4 Maintenance schedules must notify users in advance.

### 1.5.7 Offline and Edge Performance

- 1.5.7.1 Support offline tasks with 72-hour caching.
- 1.5.7.2 Sync must complete and confirm within 60 seconds of reconnection.
- 1.5.7.3 Conflict resolution logic must apply rules for authoritative data.

## 1.6 Cyber Security

### 1.6.1 Access Control and Identity Management

- 1.6.1.1 The system shall enforce **Role-Based Access Control (RBAC)** at all levels, including modules, forms, data fields, and workflows.
- 1.6.1.2 It must support integration with **external identity providers** including Active Directory (LDAP), Azure AD, SAML 2.0, and OAuth2.
- 1.6.1.3 The platform shall support **Multi-Factor Authentication (MFA)** including SMS, email OTP, authenticator apps, or biometric methods.
- 1.6.1.4 It must support **user impersonation** (with audit logging) for administrative troubleshooting, and **delegation** of access rights under controlled conditions.
- 1.6.1.5 The system shall enforce **password policies** including complexity, expiry, reuse prevention, and account lockout after failed login attempts.

### 1.6.2 Data Protection and Encryption

- 1.6.2.1 All **data in transit** must be encrypted using **TLS 1.2 or higher**, including web, API, and internal system communication.
- 1.6.2.2 All **data at rest** must be encrypted using **AES-256 or equivalent**, including databases, document storage, backups, and log files.
- 1.6.2.3 The platform shall support **field-level encryption** for sensitive fields such as personal identifiers, financial details, and authentication data.
- 1.6.2.4 Any downloaded or exported documents must include **digital watermarking, visible and invisible**, with user ID, IP address, and timestamp.
- 1.6.2.5 The system shall include **QR code validation and electronic stamping** to ensure authenticity and integrity of printed or shared outputs.

### 1.6.3 Logging, Auditing, and Forensic Readiness

- 1.6.3.1 The system must log all **security events**, including login attempts, access violations, permission changes, and administrative actions.
- 1.6.3.2 Logs shall include full context: timestamp, user ID, IP address, action, target object, before/after values, and success/failure indicators.
- 1.6.3.3 Audit logs must be **tamper-evident**, write-once, and retained for a minimum of **5 years**, or per national regulation.
- 1.6.3.4 The solution shall provide **audit trail dashboards** and export options for external audits or incident investigations.
- 1.6.3.5 Logs must be **segmented by agency** in multi-tenant deployments and accessible only to authorized administrators.

### 1.6.4 Secure Development and Hardening

- 1.6.4.1 The solution must be developed using **secure coding practices**, free from OWASP Top 10 vulnerabilities.
- 1.6.4.2 The system must pass **third-party security and penetration testing** as part of pre-deployment and periodic assessments.
- 1.6.4.3 The platform shall support **secure session management**, including idle timeout, session revalidation, and session expiry after logout.
- 1.6.4.4 All software components and libraries must be **maintained with security patching**, with vulnerability alerts and CVE tracking.
- 1.6.4.5 Configuration hardening must be applied at OS, database, application server, and platform level, following best practice benchmarks (e.g., CIS, NIST).

### 1.6.5 Threat Detection and Incident Management

- 1.6.5.1 The platform must include **intrusion detection and prevention (IDPS)** or support integration with external SIEM/IDPS systems.
- 1.6.5.2 System components must be **monitored for abnormal behavior**, such as brute-force attempts, unauthorized API calls, or access anomalies.
- 1.6.5.3 The system must trigger **real-time alerts** and log incidents for review by security administrators.
- 1.6.5.4 All detected threats or incidents must follow a documented **incident response workflow**, with escalation paths and resolution tracking.
- 1.6.5.5 The system shall provide an interface for **certifying system integrity** (e.g., hash validation, configuration snapshots).

## C. SERVICE SPECIFICATIONS – SUPPLY & INSTALL ITEMS

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

**2.1.1 The Supplier MUST perform the following analysis and design activities using a formal system analysis/development methodology. The following key activities and deliverables shall be included:**

#### 2.1.1.1 Detailed Analysis

- Preparation of a comprehensive **System Requirements Specification (SRS)** capturing all functional, non-functional, security, and interface requirements.
- Development of a detailed **System Design Document (SDD)** outlining architecture, components, data flow, and logic.
- Production of an **Interface Requirements Specification (IRS)** covering internal and external system interfaces.
- Definition of a **Software/System Test Plan** and **Software/System Test Descriptions** to validate the system’s compliance with specifications.

#### 2.1.1.2 Physical Design

- Delivery of a full **Software Design Description**, including application logic, class/component design, and configuration details.
- A complete **Database Design Document** with logical and physical schema, indexing strategy, relationships, and data dictionaries.
- Creation of an **Interface Design Document (IDD)** for web services, APIs, middleware, and any third-party integrations.

#### 2.1.1.3 Integrated System

- Provision of a finalized **User Manual** and **Operations Manual** covering end-user and technical procedures.
- Handover of **Source Code** with version control history and build instructions.
- Submission of all **CASE Files**, templates, design models, and reusable artifacts used throughout the project lifecycle.

### 2.2 Software Customization / Development

**2.2.1 The Supplier MUST perform software customization and/or development using a formal software engineering methodology.**

#### 2.2.1.1 The methodology and tools used MUST include:

- An adaptive methodology such as **Agile/Scrum**, or hybrid approaches tailored to iterative development and prototyping.
- Development platforms based on **open standards and technologies** such as Java EE, .NET Core, RESTful APIs, XML, JSON, and GraphQL.

- Use of **Low-Code/No-Code frameworks** (where applicable) to accelerate configuration, particularly for form and workflow customization.
- Incorporation of **CASE Tools** for modeling (e.g., BPMN 2.0, UML), code generation, and testing automation.

## 2.3 System Integration

### 2.3.1 The Supplier **MUST** provide integration services to connect the system to the following existing national platforms and third-party services:

- **ZamConnect (National Enterprise Service Bus)** for secure data exchange and real-time interoperability with government systems.
- **ZamSign** (Digital Signature Platform), **ZamPass** (Digital ID), and **ZamPay** (Government Payment Gateway) for transaction processing and authentication.
- External systems including **IFMIS, NIR, PACRA, RTSA, and GIS Registries**.
- Integration shall support **data-level and service-level interoperability**, using industry-standard protocols (e.g., REST, SOAP, JMS), and must ensure **data integrity, real-time syncing, and centralized error handling**.

## 2.4 Training and Training Materials

### 2.4.1 The Supplier **MUST** deliver a full training program tailored to the following stakeholder groups:

#### 2.4.1.1 User Training

- Curriculum to include system navigation, form submission, document handling, and dashboard usage.
- Delivery through instructor-led training, hands-on exercises, and e-learning modules.
- Provision of **printed and digital user guides** in English and optionally in local languages.
- Onsite training sessions to be conducted in client-provided training rooms or via virtual conferencing.

#### 2.4.1.2 Technical Training

- Courses covering system architecture, configuration management, form/workflow design, and administrative tools.
- Hands-on labs for backup/restore, auditing, user/role configuration, and API usage.
- Certification-based training paths (e.g., System Administrator, Workflow Designer) with formal evaluations.

#### 2.4.1.3 Management Training

- Workshops to familiarize senior staff with system monitoring, performance dashboards, policy enforcement, and system governance.
- Focus on **strategic IT management, reporting and analytics interpretation, and compliance alignment**.

- Delivery through seminars, use-case simulations, and guided walkthroughs.

## 2.5 Data Conversion and Migration

### 2.5.1 The Supplier **MUST** plan, execute, and validate all data migration tasks required to transition from legacy systems to the new platform.

- Assessment of **volume, format, and quality** of legacy data to be migrated.
- Development of **ETL (Extract, Transform, Load)** scripts and reusable mapping templates.
- Validation procedures including **data reconciliation, completeness checks, and sample audits** before go-live.
- Support for migration of structured (database), semi-structured (XML, CSV), and unstructured (scanned documents, PDFs) data.
- A **rollback and contingency plan** must be in place for each data load phase.

## 2.6 Documentation Requirements

### 2.6.1 The Supplier **MUST** prepare and submit the following documentation throughout the project lifecycle:

#### 2.6.1.1 End-User Documentation

- Quick Start Guides, Full User Manuals, and FAQ sheets for all key user roles.
- Provided in **digital and printable formats**, written in clear, non-technical language.
- Managed through a **version-controlled documentation portal** with multilingual support.
- Each document must undergo **user-level validation and acceptance testing**.

#### 2.6.1.2 Technical Documentation

- Full architecture blueprints, API specifications, deployment guides, configuration manuals, and admin handbooks.
- Documents must be delivered in editable format (e.g., Word, Markdown) and final PDFs.
- Maintained under **document control procedures** including review cycles, approval logs, and update tracking.
- All code comments and inline documentation must align with delivered documentation.

## 2.7 Requirements of the Supplier’s Technical Team

### 2.7.1 The Supplier **MUST** assign qualified personnel for each critical role during system implementation.

#### 2.7.1.1 Project Team Leader

- Minimum: Bachelor’s degree in IT or Engineering, PMP or Prince2 Certification.
- At least **10 years of experience** in managing enterprise-scale digital transformation projects in the public sector.

**2.7.1.2 e-Government Domain Expert**

- Postgraduate degree in Public Administration, MIS, or related field.
- Proven experience in **process reengineering** and **citizen service digitization**.

**2.7.1.3 System Analyst**

- Bachelor’s in Computer Science or equivalent.
- 5+ years of business and systems analysis using BPMN/UML in government projects.

**2.7.1.4 Database Expert**

- Bachelor’s in Computer Engineering or IT.
- Certification in MS SQL, Oracle, or PostgreSQL.
- 7+ years in database design, replication, clustering, and performance tuning.

**2.7.1.5 Programming Expert**

- Degree in Software Engineering or equivalent.
- Mastery of Java/.NET/Angular or relevant stacks; experience with Low-Code platforms is a plus.
- Minimum 5 years of coding and code-review responsibility.

**2.7.1.6 System Administration / Security Expert**

- Certified in Linux/Windows server management and information security (e.g., CISSP, CISA).
- Minimum 5 years in infrastructure hardening and identity federation.

**2.7.1.7 Computer Hardware Expert**

- Diploma or Degree in Electronics/Hardware Engineering.
- Experience in installing and maintaining enterprise-grade servers, SAN, and network appliances.

**2.7.1.8 Network and Communications Expert**

- Certified in CCNA/CCNP or equivalent.
- Demonstrated success in deploying secure, redundant LAN/WAN topologies.

**2.7.1.9 Training Expert**

- Certified Instructional Designer or professional trainer.
- 5+ years in IT capacity building, curriculum design, and hands-on training delivery.

**2.7.1.10 Documentation Specialist**

- Background in technical writing or communication.
- Experience in ISO-standard documentation, graphic-enhanced guides, and multilingual publications.

## **D. TECHNOLOGY SPECIFICATIONS – SUPPLY & INSTALL ITEMS**

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### **3.0 General Technical Requirements**

#### **3.0.1 Language Support**

The Information System, including all interfaces, forms, reports, administrative consoles, and documentation, must support **Multilanguages and English** as default language. All software components must fully comply with **Unicode UTF-8 encoding standards** and implement language-aware features such as proper sorting, text direction, and date formatting as per **locale-specific rules**.

#### **3.0.2 Platform Compatibility**

All proposed software must be fully compatible with deployment on **industry-standard server environments** running either **Linux** or **Windows Server** operating systems. The solution must support both **on-premises** and **private cloud deployments** using virtualized environments (e.g., VMware, Hyper-V) or containerized platforms (e.g., Docker, Kubernetes).

#### **3.0.3 Browser and Device Support**

The solution must be accessible through a **responsive web interface** compatible with major modern browsers including **Google Chrome, Microsoft Edge, Mozilla Firefox, and Safari**. The application must function on desktops, laptops, and mobile devices (iOS and Android) without requiring proprietary plugins.

#### **3.0.4 System Availability and Load Performance**

The system must be designed for **high availability**, supporting clustered deployments, load balancing, and horizontal scalability. The platform should sustain a minimum of **5,000 concurrent users**, with average response times not exceeding **2 seconds** for transactional operations under normal load conditions.

#### **3.0.5 Localization and Time Support**

The platform must support **region-specific settings** such as:

- **Multi calendar support**
- **Local date/time formatting**
- **Local currency display, Multi currency reporting**
- **Timezone awareness** for workflow tracking and audit trails

#### **3.0.6 Security and Access Control**

The platform must include a **role-based access control (RBAC) system**, support **Single Sign-On (SSO)** integration (e.g., with Active Directory or Azure AD), and enforce **encryption of sensitive data at rest and in transit**. Full details of security architecture are provided in Section 1.6.

#### **3.0.7 Modularity and Extensibility**

The software must be designed using a **modular architecture**, where core services such as workflow, forms, document management, and user management are integrated but separable

for future updates or extensions. APIs must be provided for integration with third-party or legacy systems.

### 3.0.8 Administration and Monitoring

An advanced **administration console** must be included for managing users, roles, permissions, configurations, and system parameters. The platform should also offer:

- Real-time health dashboards
- Audit trail logs
- Notifications for system errors or SLA violations

### 3.0.9 Standards and Compliance

All components must comply with international standards for:

- **Data interoperability** (e.g., XML, JSON, REST)
- **Process modeling** (e.g., BPMN 2.0)
- **Accessibility** (e.g., WCAG 2.1 Level AA where applicable)
- **Information security** (e.g., ISO/IEC 27001 alignment)

## 3.1 Hardware Specifications

*Note: The vendor **is not** responsible for the physical supply of all compute, storage and network hardware required for the implementation of the project.*

## 3.2 Software Hosting Compatibility

**3.2.1** The proposed software must be deployable on both **Windows Server** and **Linux** environments (e.g., Red Hat, Ubuntu, CentOS).

**3.2.2** It must support deployment on **virtualized infrastructure** (e.g., VMware, Hyper-V) and **container-based platforms** (e.g., Docker, Kubernetes).

**3.2.3** The system must support **distributed architecture** for scalability (e.g., database, application server, file storage separation).

**3.2.4** Fault tolerance must be supported via **clustering, replication, and automatic failover mechanisms** for key services.

**3.2.5** The vendor must provide detailed **deployment architecture diagrams** and **system requirement documents** for implementation.

## 3.3 Ancillary Hardware Specifications

*Note: Software vendors may be responsible for integrating with or supporting ancillary hardware but not for physically supplying it.*

### 3.3.1 Scanners and Input Devices

**3.3.1.1** The system must integrate with commonly used **TWAIN or WIA-compliant scanners** for document ingestion.

3.3.1.2 It must support **batch scanning, barcode recognition, and document classification** workflows.

### 3.3.2 Printers and Output Devices

3.3.2.1 All print outputs (e.g., certificates, receipts, official letters) must be generated in **PDF or standard print-ready formats**, compatible with networked or desktop printers.

### 3.3.3 Power Conditioning and Racks

Not applicable – responsibility of the client or infrastructure provider.

### 3.4.1 System Software

3.4.1.1 The vendor must ensure compatibility with common enterprise OS platforms including **Windows Server 2019/2022** and **Linux (RHEL/Ubuntu)**.

3.4.1.2 All necessary **system utilities, scripts, service daemons, and startup processes** must be provided with appropriate documentation.

### 3.4.2 Networking and Communication Software

3.4.2.1 The solution must include or integrate with **email servers, SMS gateways, and notification engines** using SMTP, SMPP, and Webhooks.

3.4.2.2 The vendor must configure **service authentication and message queues**, where applicable (e.g., RabbitMQ, Kafka, Redis).

### 3.4.3 General-Purpose Software

3.4.3.1 All user documentation, training materials, and admin consoles must be compatible with common desktop productivity tools such as **MS Office, PDF viewers, and web browsers**.

### 3.4.4 Database Software and Development Tools

3.4.4.1 The solution must support multiple RDBMS backends (e.g., **PostgreSQL, MS SQL Server, Oracle**).

3.4.4.2 Admin tools for **data access, backup, and performance tuning** must be included.

3.4.4.3 For extensibility, the vendor shall deliver any applicable **form designers, workflow editors, or low-code configuration tools**.

### 3.4.5 Business Application Software

3.4.5.1 The vendor must provide a suite of integrated business applications including:

- Workflow management
- Form builder
- Document/content management
- Records archiving
- User management
- Reporting and dashboard

3.4.5.2 All applications must be **fully web-based**, support **SSO**, and expose **configurable settings** to client administrators.

### 3.4 Connectivity and Protocol Support

**3.4.1** The system must communicate securely over standard internet protocols (HTTPS/TLS, SFTP, SMTP, SNMP, etc.).

**3.4.2** All integrations must use **standards-based APIs** (e.g., REST, SOAP) and support **JSON/XML** message formats.

**3.4.3** Support must be provided for **integration with National Service Bus platforms** (e.g., ZamConnect) for cross-agency data exchange.

**3.4.4** Web-based components must operate efficiently in environments with variable bandwidth (minimum 1 Mbps per user).

**3.4.5** All communication between distributed components must be **encrypted** and must not rely on proprietary tunneling protocols.

### 3.5 Consumables

Not applicable – software vendors are not expected to supply physical consumables such as toner, ink, or paper.

### 3.6 Other Non-IT Goods

Not applicable – items such as desks, photocopiers, mechanical datacenter components, HVAC systems, etc., fall outside the scope of the software supplier.

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

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### **4.1 Inspections**

#### **4.1.1 Factory Inspections**

No factory inspections are required unless third-party hardware or appliances are bundled by the Purchaser under a separate contract.

#### **4.1.2 Inspections Following Delivery**

The Purchaser (or its designated technical representative) shall conduct inspection and validation of the delivered software modules, licenses, system architecture, configuration packages, documentation, and activation keys. The inspection will include:

- Verification of all licensed software modules as per the Contract.
- Cross-checking versions, release numbers, and patch levels.
- Functional verification that the administrative console, workflow engine, DMS, and portal modules are deployed and accessible in the target environment.
- Review of source code (if part of delivery) for proper organization and completeness.

### **4.2 Pre-Commissioning Tests**

#### **4.2.0 Scope**

Prior to issuing the Installation Certificate(s), the Supplier must, with the support of the Purchaser, perform comprehensive pre-commissioning tests on each component and subsystem to ensure correct deployment, configuration, and integration of the solution. These tests are in addition to any internal QA or setup validation performed by the Supplier.

#### **4.2.1 Subsystem 1: Workflow Engine**

- **Tests:**
  - Creation, execution, and completion of at least two representative workflows with multi-step routing.
  - Triggering of workflow activities: sequential, parallel, conditional, and SLA-bound actions.
  - Monitoring transitions, escalations, and due-date behaviors.
- **Success Criteria:**
  - 100% execution success without error.
  - Accurate task routing and escalation based on conditions.
  - Workflow tracking diagram accurately reflects status.

#### **4.2.2 Subsystem 2: Business Modeler**

- **Tests:**
  - Design and deployment of a workflow using drag-and-drop tools.

- Configuration of conditional logic, form rules, and validation without coding.
- Simulation of multilingual form captions and layout design.
- **Success Criteria:**
  - Successful deployment and execution of modeled workflow.
  - Rule-based visibility and validation enforced at runtime.
  - Forms render correctly in English.

#### 4.2.3 Subsystem 3: Document and Records Management

- **Tests:**
  - Upload and classification of various file types (PDF, Word, JPEG).
  - Creation of filing plans and metadata tagging.
  - Execution of version control, check-in/check-out, and search operations.
- **Success Criteria:**
  - Document operations execute without errors.
  - Metadata fields are searchable and filterable.
  - Records comply with retention and access policies.

#### 4.2.4 Subsystem 4: Administration Console

- **Tests:**
  - Creation of user roles, groups, and profile assignments.
  - Menu and form configuration using the admin panel.
  - Monitoring of active sessions and audit trails.
- **Success Criteria:**
  - Admin actions are reflected immediately in the system.
  - Audit logs capture all modifications with timestamps.
  - No unauthorized access or permission errors.

#### 4.2.5 Subsystem 5: Client Portal

- **Tests:**
  - Submission of test applications and follow-up by mock citizens or business users.
  - Access to inbox, task completion, and history view.
  - Portal responsiveness and mobile compatibility.
- **Success Criteria:**
  - Portals render properly on major browsers and mobile.
  - Assigned tasks flow correctly through the process.

- Forms and notifications behave as configured.

#### **4.2.6 Subsystem 6: Security Layer**

- **Tests:**
  - Role-based access validation across system modules.
  - Single Sign-On authentication and multi-factor login (if enabled).
  - Encryption validation on data in transit and at rest.
- **Success Criteria:**
  - Unauthorized access attempts are blocked.
  - User credentials and sessions behave securely.
  - Logs track security-relevant events accurately.

#### **4.2.7 Subsystem 7: Monitoring and Analytics**

- **Tests:**
  - Real-time dashboard display of key metrics (e.g., task loads, performance).
  - Scheduled and ad hoc report generation (PDF/Excel).
  - SLA violation alerts and dashboard indicators.
- **Success Criteria:**
  - Dashboards refresh with live data.
  - Reports are accurate, downloadable, and filtered.
  - Alerts trigger based on defined business thresholds.

#### **4.2.8 Entire System: End-to-End Scenario Validation**

- **Tests:**
  - Simulation of a real-life multi-agency transaction (e.g., citizen applies, MDA processes, approval, output issuance).
  - Simultaneous login and use by at least 50 test users.
  - Performance monitoring during peak load.
- **Success Criteria:**
  - All subsystems perform without functional error.
  - 95%+ transaction completion within expected response time (<2s).
  - No critical-level errors logged.

### **4.3 Operational Acceptance Tests**

#### **4.3.0 Scope**

Operational Acceptance Testing (OAT) shall be conducted by the Purchaser with the support of the Supplier to confirm that the fully deployed system meets the functional, performance, and availability requirements under real-world or simulated production conditions.

#### 4.3.1 Module-Based Functional Testing

Each system component shall undergo real-use testing by its designated user group.

- **Workflow Engine:** Execution of actual business processes under live data loads.
- **Business Modeler:** Modification and redeployment of workflows by admin users.
- **DMS/RMS:** Daily document operations (upload, search, archive) under usage pressure.
- **Portal:** Live citizen/staff interaction with task submissions and follow-ups.
- **Analytics:** Generation of reports by department heads and analysis of workflow KPIs.

##### Success Criteria:

- At least 2 weeks of uninterrupted, error-free system operations.
- No unresolved high-priority issues in ticket log.
- User sign-off from three core roles (admin, processor, manager) per module.

#### 4.3.2 Cross-System Integration Testing

Tested connections to third-party systems such as:

- ZamPass
- ZamPay
- ZamConnect ESB

##### Success Criteria:

- APIs return valid, timely responses.
- Logs reflect consistent handshake and data transfer.
- At least two-way sync or event-based interaction occurs without loss.

#### 4.3.3 Final Acceptance

- **Duration:** 15 continuous business days of monitored live operations.
- **Evaluation:** End-user survey, performance tracking, incident report reviews.
- **Criteria:**
  - $\geq 98\%$  uptime
  - $< 1\%$  functional error rate
  - Resolution of all priority-1/2 issues within SLA
  - Confirmation from at least 3 stakeholder departments on system readiness

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## F. SERVICE SPECIFICATIONS – RECURRENT COST ITEMS

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### 5.1 Warranty Defect Repair

**5.1.1 The Supplier MUST provide the following services under the Contract during the agreed warranty period.**

#### 5.1.1.1 Warranty Defect Repair Service

The Supplier shall provide **comprehensive warranty support** for a minimum period of **twelve (12) months** starting from the date of successful **Operational Acceptance**. The scope of warranty support includes:

- **Correction of software defects**, security vulnerabilities, and logical inconsistencies identified in the deployed system.
- **Response time:**
  - **Critical incidents** (system down, security breach): response within **2 hours**, resolution or workaround within **8 hours**.
  - **High-severity incidents** (major features failing): response within **4 hours**, resolution within **24 hours**.
  - **Medium/low-severity incidents**: response within **1 business day**, resolution within **5 business days**.
- **Modes of service:** All support services shall be provided via a **remote ticketing system**, email, and phone hotline. Onsite visits shall be arranged by exception, if remote resolution is not possible.
- The Supplier shall apply **version updates**, **security patches**, and configuration corrections without additional cost during the warranty period.

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### 5.2 Technical Support

**5.2.1 The Supplier MUST provide technical support services under the main Contract or, optionally, under renewable post-warranty support agreements.**

#### 5.2.1.1 User Support / Hotline

- A **Help Desk / Support Center** must be provided for all system users.
- Service must be available on **business days (Monday to Friday, 08:00 to 17:00 local time)**, with optional after-hours escalation for critical issues.
- Support channels must include **email**, **telephone hotline**, and a **web-based support portal** with ticket tracking and SLA dashboards.

#### 5.2.1.2 Technical Assistance

- The Supplier shall make available skilled technical personnel to assist with:
  - **Troubleshooting and issue resolution.**
  - **Configuration adjustments and system tuning.**

- **Minor functional enhancements**, e.g., form changes, report refinements, workflow updates.
- Technical support response levels must meet or exceed those defined under 5.1.1.1.
- This assistance is expected to be delivered **remotely**, unless onsite presence is explicitly requested and approved by the Purchaser.

#### **5.2.1.3 Post-Warranty Maintenance Services**

- The Supplier shall offer renewable **Annual Maintenance Contracts (AMCs)** after the expiration of the initial warranty.
- Coverage includes:
  - **Preventive maintenance**, performance optimization, and routine security audits.
  - **Corrective maintenance**, including bug fixes and issue resolution.
  - **Adaptive maintenance**, supporting small updates required due to regulatory or policy changes.
- Service levels shall mirror those in the warranty period, with negotiated SLA enhancements as needed.

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### **5.3 Requirements of the Supplier’s Technical Support Team**

#### **5.3.1 The Supplier MUST maintain an active technical support team post-Operational Acceptance to support all recurrent activities, enhancement requests, and change management tasks.**

The team shall include the following roles with the minimum qualifications:

##### **5.3.1.1 System Analyst**

- **Education:** Bachelor’s degree in Information Systems, Engineering, or equivalent.
- **Experience:** At least **5 years** in public sector or enterprise systems analysis.
- **Competencies:** Proven ability to translate business requirements into functional configurations and workflows using BPMN/UML.

##### **5.3.1.2 Database Expert**

- **Education:** Bachelor’s in Computer Science or equivalent.
- **Certifications:** MS SQL Server, PostgreSQL, or Oracle DBA certification preferred.
- **Experience:** Minimum **7 years** in database performance tuning, replication, and backup/recovery strategies.

##### **5.3.1.3 Programming Expert**

- **Education:** Bachelor’s in Software Engineering or related field.
- **Experience:** Minimum **5 years** in Java/.NET environments with exposure to API development, low-code platforms, and secure code practices.
- **Competencies:** Capable of performing minor enhancements, integrations, and debugging in complex enterprise applications.

**5.3.1.4 Workflow and Form Designer**

- **Experience:** 3+ years in low-code form builder and workflow modeling environments.
- **Competencies:** Capable of modifying, testing, and deploying workflows without developer support.

**5.3.1.5 Reporting and Analytics Specialist**

- **Experience:** 5+ years working with BI tools (e.g., Power BI, JasperReports).
- **Competencies:** Capable of modifying dashboards, creating KPIs, and supporting decision-makers.

**5.3.1.6 Security and System Administrator**

- **Certifications:** Security+, CISSP, or equivalent is preferred.
- **Responsibilities:** Maintain SSO, access control policies, audit logging configurations, and patch management.

**Note:** The quantity and duration of technical support team members shall be determined in the **System Inventory Tables for Recurrent Cost Items**, and may be priced separately or included within a broader maintenance contract.

## Project Governance and Delivery Methodology

The successful implementation of the ZamPortal e-Services Expansion Project requires a structured, transparent, and collaborative delivery model that facilitates alignment between the vendor, Smart Zambia Institute (SZI), and all participating Ministries, Departments, and Agencies (MDAs). The selected vendor is expected to apply a **proven project management methodology**, customized to the realities of Zambia’s institutional environment and digital transformation goals.

This section outlines the expected governance structure, delivery methodology, coordination mechanisms, quality assurance protocols, and change management strategies to be applied throughout the contract lifecycle.

### 8.1 Delivery Model and Project Phases

The vendor shall adopt a **hybrid delivery model**, combining elements of **Agile methodology** (for iterative development, prototyping, and user feedback) with **Waterfall elements** (for fixed milestone control, documentation, and formal sign-off at key stages).

The project shall be delivered in the following key phases:

1. **Inception and Mobilization (Month 0–1)**
  - Contract finalization and team onboarding
  - Establishment of governance structures and reporting formats
  - Kick-off workshop with SZI and all key stakeholders
2. **Business Process Analysis and Design (Month 1–4)**
  - Stakeholder mapping
  - Finalization of service list, sequencing strategy, and initial deliverables
  - Process discovery workshops per MDA
  - Development of “As-Is” and “To-Be” BPMN diagrams
  - Finalization of service requirements and validation with MDAs
3. **Service Configuration and Development (Month 2–15)**
  - Development of services in waves/batches based on prioritization
  - Form design, workflow configuration, integration setup
  - Internal testing and refinement
4. **User Acceptance Testing and Go-Live (Month 4–17)**
  - UAT sessions for each batch with respective MDA teams
  - Issue resolution, retesting, and user sign-off
  - Go-live scheduling and monitoring
5. **Post-Go-Live Support and Warranty (Month 16–18)**
  - Hypercare period with real-time resolution of issues
  - Training refreshers and documentation handover
  - Final reporting and closeout

Each phase will be guided by **work packages** defined in the vendor’s Project Management Plan (PMP), including deliverables, responsibilities, timelines, and quality criteria.

## 8.2 Governance Structure

The project shall be managed through a **multi-tier governance model** to ensure oversight, collaboration, and issue resolution.

### 1. Project Technical Committee (PTC)

- Chaired by SZI
- Includes senior representatives from MoFNP, selected MDAs, and the vendor’s executive sponsor
- Meets monthly or bi-monthly to review progress, resolve escalated issues, and provide strategic direction

### 2. Project Implementation Unit (PIU)

- Coordinated by SZI’s e-Government Division
- Responsible for day-to-day monitoring, reporting, stakeholder coordination, and verification of deliverables
- Serves as the primary point of contact for the vendor project manager

### 3. Vendor Project Team

- Must include a dedicated, full-time project manager based in Lusaka
- Daily coordination with PIU
- Responsible for planning, execution, resource management, and risk mitigation

### 4. MDA Liaison Officers

- Appointed by each participating MDA
- Responsible for providing business input, participating in process validation, and managing internal approvals
- Serve as UAT focal points for their respective organizations

All communication protocols, meeting schedules, document templates, and escalation paths must be formalized during project mobilization.

## 8.3 Communication and Reporting

The vendor shall maintain transparent and timely communication with SZI and all stakeholders. The following communication artefacts are mandatory:

- **Weekly Progress Reports:** Tasks completed, issues, next steps
- **Monthly Performance Dashboards:** Status of deliverables, service development, integration readiness
- **Quarterly Management Presentations:** Summary of achievements, risks, and planned work
- **Change Request Log:** Documenting scope, timeline, or resource changes
- **Issue and Risk Registers:** Including mitigation and resolution actions

Project documents must be stored in a **central document repository**, accessible by SZI and authorized users.

## 8.4 Agile Sprint Planning and Release Cycles

The vendor shall adopt a **bi-weekly sprint cycle** for service development activities. Each sprint must include:

- Sprint planning session (with SZI and PIU)
- Sprint backlog (user stories, tasks, estimates)
- Sprint review/demo (walkthrough of configured services)
- Sprint retrospective (lessons learned, team feedback)

Each service batch (group of services released together) will follow the format:

- Sprint 1: Discovery and Design
- Sprint 2–3: Configuration and Testing
- Sprint 4: UAT and Go-Live Readiness

Sprint artefacts (burn-down charts, backlog tracking, issue boards) must be shared with SZI.

## 8.5 Deliverable Validation and Approval

Each deliverable must go through a formal validation and sign-off process, defined as follows:

Deliverable Type	Reviewed By	Sign-Off Required From
BPMN Process Flows	MDA, SZI BA	SZI CTO
Configured Service	PMU, Test Lead	SZI CTO
Integration Components	SZI Tech Team	SZI CTO/Architect
Documentation	SZI PMU	SZI CTO
Training Delivery	SZI Training Coordinator	SZI CTO

Signed acceptance forms must be submitted for milestone invoicing.

## 8.6 Change Control and Issue Resolution

Changes to scope, functionality, or timelines must follow a **formal Change Control Procedure**:

- Change Request Form submitted to SZI
- Impact analysis (scope, time, cost)
- Approval by PIU and PSC
- Updated project plan and contract amendment (if required)

Issues are logged in an **Issue Register** with status, responsible party, priority, and resolution timelines. Critical issues must be escalated to the PSC within 48 hours if not resolved.

## 8.7 Risk Management

The vendor must maintain a **live Risk Register**, reviewed weekly. Each risk must include:

- Description and category (technical, operational, institutional, external)
- Probability and impact rating
- Assigned mitigation actions and owners
- Contingency plans for high-impact risks

Sample risks include:

- MDA delays in validation
- Incomplete legacy system documentation
- Network or infrastructure limitations
- Stakeholder turnover
- Resistance to new processes

## 8.8 Quality Management

A Quality Management Plan (QMP) must be submitted within 30 days of contract signature. It should include:

- QA processes per deliverable type
- Roles and responsibilities in QA
- Documentation standards
- Review and approval workflows
- Metrics (e.g., service readiness %, test pass rates, defect density)
- Audit procedures and checklists

The vendor will be subject to periodic quality audits by SZI or third-party evaluators appointed by the Government.

## **Implementation Schedule**

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### A. IMPLEMENTATION SCHEDULE TABLE

Line Item N°	Description of Deliverables	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery Date (as per Incoterms)		
					Earliest Delivery Date	Latest Delivery Date	
2.	E-Services Systems (MDAs) (To be delivered quarterly blocks of 10 services)	12 systems (one per MDA including local authorities)	N/A	SMART Zambia Institute	4 Months	24 Months	
3.	Upgraded Data Exchange Platform	1	N/A	SMART Zambia Institute	3 Months	6 Months	
4.	Upgraded Digital Signature Platform	1	N/A	SMART Zambia Institute	2 Months	6 Months	
5.	eOffice System	1	N/A	N/A	6 Months	9 Months	

6.	Upgraded Government Payment Gateway (ZamPay)	1	N/A	N/A	6 Months	12 Months	
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## B. DELIVERABLES

Line Item N°	Description of Deliverables	Quantity	Final (Project Site) Destination as specified in BDS
3.	E-Services / Systems (MDAs)	12 systems (one per MDA including local authorities)	SMART Zambia Institute
4.	Upgraded Data Exchange Platform	1	SMART Zambia Institute
5.	Upgraded Digital Signature Platform	1	SMART Zambia Institute
6.	eOffice System	1	N/A
7.	Upgraded Government Payment Gateway (ZamPay)	1	N/A

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

*The days for each month for each year that are non-working days, due to Holidays or other business reasons (other than weekends).*

SCHEDULE			
NO.	DAY	DATE	HOLIDAY
1.	Wednesday	1 <sup>st</sup> January, 2025	New Year's Day
2.	Saturday	8 <sup>th</sup> March, 2025	International Women's day
3.	Wednesday	12 <sup>th</sup> March, 2025	Youth Day
4.	Friday	18 <sup>th</sup> April, 2025	Good Friday
5.	Saturday	19 <sup>th</sup> April, 2025	Holy Saturday
6.	Sunday	20 <sup>th</sup> April, 2025	Easter Sunday
7.	Monday	21 <sup>st</sup> April, 2025	Easter Monday
8.	Monday	28 <sup>th</sup> April, 2025	Kenneth Kaunda Day
9.	Thursday	1 <sup>st</sup> May, 2025	Labour Day
10.	Sunday	25 <sup>th</sup> May, 2025	Africa Freedom Day
11.	Monday	26 <sup>th</sup> May, 2025	Day following Africa Freedom Day which falls on a Sunday
12.	Monday	7 <sup>th</sup> July, 2025	Heroes Day
13.	Tuesday	8 <sup>th</sup> July, 2025	Unity Day
14.	Monday	4 <sup>th</sup> August, 2025	Farmers Day
15.	Saturday	18 <sup>th</sup> October, 2025	National Day of Prayer, Fasting Repentance and Reconciliation
16.	Friday	24 <sup>th</sup> October, 2025	Independence Day
17.	Thursday	25 <sup>th</sup> December, 2025	Christmas Day

## System Inventory Tables

### Notes on preparing the System Inventory Tables

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The System Inventory Tables detail:

- (a) for each Subsystem (Deliverable) indicated in the Implementation Schedule, the Information Technologies, Materials, and other Goods and Services that comprise the System to be supplied and/or performed by the Supplier;
- (b) the quantities of such Information Technologies, Materials, and other Goods and Services;
- (c) the sites and the location of each on a specific site (e.g., building, floor, room, department, etc.)
- (d) the cross references to the relevant section of the Technical Requirements where that item is described in greater detail

The Purchaser should modify these tables, as required, to suit the particulars of the System (and Subsystems) to be supplied and installed. The sample text provided for various sections of the tables is illustrative only and should be modified or deleted as appropriate.

There are two sample formats given for the System Inventory Tables: one for the Supply and Installation cost items and the second for Recurrent Cost Items needed (if any).

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### SYSTEM INVENTORY TABLE (SUPPLY AND INSTALLATION COST ITEMS)

Proposed Modules for the solution containing the detailed components and quantities

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
1.	GSB Digitization and Implementation		- -	- -
1.1	Digitization of 12 systems			12 systems
2.	System Upgrades			- -
2.1	ZamConnect			- -
2.2	ZamSign			
2.3	ZamPay			
2.4	ZamSign			
2.5	ZamPass			

### SYSTEM INVENTORY TABLE (RECURRENT COST ITEMS)

Component No.	Component	Y1	Y2	Y3	Y4
1.	Software Maintenance and Upgrade, Warranty Defect Repair	all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	
2.	Software/Firmware Licenses and Updates:	all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	



## Background and Informational Materials

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## Background and Informational Materials

### A. BACKGROUND

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#### 0.1 The Purchaser

- 0.1.1 The **SMART Zambia Institute** is a Division under the Office of the President mandated to coordinate and implement electronic government (E-Government) for the citizens, businesses and within government for improved service delivery. The Institute was established through a Government Gazette notice No 836 of 2016.
- 0.1.2 All government Ministries Department and Agencies (MDAs) are stakeholders in the project.
- 0.1.3 The **GSB Technical Committee** is responsible for the approval of all deliverables, payments and contract variations.

#### 0.2 The Purchaser’s Business Objectives for the Information System

- 0.2.1 Enhanced revenue collection for government as well as increased operating efficiency across MDAs leading to increased customer satisfaction and increased service uptake.

### B. INFORMATIONAL MATERIALS

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

- 0.3.1 For general legal and regulatory requirements see section Section VII Part B Heading 1.1 regarding the requirements under the:
  - The Data Protection Act, No. 3 of 2021
  - The Cyber Security and Cyber Crimes Act, No. 2 of 2021
  - The Electronic Communications and Transactions Act, No. 4 of 2021 (ECTA)
  - The Information and Communication Technology Association of Zambia (ICTAZ) Act, No. 7 of 2018
- 0.3.2 All developed systems and services should follow the Acts, Statutory Instruments and standard forms enacted by Parliament for each respective Ministry, Department or Agency.

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

- 0.4.1 **ZamConnect** – ZamConnect the data exchange platform that connects different systems and data registers.

- 0.4.2 **ZamPortal / E-Services** – The e-service aggregation platform that lists all public services. General website: <https://zamportal.gov.zm/>  
E-service directory: <https://eservices.gov.zm/>
  - 0.4.3 **ZamSign** – The e-Signature platform integrated into the e-Services and a standalone platform offering digital signing. <https://zamsign.gsb.gov.zm/>
  - 0.4.4 **ZamPay** – The Government payment gateway currently offering over 17 different payment channels enabling payment of e-services. <https://zampay.gsb.gov.zm/>
  - 0.4.5 **National Data Portal** – The semantic data portal that enables data access requests <https://ndp.gsb.gov.zm/>
  - 0.4.6 **ZamGov** – The integrated Government Mobile application <https://zamgov.gsb.gov.zm/>
  - 0.4.7 **ZamPass** – The national authentication platform enabling single sign-on across all government systems. <https://pass.gsb.gov.zm/>
- 0.5 Available Training Facilities to Support the Implementation of the Information System**
- 0.5.1 A dedicated **GSB room** is available within the Ministry of Finance to be used for training purposes and meetings with stakeholders. Other rooms within MDAs can be availed depending on the training/subject of meeting.
- 0.6 Site Drawings and Site Survey Information Relevant to the Information System**
- 0.6.1 The information system will be available worldwide, the system will be hosted within the Infratel and Ministry of Finance Data center.

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

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

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# General Conditions of Contract

## A. CONTRACT AND INTERPRETATION

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### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated below.

(a) contract elements

- (i) **“Contract”** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
- (ii) **“Contract Documents”** means the documents specified in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments to these Documents).
- (iii) **“Contract Agreement”** means the agreement entered into between the Purchaser and the Supplier using the form of Contract Agreement contained in the Sample Contractual Forms Section of the 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 Project Manager and of the Purchaser engaged in fulfilling the Purchaser’s obligations under the Contract; and any other personnel identified as Purchaser’s Personnel, by a notice from the Purchaser to the Supplier;
  - (iii) **“Project Manager”** means the person **named as such in the SCC** or otherwise appointed by the Purchaser in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the Purchaser.
  - (iv) **“Supplier”** means the firm or Joint Venture whose proposal to **perform the Contract** has

been accepted by the Purchaser and is named as such in the Contract Agreement.

- (v) **“Supplier’s Representative”** means any person **nominated** by the Supplier and named as such in the Contract Agreement or otherwise approved by the Purchaser in the manner provided in GCC Clause 18.2 (Supplier’s Representative) to perform the duties delegated by the Supplier.
  - (vi) **“Supplier’s Personnel”** means all personnel whom the Supplier utilizes in the execution of the Contract, including the staff, labor and other employees of the Supplier and each Subcontractor; and any other personnel assisting the Supplier in the execution of the Contract;
  - (vii) **“Subcontractor”** means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is subcontracted directly or indirectly by the Supplier.
  - (viii) **“Adjudicator”** means the person named in Appendix 2 of the Contract Agreement, **appointed** by agreement between the Purchaser and the Supplier to make a decision on or to settle any dispute between the Purchaser and the Supplier referred to him or her by the parties, pursuant to GCC Clause 43.1 (Adjudication).
  - (ix) **“The World Bank”** (also called “The Bank”) means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (c) scope
- (i) **“Information System,”** also called “the System,” means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier’s Equipment), together with the Services to be carried out by the Supplier under the Contract.
  - (ii) **“Subsystem”** means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned

individually before Commissioning of the entire System.

- (iii) “Information Technologies” means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.
- (iv) “Goods” means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier’s Equipment.
- (v) “Services” means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support.
- (vi) “The Project Plan” means the document to be developed by the Supplier and approved by the Purchaser, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier’s proposal. The “Agreed Project Plan” is the version of the Project Plan approved by the Purchaser, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- (vii) “Software” means that part of the System which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.

- (viii) “System Software” means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., “firmware”), operating systems, communications, system and network management, and utility software.
- (ix) “General-Purpose Software” means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General-Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.
- (x) “Application Software” means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.
- (xi) “Standard Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.
- (xii) “Custom Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.
- (xiii) “Source Code” means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software

(typically, but not exclusively, required for Custom Software).

- (xiv) “Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Purchaser under the Contract.
  - (xv) “Standard Materials” means all Materials not specified as Custom Materials.
  - (xvi) “Custom Materials” means Materials developed by the Supplier at the Purchaser’s expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.
  - (xvii) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
  - (xviii) “Supplier’s Equipment” means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.
- (d) activities
- (i) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with

- the current edition Incoterms specified in the Contract.
- (ii) “Installation” means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).
  - (iii) “Pre-commissioning” means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).
  - (iv) “Commissioning” means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause 27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test(s).
  - (v) “Operational Acceptance Tests” means the tests specified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).
  - (vi) “Operational Acceptance” means the acceptance by the Purchaser of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause 27.3 (Operational Acceptance).
- (e) place and time
- (i) “Purchaser’s Country” is the **country named in the SCC**.
  - (ii) “Supplier’s Country” is the country in which the Supplier is legally organized, as named in the Contract Agreement.
  - (iii) **Unless otherwise specified in the SCC** “Project Site(s)” means the place(s) in the Site Table in the

Technical Requirements Section for the supply and installation of the System.

- (iv) “Eligible Country” means the countries and territories eligible for participation in procurements financed by the World Bank as defined in the Procurement Regulations.
- (v) “Day” means calendar day of the Gregorian Calendar.
- (vi) “Week” means seven (7) consecutive Days, beginning the day of the week as is customary in the Purchaser’s Country.
- (vii) “Month” means calendar month of the Gregorian Calendar.
- (viii) “Year” means twelve (12) consecutive Months.
- (ix) “Effective Date” means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Subsystem(s).
- (x) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Purchaser and Supplier in relation to the System, as **unless otherwise specified in the SCC**, the Contract shall continue in force until the Information System and all the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract.
- (xi) “Defect Liability Period” (also referred to as the “Warranty Period”) means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Subsystem(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Subsystem[s]) as provided in GCC Clause 29 (Defect Liability).
- (xii) “The Coverage Period” means the Days of the Week and the hours of those Days during which

maintenance, operational, and/or technical support services (if any) must be available.

- (xiii) The Post-Warranty Services Period” means the number of years **defined in the SCC** (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s).

## **2. Contract Documents**

- 2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

## **3. Interpretation**

- 3.1 Governing Language

3.1.1 **Unless otherwise specified in the SCC**, all Contract Documents and related correspondence exchanged between Purchaser and Supplier shall be written in the language of 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<sup>er</sup>, 75008 Paris, France.

### 3.6 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and Supplier with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.

### 3.7 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

### 3.8 Independent Supplier

The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.

Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Purchaser.

### 3.9 Joint Venture

If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or

constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

### 3.10 Nonwaiver

3.10.1 Subject to GCC Clause 3.10.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.10.2 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

### 3.11 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 3.12 Country of Origin

"Origin" means the place where the Information Technologies, Materials, and other Goods for the System were produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, Software development, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The Origin of Goods and Services is distinct from the nationality of the Supplier and may be different.

## 4. Notices

4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to GCC Clause 4.3 below, by personal delivery, airmail post, special courier, facsimile, electronic mail, or other electronic means, with the following provisions.

4.1.1 Any notice sent by facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch

by notice sent by airmail post or special courier, except as otherwise specified in the Contract.

- 4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by airmail or special courier.
- 4.1.3 Any notice delivered personally or sent by facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.
- 4.1.4 Either party may change its postal, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.
- 4.2 Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.
- 4.3 Pursuant to GCC Clause 18, notices from/to the Purchaser are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or for any other reason, the Purchaser or Supplier may give and receive notices at their fallback addresses. The address of the Project Manager and the fallback address of the Purchaser are as **specified in the SCC** or as subsequently established/amended. The address of the Supplier's Representative and the fallback address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.

- 5. Governing Law**
- 5.1 The Contract shall be governed by and interpreted in accordance with the laws of the country **specified in the SCC**.
- 5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 6. Fraud and Corruption**
- 6.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the Appendix 1 to the GCC.
- 6.2 The Purchaser requires the Suppliers to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the 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**

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- 7. Scope of the System**
- 7.1 Unless otherwise expressly **limited in the SCC** or Technical Requirements, the Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed Project Plan.
- 7.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items

and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.

- 7.3 The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's proposal, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as **specified in the SCC**, including the relevant terms, characteristics, and timings.

**8. Time for  
Commencement  
and Operational  
Acceptance**

- 8.1 The Supplier shall commence work on the System within the period **specified in the SCC**, and without prejudice to GCC Clause 28.2, the Supplier shall thereafter proceed with the System in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan.
- 8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

## 9. Supplier's Responsibilities

9.1 The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand. The Supplier shall ensure that its Subcontractors carry out the work on the Information System in accordance with the Contract, including complying with relevant environmental and social requirements and the obligations set out in GCC Clause 9.9.

The Supplier shall at all times take all reasonable precautions to maintain the health and safety of the Supplier's Personnel employed for the execution of the Contract at the Project Site/s in the Purchaser's country where the Contract is executed.

If **required in the SCC**, the Supplier shall submit to the Purchaser for its approval a health and safety manual which has been specifically prepared for the Contract.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out any applicable health and safety requirement under the Contract,

(a) which may include:

- (i) the procedures to establish and maintain a safe working environment;
- (ii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from natural or man-made hazards);
- (iii) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
- (iv) the measures to be implemented to avoid or minimize the spread of communicable diseases; and

- (b) any other requirements stated in the Purchaser's Requirements.

- 9.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Purchaser and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to proposal submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
- 9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause 41.2.
- 9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Purchaser's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's Personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Purchaser under GCC Clause 10.4 and that are necessary for the performance of the Contract.
- 9.5 The Supplier shall comply with all laws in force in the Purchaser's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the Purchaser to the extent that such liability, damage, claims, fines, penalties, and

expenses were caused or contributed to by a fault of the Purchaser.

- 9.6 Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).
- 9.7 Pursuant to paragraph 2.2 e. of the Appendix 1 to the General Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to GCC Clause 6.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 9.8 The Supplier shall conform to the sustainable procurement contractual provisions, if and as **specified in the SCC**.
- 9.9 **Code of Conduct**

The Supplier shall have a Code of Conduct for the Supplier's Personnel employed for the execution of the Contract at the Project Site/s.

The Supplier shall take all necessary measures to ensure that each such personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by such personnel, and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Supplier shall also ensure that the Code of Conduct is visibly displayed in the Project Site/s as well as, as applicable, in areas outside the Project Site/s accessible to the local

community and any project affected people. The posted Code of Conduct shall be provided in languages comprehensible to the Supplier's Personnel, Purchaser's Personnel and the local community.

The Supplier's Management Strategy and Implementation Plans, if applicable, shall include appropriate processes for the Supplier to verify compliance with these obligations.

9.10 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.

9.11 The Supplier, including its Subcontractors, shall comply with all applicable safety obligations. The Supplier shall at all times take all reasonable precautions to maintain the health and safety of the Supplier's Personnel employed for the execution of Contract at the Project Site/s.

9.12 Training of Supplier's Personnel

The Supplier shall provide appropriate training to relevant Supplier's Personnel on any applicable environmental and social aspect of the Contract, including appropriate sensitization on prohibition of SEA, health and safety.

As stated in the Purchaser's Requirements or as instructed by the Project Manager, the Supplier shall also allow appropriate opportunities for the relevant personnel to be trained on any applicable environmental and social aspects of the Contract by the Purchaser's Personnel and/or other personnel assigned by the Purchaser.

The Supplier shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Supplier's Personnel.

9.13 Stakeholder engagements

The Supplier shall provide relevant contract- related information, as the Purchaser and/or Project Manager may reasonably request to conduct contract stakeholder engagement. "Stakeholder" refers to individuals or groups who:

- (a) are affected or likely to be affected by the Contract;  
and
- (b) may have an interest in the Contract.

The Supplier may also directly participate in contract stakeholder engagements, as the Purchaser and/or Project Manager may reasonably request.

#### 9.14 Forced Labor

The Supplier, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

#### 9.15 Child Labor

The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Supplier, including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Supplier with the Project Manager's consent. The Supplier shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

#### 9.16 Non-Discrimination and Equal Opportunity

The Supplier shall not make decisions relating to the employment or treatment of personnel for the execution of the Contract on the basis of personal characteristics unrelated to inherent job requirements. The Supplier shall base the employment of personnel for the execution of the Contract on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Supplier shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Clause 9.15).

#### 9.17 Personnel Grievance Mechanism

The Supplier shall have a grievance mechanism for personnel employed in the execution of the Contract to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The grievance mechanism may utilize existing grievance mechanisms, provided that they are properly

designed and implemented, address concerns promptly, and are readily accessible to such personnel.

#### 9.18 Security of the Project Site

**If stated in the SCC**, the Supplier shall be responsible for the security at the Project Site/s including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

In making security arrangements, the Supplier shall be guided by applicable laws and any other requirements that may be stated in the Purchaser's Requirements.

The Supplier shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Supplier's Personnel, Purchaser's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Purchaser's Requirements.

The Supplier shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

#### 9.19 Recruitment of Persons

The Supplier shall not recruit, or attempt to recruit, either on limited time or permanent basis or through any other contractual agreement, staff and labor from amongst the Purchaser's Personnel.

#### 9.20 **Unless otherwise specified in the SCC** the Supplier shall have no other Supplier responsibilities.

### **10. Purchaser's Responsibilities**

10.1 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser to the Supplier, except when otherwise expressly stated in the Contract.

10.2 The Purchaser shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to

- provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1 (b).
- 10.3 The Purchaser shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.
- 10.4 If requested by the Supplier, the Purchaser shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the Supplier's Personnel, as the case may be, to obtain.
- 10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed Project Plan, or other parts of the Contract, the Purchaser shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.
- 10.6 The Purchaser shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Purchaser may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.
- 10.7 Unless otherwise specified in the Contract or agreed upon by the Purchaser and the Supplier, the Purchaser shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan.
- 10.8 The Purchaser will designate appropriate staff for the training courses to be given by the Supplier and shall make

all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed Project Plan, or other parts of the Contract.

- 10.9 The Purchaser assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.
- 10.10 The Purchaser is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.
- 10.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Purchaser, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test(s), in accordance with GCC Clause 27.2.
- 10.12 **Unless otherwise specified in the SCC** the Purchaser shall have no other Purchaser responsibilities.

### C. PAYMENT

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- 11. Contract Price**
  - 11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
  - 11.2 Unless an adjustment clause is **provided for in the SCC**, the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;
  - 11.3 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

**12. Terms of Payment**

- 12.1 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC Clause 22.5 and upon fulfillment of other obligations stipulated in the Contract.

The Contract Price shall be paid as **specified in the SCC**.

- 12.2 No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the System or any Subsystem(s).
- 12.3 Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of a valid invoice by the Supplier. In the event that the Purchaser fails to make any payment by its respective due date or within the period set forth in the Contract, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate(s) **specified in the SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 12.4 Payments shall be made in the currency(ies) specified in the Contract Agreement, pursuant to GCC Clause 11. For Goods and Services supplied locally, payments shall be made **as specified in the SCC**.
- 12.5 **Unless otherwise specified in the SCC**, payment of the foreign currency portion of the Contract Price for Goods supplied from outside the Purchaser's Country shall be made to the Supplier through an irrevocable letter of credit opened by an authorized bank in the Supplier's Country and will be payable on presentation of the appropriate documents. It is agreed that the letter of credit will be subject to Article 10 of the latest revision of *Uniform Customs and Practice for Documentary Credits*, published by the International Chamber of Commerce, Paris.
- 12.6 **As specified in the SCC**, if the Supplier fails to perform its cyber security obligations under the Contract, an assessed amount, as determined by the Project 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

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### 15. Copyright

- 15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
- 15.2 The Purchaser agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except that additional copies of Standard Materials may be made by the Purchaser for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.
- 15.3 The Purchaser's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or **unless otherwise specified in the SCC** to a legally constituted successor organization (e.g., a reorganization of a public entity formally authorized by the government or through a merger or acquisition of a private entity).
- 15.4 **Unless otherwise specified in the SCC**, the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Purchaser. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing (as legally sufficient) that the Purchaser may consider necessary or desirable to perfect the right, title, and interest of the Purchaser in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Purchaser and

where permitted by applicable law, ensure that the holder of such a moral right waives it.

- 15.5 **Unless otherwise specified in the SCC**, escrow arrangements shall NOT be required.

## 16. Software License Agreements

- 16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Purchaser, the Supplier hereby grants to the Purchaser license to access and use the Software, including all inventions, designs, and marks embodied in the Software.

Such license to access and use the Software shall:

- (a) be:
  - (i) nonexclusive;
  - (ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);
  - (iii) **unless otherwise specified in the SCC** valid throughout the territory of the Purchaser's Country;
  - (iv) **unless otherwise specified in the SCC** subject to NO additional restrictions.
- (b) permit the Software to be:
  - (i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's proposal), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;
  - (ii) used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's proposal specifies a class of computer to which the license is restricted, the replacement computer(s) is(are) within that class;
  - (iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by

means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;

- (iv) reproduced for safekeeping or backup purposes;
- (v) customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;
- (vi) **unless otherwise specified in the SCC**, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and
- (vii) **unless otherwise specified in the SCC** disclosed to, and reproduced for use by, NO other parties.

- 16.2 The Supplier has the right to audit the Standard Software to verify compliance with the above license agreements. **Unless otherwise specified in the SCC**, the Purchaser will make available to the Supplier, within seven (7) days of a written request, accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between the Purchaser and the Supplier, Purchaser will allow, under a pre-specified agreed procedure, the execution of embedded software functions under Supplier's control, and unencumbered transmission of resulting information on software usage.

**17. Confidential Information**

- 17.1 **Unless otherwise specified in the SCC**, the "Receiving Party" (either the Purchaser or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.
- 17.2 For the purposes of GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Purchaser or the Purchaser's use of the System.
- 17.3 Notwithstanding GCC Clauses 17.1 and 17.2:
- (a) the Supplier may furnish to its Subcontractor Confidential Information of the Purchaser to the extent reasonably required for the Subcontractor to perform its work under the Contract; and
  - (b) the Purchaser may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries,
- in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party.
- 17.4 The Purchaser shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Purchaser's prior written consent, use any Confidential Information received from the Purchaser for any purpose other than those that are required for the performance of the Contract.

- 17.5 The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:
- (a) now or hereafter enters the public domain through no fault of the Receiving Party;
  - (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
  - (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality;
  - (d) is being provided to the Bank.
- 17.6 The above provisions of this GCC Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.
- 17.7 **Unless otherwise specified in the SCC**, the provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for three (3) years.

## **E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM**

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### **18. Representatives**      18.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Purchaser shall appoint and notify the Supplier in writing of the name of the Project Manager. The Purchaser may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. **Unless otherwise specified in the SCC** (if any), the Project Manager shall have the authority to represent the Purchaser on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Purchaser pursuant to GCC Clause 4.

## 18.2 Supplier's Representative

- 18.2.1 If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Purchaser in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier's Representative. If the Purchaser does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Purchaser objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 18.2.1.
- 18.2.2 **Unless otherwise specified in the SCC** (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier pursuant to GCC Clause 4.
- 18.2.3 The Supplier shall not revoke the appointment of the Supplier's Representative without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative, pursuant to the procedure set out in GCC Clause 18.2.1.
- 18.2.4 The Supplier's Representative and staff are obliged to work closely with the Purchaser's Project Manager and staff, act within their own authority, and abide by directives issued by the Purchaser that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of the Supplier's Personnel.
- 18.2.5 The Supplier's Representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be

revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.

18.2.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause 18.2.5 shall be deemed to be an act or exercise by the Supplier's Representative.

### 18.3 Removal of Supplier's Personnel

18.3.1 The Project Manager may require the Supplier to remove (or cause to be removed) the Supplier's Representative or any other person employed by the Supplier in the execution of the Contract, who:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;
- (f) has been recruited from the Purchaser's Personnel;
- (g) engages in any other behaviour which breaches the Code of Conduct, as applicable;

If appropriate, the Supplier shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Supplier shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from work on the System, any person Employed by the Supplier in the execution of the Contract who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.

18.3.2 If any representative or person employed by the Supplier is removed in accordance with GCC Clause 18.3.1, the Supplier shall, where required, promptly appoint a suitable replacement with equivalent skills and experience.

## 19. Project Plan

- 19.1 In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Supplier's proposal, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/or Technical Requirements.
- 19.2 **Unless otherwise specified in the SCC**, within thirty (30) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Purchaser. Such submission to the Purchaser shall include any applicable environmental and social management plan to manage environmental and social risks and impacts. The Purchaser shall, within fourteen (14) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called "non-conformities" below). The Supplier shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Purchaser. The Purchaser shall, within five (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Purchaser shall provide confirmation in writing to the Supplier. This approved Project Plan ("the Agreed Project Plan") shall be contractually binding on the Purchaser and the Supplier.
- 19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 39 and 40.
- 19.4 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed Project Plan and the Contract.

19.5 **Unless otherwise specified in the SCC**, the Supplier shall submit to the Purchaser Monthly Progress Reports summarizing:

- (i) results accomplished during the prior period;
- (ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;
- (iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;
- (iv) other issues and outstanding problems; proposed actions to be taken;
- (v) resources that the Supplier expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;
- (vi) status of compliance to environmental and social requirements, as applicable;
- (vii) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.

19.6 The Supplier shall submit to the Purchaser other (periodic) reports as specified in the SCC.

19.7 Immediate Reporting requirement

The Supplier shall inform the Project Manager immediately of any allegation, incident or accident in Project Site/s, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Purchaser's Personnel 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 Project Manager within the timeframe agreed with the Purchaser.

The Purchaser shall require its Subcontractors to immediately notify it of any incidents or accidents referred to in this Sub- Clause.

- 20. Subcontracting**
- 20.1 Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Purchaser. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Purchaser for its approval in sufficient time so as not to impede the progress of work on the System. Submission by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Approval by the Purchaser of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.
- 20.2 The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Purchaser's prior approval under GCC Clause 20.3.
- 20.3 For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Purchaser in writing at least twenty-eight (28) days prior to

the proposed mobilization date for such Subcontractor, including by providing the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration; and (ii) by the end of this period either the Purchaser has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Purchaser has objected in writing prior to the end of the notice period. The absence of a written objection by the Purchaser during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Purchaser of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Purchaser or Supplier as they are specified in GCC Clauses 20.1 and 20.2, or in Appendix 3 of the Contract Agreement.

- 20.4 The Supplier shall ensure that its Subcontractors comply with the relevant ES requirements and the obligations set out in GCC Clause 9.9.

## **21. Design and Engineering**

### **21.1 Technical Specifications and Drawings**

- 21.1.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.

The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

- 21.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Project Manager.

## 21.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of proposal submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with GCC Clause 39.3.

## 21.3 Approval/Review of Controlling Technical Documents by the Project Manager

21.3.1 **Unless otherwise specified in the SCC**, there will NO Controlling Technical Documents required. However, **if the SCC specifies** Controlling Technical Documents, the Supplier shall prepare and furnish such documents for the Project Manager's approval or review.

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

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

21.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

21.3.3 The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.

21.3.4 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for

the Project Manager's approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.

21.3.5 If any dispute occurs between the Purchaser and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 43.1 (Adjudication). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Purchaser has not given notice under GCC Clause 43.1.2, then the Supplier shall be reimbursed by the Purchaser for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

21.3.6 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

21.3.7 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained

the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

**22. Procurement,  
Delivery, and  
Transport**

22.1 Subject to related Purchaser's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.

22.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.

22.3 Early or partial deliveries require the explicit written consent of the Purchaser, which consent shall not be unreasonably withheld.

22.4 Transportation

22.4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Purchaser's instructions to the Supplier.

22.4.2 The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms.

22.4.3 **Unless otherwise specified in the SCC**, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

22.5 **Unless otherwise specified in the SCC**, the Supplier will provide the Purchaser with shipping and other documents, as specified below:

22.5.1 For Goods supplied from outside the Purchaser's Country:

Upon shipment, the Supplier shall notify the Purchaser and the insurance company contracted by the Supplier

to provide cargo insurance by cable, facsimile, electronic mail, or 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 Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.
- 25.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 43 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

**26. Installation of the System**

- 26.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed Project Plan, the Supplier shall so notify the Purchaser in writing.
- 26.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section in the 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 Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Purchaser in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause 26.2 shall be repeated, as necessary, until an Installation Certificate is issued.

- 26.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, or if the Purchaser puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Purchaser put the System into production operation, as the case may be.

## **27. Commissioning and Operational Acceptance**

### **27.1 Commissioning**

27.1.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier:

- (a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or
- (b) as otherwise specified in the Technical Requirement or the Agreed Project Plan; or
- (c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3.

27.1.2 The Purchaser shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning.

Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.

### **27.2 Operational Acceptance Tests**

27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the

Purchaser (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s]), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's proposal, including, but not restricted to, the functional and technical performance requirements. **Unless otherwise specified in the SCC**, the Operational Acceptance Tests during Commissioning will be conducted as specified in the Technical Requirements and/or the Agreed Project Plan.

At the Purchaser's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.

27.2.2 If for reasons attributable to the Purchaser, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by the Purchaser and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.

### 27.3 Operational Acceptance

27.3.1 Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when

- (a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed Project Plan have been successfully completed; or
- (b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Purchaser within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or

- (c) the Purchaser has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Purchaser and document such use.

27.3.2 At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.

27.3.3 After consultation with the Purchaser, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:

- (a) issue an Operational Acceptance Certificate; or
- (b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or
- (c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.

27.3.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Purchaser, and the Purchaser, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Purchaser of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The Purchaser shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.

27.3.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, then either:

- (a) the Purchaser may consider terminating the Contract, pursuant to GCC Clause 41.2.2;
- or
- (b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Purchaser to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.

27.3.6 If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice.

#### 27.4 Partial Acceptance

27.4.1 If so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.

27.4.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned.

27.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager

shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Purchaser or Supplier.

## **F. GUARANTEES AND LIABILITIES**

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### **28. Operational Acceptance Time Guarantee**

- 28.1 The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule and/or the Agreed Project Plan pursuant to GCC Clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).
- 28.2 **Unless otherwise specified in the SCC**, if the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Purchaser liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount of ten (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2.
- 28.3 **Unless otherwise specified in the SCC**, liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. This Clause 28.3 shall not limit, however, any other rights or

remedies the Purchaser may have under the Contract for other delays.

- 28.4 If liquidated damages are claimed by the Purchaser for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Purchaser in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

## 29. Defect Liability

- 29.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. **Unless otherwise specified in the SCC**, there will be NO exceptions and/or limitations to this warranty with respect to Software (or categories of Software). Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.
- 29.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.
- 29.3 **Unless otherwise specified in the SCC**, the Supplier warrants that: (i) all Goods components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines, and (ii) they have been previously released to the market.
- 29.4 **Unless otherwise specified in the SCC**, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for thirty-six (36) months.
- 29.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design,

- engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.
- 29.6 The Supplier shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the System arising out of or resulting from any of the following causes:
- (a) improper operation or maintenance of the System by the Purchaser;
  - (b) normal wear and tear;
  - (c) use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or
  - (d) modifications made to the System by the Purchaser, or a third party, not approved by the Supplier.
- 29.7 The Supplier's obligations under this GCC Clause 29 shall not apply to:
- (a) any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or
  - (b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Purchaser or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.
- 29.8 The Purchaser shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Purchaser shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.

- 29.9 The Supplier may, with the consent of the Purchaser, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Purchaser may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, whereupon the Supplier shall carry out such tests.

If such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the Purchaser and the Supplier.

- 29.10 **Unless otherwise specified in the SCC**, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the Purchaser may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.
- 29.11 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the Purchaser because of such defect and/or making good of such defect.
- 29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, the Purchaser may choose to retain physical possession of any replaced defective information storage devices.
- 29.13 At the request of the Purchaser and without prejudice to any other rights and remedies that the Purchaser may have

against the Supplier under the Contract, the Supplier will offer all possible assistance to the Purchaser to seek warranty services or remedial action from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation assignment or transfer in favor of the Purchaser of the benefit of any warranties given by such producers or licensors to the Supplier.

**30. Functional  
Guarantees**

- 30.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Purchaser's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance governs how technical conformance of the System to the Contract requirements will be determined.
- 30.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.
- 30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.

**31. Intellectual  
Property Rights  
Warranty**

- 31.1 The Supplier hereby represents and warrants that:
- (a) the System as supplied, installed, tested, and accepted;
  - (b) use of the System in accordance with the Contract; and

- (c) copying of the Software and Materials provided to the Purchaser in accordance with the Contract

do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.

### **32. Intellectual Property Rights Indemnity**

- 32.1 The Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:
- (a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;
  - (b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and
  - (c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause 32.2.
- 32.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.

32.3 Such indemnities shall also not apply if any claim of infringement:

- (a) is asserted by a parent, subsidiary, or affiliate of the Purchaser's organization;
- (b) is a direct result of a design mandated by the Purchaser's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Proposal; or
- (c) results from the alteration of the System, including the Materials, by the Purchaser or any persons other than the Supplier or a person authorized by the Supplier.

32.4 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Clause 32.1, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) days, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

32.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Purchaser or any persons (other than the Supplier) contracted by the

Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

32.6 Such indemnity shall not cover

- (a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;
- (b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Purchaser or any other person contracted by the Purchaser, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

32.7 Such indemnities shall also not apply:

- (a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Supplier's organization;
- (b) to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Purchaser or any persons contracted by the Purchaser.

32.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in

conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.

**33. Limitation of Liability**

33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

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**G. RISK DISTRIBUTION**

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**34. Transfer of Ownership**

34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Purchaser at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

34.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) Clause 16 (Software License Agreements), and any elaboration in the Technical Requirements.

34.3 Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.

**35. Care of the System**

35.1 The Purchaser shall become responsible for the care and custody of the System or Subsystems upon their Delivery. The Purchaser shall make good at its own cost any loss or damage that may occur to the System or Subsystems from

any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance), excepting such loss or damage arising from acts or omissions of the Supplier, its employees, or subcontractors.

35.2 If any loss or damage occurs to the System or any part of the System by reason of:

- (a) (insofar as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced Supplier could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;
- (b) any use not in accordance with the Contract, by the Purchaser or any third party;
- (c) any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Purchaser, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2,

the Purchaser shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Purchaser requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Purchaser in accordance with GCC Clause 39. If the Purchaser does not request the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Purchaser shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Purchaser shall terminate the Contract pursuant to GCC Clause 41.1.

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**

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### **39. Changes to the System**

#### **39.1 Introducing a Change**

- 39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the Purchaser shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called “Change”), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.

A Change may involve, but is not restricted to, the substitution of updated Information Technologies and

related Services in accordance with GCC Clause 23 (Product Upgrades).

39.1.2 The Supplier may from time to time during its performance of the Contract propose to the Purchaser (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Purchaser may at its discretion approve or reject any Change proposed by the Supplier.

39.1.3 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.

39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Contractual Forms Section in the 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 Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:

- (a) brief description of the Change;
- (b) impact on the Time for Achieving Operational Acceptance;
- (c) detailed estimated cost of the Change;
- (d) effect on Functional Guarantees (if any);
- (e) effect on any other provisions of the Contract; and

(f) any additional documents as **specified in the SCC**.

39.2.2 Prior to preparing and submitting the “Change Proposal,” the Supplier shall submit to the Project Manager a “Change Estimate Proposal,” which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier’s Change Estimate Proposal, the Purchaser shall do one of the following:

- (a) accept the Supplier’s estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;
- (b) advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;
- (c) advise the Supplier that the Purchaser does not intend to proceed with the Change.

39.2.3 Upon receipt of the Purchaser’s instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Purchaser and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.

39.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

39.2.5 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If

the Purchaser accepts the Supplier's objection, the Purchaser shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.

39.2.6 Upon receipt of the Change Proposal, the Purchaser and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Purchaser shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the Purchaser is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If the Purchaser decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.

39.2.7 If the Purchaser and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause 6 (Settlement of Disputes).

### 39.3 Changes Originating from Supplier

If the Supplier proposes a Change pursuant to GCC Clause 39.1.2, the Supplier shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 39.2.6 and

39.2.7. However, should the Purchaser choose not to proceed or the Purchaser and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Purchaser and the Supplier to the contrary.

39.4 Value engineering. The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing Contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency, safety or sustainability of the systems; or
- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the systems.

If the value engineering proposal is approved by the Purchaser and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above,

the amount to be paid to the Supplier shall be the full increase in the Contract Price.

**40. Extension of Time for Achieving Operational Acceptance**

40.1 The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- (a) any Change in the System as provided in GCC Clause 39 (Change in the Information System);
- (b) any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);
- (c) default of the Purchaser; or
- (d) any other matter specifically mentioned in the Contract;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.

40.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 43.

40.3 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

**41. Termination**

41.1 Termination for Purchaser's Convenience

41.1.1 The Purchaser may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.

41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination

- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.1.2 (d) (ii) below;
- (c) remove all Supplier's Equipment from the site, repatriate the Supplier's Personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
- (d) in addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall
  - (i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
  - (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
  - (iii) deliver to the Purchaser all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.1.3 In the event of termination of the Contract under GCC Clause 41.1.1, the Purchaser shall pay to the Supplier the following amounts:

- (a) the Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;
- (b) the costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and in the repatriation of the Supplier's Personnel;
- (c) any amount to be paid by the Supplier to its Subcontractors in connection with the

termination of any subcontracts, including any cancellation charges;

- (d) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2 (a); and
- (e) the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.

#### 41.2 Termination for Supplier's Default

41.2.1 The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Supplier, referring to this GCC Clause 41.2:

- (a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;
- (b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or
- (c) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of the Appendix 1 to the GCC, in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

41.2.2 If the Supplier:

- (a) has abandoned or repudiated the Contract;

- (b) has without valid reason failed to commence work on the System promptly;
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- (d) refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed Project Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the Purchaser that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended;

then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within thirty (30) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.

41.2.3 Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.2.3 (d) below;
- (c) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
- (d) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier to the System or Subsystems as at the

date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;

- (e) deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

41.2.4 The Purchaser may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.

41.2.5 Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the Purchaser from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

41.2.6 If the Purchaser completes the System, the cost of completing the System by the Purchaser shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the Purchaser in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause 41.2.5, the Supplier shall pay the balance to the Purchaser, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Purchaser shall pay the balance to the Supplier. The Purchaser and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

### 41.3 Termination by Supplier

## 41.3.1 If:

- (a) the Purchaser has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause **pursuant to the SCC**, or commits a substantial breach of the Contract, the Supplier may give a notice to the Purchaser that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Purchaser to remedy the same, as the case may be. If the Purchaser fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Supplier's notice; or
- (b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System;

then the Supplier may give a notice to the Purchaser of such events, and if the Purchaser has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Purchaser referring to this GCC Clause 41.3.1, forthwith terminate the Contract.

- 41.3.2 The Supplier may terminate the Contract immediately by giving a notice to the Purchaser to that effect, referring to this GCC Clause 41.3.2, if the Purchaser becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or,

being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Purchaser takes or suffers any other analogous action in consequence of debt.

41.3.3 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:

- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 41.3.3 (d) (ii);
- (c) remove all Supplier's Equipment from the site and repatriate the Supplier's Personnel from the site.
- (d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:
  - (i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
  - (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
  - (iii) to the extent legally possible, deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.3.4 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, the Purchaser shall pay to the Supplier all payments specified in GCC Clause 41.1.3 and reasonable compensation for all loss, except for

loss of profit, or damage sustained by the Supplier arising out of, in connection with, or in consequence of such termination.

41.3.5 Termination by the Supplier pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.

41.4 In this GCC Clause 41, the expression “portion of the System executed” shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.

41.5 In this GCC Clause 41, in calculating any monies due from the Purchaser to the Supplier, account shall be taken of any sum previously paid by the Purchaser to the Supplier under the Contract, including any advance payment paid **pursuant to the SCC.**

## **42. Assignment**

42.1 Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

# **I. SETTLEMENT OF DISPUTES**

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## **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.

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## J. CYBER SECURITY

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### 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); project implementers (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

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

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) project implementers (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement

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

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

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

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

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

Name of the Subcontractor \_\_\_\_\_

Name of the person duly authorized to sign on behalf of the Subcontractor \_\_\_\_\_

Title of the person signing on behalf of the Subcontractor \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Countersignature of authorized representative of the Supplier:

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

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

## SECTION X - 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: <b>September 2023</b>
GCC 1.1 (b) (i)	The Purchaser is: <b>SMART Zambia Institute</b>
GCC 1.1 (b) (ii)	The Project Manager is: <b>Mr. Daniel Kasapo</b> <b>Director – Cyber Security, SMART Zambia Institute</b>
GCC 1.1 (e) (i)	The Purchaser's Country is: <b>Zambia</b>
GCC 1.1 (e) (x)	<b>There are no Special Conditions associated with GCC 1.1 (e) (x).</b>
GCC 1.1 (e) (xiii)	The Post-Warranty Services Period is <b>2 years</b> starting with the completion of the Warranty Period.  <i>The Post-Warranty Services shall be provided for information purposes and shall be evaluated but shall not be part of this contract.</i>

#### Notices (GCC Clause 4)

GCC 4.3	Address of the Project Manager: <b>Mr. Daniel Kasapo</b> SMART Zambia Institute, Corner of Nationalist Road and Independence Avenue P.O. Box 31998, Lusaka, ZAMBIA. City: <b>Lusaka</b> ZIP Code: <b>10101</b>
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	<p>Country: <b>Zambia</b></p> <p>Telephone: +260-211-254478, 253438, 253652, 254599, 254657</p> <p>Email: <a href="mailto:daniel.kasapo@sz.gov.zm">daniel.kasapo@sz.gov.zm</a></p> <p>Requests for clarification should be received by the Purchaser no later than: <b>Fourteen (14) Days before Bid closing/Opening date</b></p>
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## B. SUBJECT MATTER OF CONTRACT

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

GCC 7.3	<p>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:</p> <p>a) System Support</p>
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### Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	<p>The Supplier shall commence work on the System within: <b>30 Days</b> from the Effective Date of the Contract.</p>
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### Supplier's Responsibilities (GCC Clause 9)

GCC 9.8	<p>The following sustainable procurement contractual provisions apply: <b><i>none.</i></b></p>
GCC 9.18	<p>The Supplier is <b><i>not required</i></b> to make security arrangements for the Project Site.</p>

## C. PAYMENT

### Contract Price (GCC Clause 11)

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

GCC 12.1	<p>Subject to the provisions of GCC Clause 12 (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of goods or services under the specific payment category. Within each such category, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement.</p> <p>(a) <b>Advance Payment</b></p> <p><b>Ten percent (10%)</b> of the entire Contract Price, exclusive of all Recurrent Costs, shall be paid against receipt of an equivalent <b>Advance Payment Security Bank Guarantee acceptable to the client. It shall be provided by the Supplier using the sample template form provided in Section X Contract Forms – Performance Advance Payment Forms “item 2.2 – Advance Payment Security Bank Guarantee”</b></p> <p>(b) <b>Inception and Planning</b></p> <p><b>Ten percent (10%)</b> of the entire Contract Price, exclusive of all Recurrent Costs, shall be paid against receipt of a claim and deliverables including Inception Report, Functional &amp; Technical Architecture, and Implementation Plan approved by SZI.</p> <p>(c) <b>E-Service re-engineering and development of 12 systems:</b></p> <p><b>Thirty percent (30%)</b> of the entire Contract Price, exclusive of all Recurrent Costs, shall be paid against receipt of a claim and deliverables including</p>
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approved service documentation, developed e-service systems, UAT reports, certificate of completion from SZI.

(d) **Core Platform Upgrades (ZamConnect, ZamPass, ZamSign, ZamPay, ZamPortal):**

**Twenty percent (20%)** of the entire Contract Price, exclusive of all Recurrent Costs, shall be paid against receipt of a claim and deliverables including upgraded platforms tested and deployed with enhanced APIs, payment channels, and identity federation.

(e) **eOffice Design, Development & Integration:**

**Twenty Five percent (25%)** of the entire Contract Price, exclusive of all Recurrent Costs, shall be paid against receipt of a claim and deliverables including Completion and UAT of the eOffice Suite (correspondence, meetings, tasks, ECM integration, AI dashboards, executive portal)

(f) **System Testing & Go-Live, System Support and Training.**

**Five percent (5%)** of the entire Contract Price, exclusive of all Recurrent Costs, shall be paid against receipt of a claim and deliverables including Comprehensive security/performance testing, training, production Go-Live of all systems and platforms and system support.

**Detailed table showing terms of payment**

Milestone	Deliverable / Activity	Evidence of Completion / Acceptance Criteria	% of Contract Price	Cumulative %	Payment Trigger
(a)	Advance Payment		10		Receipt of Advance Payment Guarantee
(b)	Inception & Planning	Inception Report, Functional & Technical Architecture, and Implementation Plan approved by SZI	10	20	Written acceptance by SZI
(c)	E-Service re-engineering and development of 12 systems	Approved documentation, developed e-service systems, UAT reports, certificate of completion (MDA)	30 {2.5% per system to be paid. (2.5% X	50	Upon delivery of system and documentation to SZI

				12= 30% total) }		
	(d)	Core Platform Upgrades (ZamConnect, ZamPass, ZamSign, ZamPay, ZamPortal)	Upgraded platforms tested and deployed with enhanced APIs, payment channels, and identity federation	20	70	Completion certificate by SZI
	(e)	eOffice Design, Development & Integration	Completion and UAT of the eOffice Suite (correspondence, meetings, tasks, ECM integration, AI dashboards, executive portal)	25	95	Written acceptance by SZI
	(f)	System Testing & Go-Live, System Support and Training.	Comprehensive security/performance testing, and production Go-Live of all systems and platforms	5	100	Formal Go-Live certificate issued by SZI
GCC 12.3	<p>The Purchaser shall pay to the Supplier interest on the delayed payments at a rate of:</p> <p><b>(i) Bank of Zambia inter-bank interest rate per annum prorated for the applicable period of delay for payments in local currency and</b></p> <p><b>(ii) interest rate per annum prorated for the applicable period of delay as set by the central bank or federal reserve bank of the country of the currency(cies) of the delayed payment for which interest is due as applicable for lending by commercial banks</b></p>					
GCC 12.4	<p>The Supplier will invoice the Purchaser in the currency used in the Contract Agreement and the Price Schedules it refers to, for Goods and Services supplied locally, and the conversion between this currency and <b>Zambian Kwacha</b> for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the exchange rate found in <b>Bank of Zambia</b></p>					

### Securities (GCC Clause 13)

GCC 13.3.1	The Performance Security shall be denominated in <b>US Dollar (US \$)</b> for an equivalent amount equal to <b>10 percent</b> of the Contract Price, including any Recurrent Costs.
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GCC 13.3.4	During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to <b>(2.5%) two and half percent</b> of the Contract Price, excluding any Recurrent Costs.
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## D. INTELLECTUAL PROPERTY

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### Copyright (GCC Clause 15)

GCC 15.3	The Employer may assign, license, or otherwise voluntarily transfer its contractual rights to use the Standard Software or elements of the Standard Software, without the Supplier's prior written consent, under the following circumstances: <b>In the events of unbundling or splitting of the company into subsidiary/ independent entities causing re-distributions of services and goods supplied under this contract.</b>
GCC 15.4	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.4</i>
GCC 15.5	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.5</i>

### Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iv)	The Standard Software license shall be valid <b>throughout the territory of the Purchaser's Organizational Area and Country in which it Carries out business.</b>
GCC 16.1 (b) (vi)	The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense) by <b>support service suppliers or their subcontractors, exclusively for such suppliers or Subcontractors in the performance of their support service contracts.</b>
GCC 16.1 (b) (vii)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)</i>  The Software may be disclosed to, and reproduced for use by, Purchaser's affiliates subject to the same restrictions as are set forth in this Contract
GCC 16.2	The Supplier's right to audit the Standard Software will be subject to the following terms: the Purchaser may specify conditions on the duration and number of audits per year; the hours or days during which audits may be conducted; the categories of software subject to audit; the procedures for access to Purchaser's hardware or software; the number and affiliation of individual auditors; the timing and terms of advance notice; the indemnity by Supplier for losses, liabilities, and costs incurred by the Purchaser as a direct result of the audit.

**Confidential Information (GCC Clause 17)**

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

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**Representatives (GCC Clause 18)**

GCC 18.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 18</i>
GCC 18.2.2	<i>There are no Special Conditions of Contract applicable to GCC Clause 18.2.2</i>

**Project Plan (GCC Clause 19)**

GCC 19.1	<p>Chapters in the Project Plan shall address the following subject:</p> <ul style="list-style-type: none"> <li><i>(a) Project Organization and Management Plan, including quality assurance, configuration management, problem escalation and resolution, as well as task, time and resource-bound schedules (in GANTT format).</i></li> <li><i>(b) Systems Development Methodology Plan</i></li> <li><i>(c) Delivery and Installation Plan</i></li> <li><i>(d) Integration and Data Migration Plan</i></li> <li><i>(e) Training Plan</i></li> <li><i>(f) Verification, Validation, Testing and Quality Assurance</i></li> <li><i>(g) Technical Support Plan, including Warranty Services</i></li> <li><i>(h) Task, Time, and Resource Schedules.</i></li> <li><i>(i) Warranty Defect Repair and Technical Support Service Sub-Plan</i></li> </ul>
GCC 19.6	<p><i>The Supplier shall submit to the Purchaser:</i></p> <ul style="list-style-type: none"> <li><b>a) Inception Report and Project Plan, summarizing:</b> <ul style="list-style-type: none"> <li>I. Project Approach</li> <li>II. Project Plan</li> </ul> </li> </ul>

	<p>III. Project Governance</p> <p>IV. Key Milestones and Deliverables</p> <p><b>b) Training Plan.</b></p> <p>I. Training Approach</p> <p>II. Training Assessment</p> <p>III. Training Plan</p> <p><b>c) Monthly and Quarterly progress reports, summarizing:</b></p> <p>I. Status updates;</p> <p>II. cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan;</p> <p>III. corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;</p> <p>IV. other issues and outstanding problems; proposed actions to be taken;</p> <p><b>d) Deliverable Reports including (activities carried out, description of deliverables in phase, people concerned, risks, mitigating factors etc.) such as</b></p> <p>I. Infrastructure/ Systems Site Assessment Report</p> <p>II. Systems Design and Specifications Document</p> <p>III. Testing Report</p> <p>IV. Data Migration Report</p> <p>V. Training Report</p> <p>VI. Operational and Go-Live Report</p> <p><b>e) Final Acceptance Report</b></p> <p><b>f) Other Reports would include</b></p> <p>I. inspection and quality assurance reports</p> <p>II. training participants test results</p> <p>III. monthly log of service calls and problem resolutions</p> <p><b>The progress report shall be in a form acceptable to the Project Manager and shall indicate:</b></p> <p>1) percentage completion achieved compared with the planned percentage completion for each activity; and</p> <p>2) Where any activity is behind the project plan, giving comments and likely consequences and stating the corrective action being taken.</p>
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### Design and Engineering (GCC Clause 21)

GCC 21.3.1	The Purchaser shall prepare and furnish to the Project Manager the following documents for which the Purchaser must obtain the Project Manager's
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	<p>approval before proceeding with work on the System or any Subsystem covered by the documents.</p> <ul style="list-style-type: none"> <li>a) Status/ Phase Update Reports;</li> <li>b) Key System Specifications (Hardware and Software) Documentation;</li> <li>c) Design Reports</li> <li>d) Testing Plans and Results</li> <li>e) Training Plans, Manuals and Reports</li> <li>f) Technical Operation and Go-Live Reports</li> <li>g) Data Migration Reports</li> <li>h) Weekly/ Bi-weekly Project Status Reports</li> <li>i) System Configuration</li> <li>j) Quality Assurance Plans</li> <li>k) Operational Acceptance Certificates</li> <li>l) Et cetera</li> </ul>
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#### **Product Upgrades (GCC Clause 23)**

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

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

GCC 27.2.1	<i><b>There are no Special Conditions of Contract applicable to GCC Clause 27.2.1.</b></i>
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### **F. GUARANTEES AND LIABILITIES**

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#### **Operational Acceptance Time Guarantee (GCC Clause 28)**

GCC 28.2	<i><b>There are no Special Conditions of Contract applicable to GCC Clause 28.2.</b></i>
GCC 28.3	<b>Liquidated damages shall be assessed <i>at other milestones</i> as per the agreed project plan, such as Installation, training and data migration.</b>

**Defect Liability (GCC Clause 29)**

GCC 29.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.1.</i>
GCC 29.4	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.4. Warranty Period shall be Twelve (12) months after Go-Live of the Final System Deployment.</i>
GCC 29.10	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.10</i>

**Functional Guarantees (GCC Clause 30)**

GCC 30	<i>There are no Special Conditions of Contract applicable to GCC Clause 30.</i>
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**G. RISK DISTRIBUTION**

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**Insurance (GCC Clause 37)**

GCC 37.1 (e)	<p>The Supplier shall obtain the following insurance for the duration of the contract as relevant</p> <p>(a) <b>Workers' Compensation</b> In accordance with the statutory requirements applicable in Zambia.</p> <p>(b) <b>Employer's Liability</b> In accordance with the statutory requirements applicable in Zambia</p>
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**H. CHANGE IN CONTRACT ELEMENTS**

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**Changes to the System (GCC Clause 39)**

GCC 39.4	<b>Value Engineering:</b> If the value engineering proposal is approved by the Purchaser, the amount to be paid to the Supplier shall be 50% of the reduction in the Contract Price.
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## I. SETTLEMENT OF DISPUTES

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### Settlement of Disputes (GCC Clause 43)

GCC 43.1.4	The Appointing Authority for the Adjudicator is: <b>The United Nations Commission on International Trade Law (UNCITRAL)</b>
GCC 43.2.3	<p>If the Supplier is from outside the Purchaser's Country arbitration proceedings shall be conducted in accordance with the rules of arbitration of <i>the International Chamber of Commerce (ICC), Paris</i>.</p> <p>These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract.</p> <p>If the Supplier is a national of the Purchaser's Country, any dispute between the Purchaser and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of the Purchaser's country.</p>

## J. CYBER SECURITY

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### Cyber Security (GCC Clause 44)

GCC 44.1	Cyber Security <i>applies</i>
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## SECTION XI - CONTRACT FORMS

### Notes to the Purchaser on preparing the Contract Forms

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**Performance Security:** Pursuant to GCC Clause 13.3, the successful Proposer is required to provide the Performance Security within twenty-eight (28) days of notification of Contract award.

**Advance Payment Security:** Pursuant to Clause 13.2, the successful Proposer is required to provide a bank guarantee securing the Advance Payment, if the SCC related to GCC Clause 12.1 provides for an Advance Payment.

**Installation and Operational Acceptance Certificates:** Recommended formats for these certificates are included in this SPD. Unless the Purchaser has good reason to require procedures that differ from those recommended, or to require different wording in the certificates, the procedures and forms shall be included unchanged. If the Purchaser wishes to amend the recommended procedures and/or certificates, it may propose alternatives for the approval of the World Bank before release of the request for proposals document to potential Proposers.

**Change Order Procedures and Forms:** Similar to the Installation and Operational Acceptance Certificates, the Change Estimate Proposal, Estimate Acceptance, Change Proposal, Change Order, and related Forms should be included in the request for proposals document unaltered. If the Purchaser wishes to amend the recommended procedures and/or certificates, it may propose alternatives for the approval of the World Bank before release of the request for proposals document.

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

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The following forms are to be completed and submitted by the successful Proposer following receipt of the Letter of Acceptance from the Purchaser: (i) Contract Agreement, with all Appendices; (ii) Performance Security; and (iii) Advance Payment Security.

- **Contract Agreement:** In addition to specifying the parties and the Contract Price, the Contract Agreement is where the: (i) Supplier Representative; (ii) if applicable, agreed Adjudicator and his/her compensation; and (iii) the List of Approved Subcontractors are specified. In addition, modifications to the successful Proposer's Proposal Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's Proposal prices to correct errors, adjust the Contract Price to reflect – if applicable - any extensions to Proposal validity beyond the last day of original Proposal validity plus 56 days, etc.
- **Performance Security:** Pursuant to GCC Clause 13.3, the successful Proposer is required to provide the Performance Security in the form

contained in this section of 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

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*[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

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

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFP is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFP No: *[insert RFP reference number from Procurement Plan]*

Date: *[insert Date]*

To: *[insert Name of Proposer]*

This is to notify you that your Proposal dated *[insert Date]* for execution of the *[insert brief description of the Information System]* for the Contract Price in the aggregate of *[insert amount in figures]* (*[insert amount in words]*), as corrected and modified in accordance with the Instructions to Proposers is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with ITP 47.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the request for proposals document.

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

Name and Title of Signatory: *[insert Name and Title]*

Name of Agency: *[insert Purchaser Name]*

Attachment: Contract Agreement

## 1. CONTRACT AGREEMENT

---

THIS CONTRACT AGREEMENT is made

the [ *insert: ordinal number* ] day of [ *insert: month* ], [ *insert: year* ].

BETWEEN

- (1) [ *insert: Name of Purchaser* ], a [ *insert: description of type of legal entity, for example, an agency of the Ministry of . . .* ] of the Government of [ *insert: country of Purchaser* ], or corporation incorporated under the laws of [ *insert: country of Purchaser* ] and having its principal place of business at [ *insert: address of Purchaser* ] (hereinafter called “the Purchaser”), and
- (2) [ *insert: name of Supplier* ], a corporation incorporated under the laws of [ *insert: country of Supplier* ] and having its principal place of business at [ *insert: address of Supplier* ] (hereinafter called “the Supplier”).

WHEREAS the Purchaser desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following Information System [ *insert: brief description of the Information System* ] (“the System”), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

- |                    |  |
|--------------------|--|
| Article 1.         | 1.1 Contract Documents (Reference GCC Clause 1.1 (a) (ii))   |
| Contract Documents | <p>The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:</p> <ol style="list-style-type: none"> <li>(a) This Contract Agreement and the Appendices attached to the Contract Agreement</li> <li>(b) Special Conditions of Contract</li> <li>(c) General Conditions of Contract</li> <li>(d) Technical Requirements (including Implementation Schedule)</li> <li>(e) The Supplier’s proposal and original Price Schedules</li> <li>(f) Code of Conduct for Supplier’s Personnel</li> </ol> |

(g) [ *Add here: any other documents* ]

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1 above.

1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2.

Contract Price and  
Terms of Payment

2.1 Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11)

The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of: [ *insert: amount of foreign currency A in words* ], [ *insert: amount in figures* ], plus [ *insert: amount of foreign currency B in words* ], [ *insert: amount in figures* ], plus [ *insert: amount of foreign currency C in words* ], [ *insert: amount in figures* ], [ *insert: amount of local currency in words* ], [ *insert: amount in figures* ], as specified in the Grand Summary Price Schedule.

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified.

Article 3.

Effective Date for  
Determining Time  
for Operational  
Acceptance

3.1 Effective Date (Reference GCC Clause 1.1 (e) (ix))

The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;
- (b) The Supplier has submitted to the Purchaser the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause 13.3;
- (c) The Purchaser has paid the Supplier the advance payment, in accordance with GCC Clause 12;

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

Article 4.

- 4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

Appendixes

- 4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES

- Appendix 1. Supplier's Representative
- Appendix 2. Adjudicator [*if there is no Adjudicator, state "not applicable"*]
- Appendix 3. List of Approved Subcontractors
- Appendix 4. Categories of Software
- Appendix 5. Custom Materials
- Appendix 6. Revised Price Schedules (if any)
- Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser

Signed:

in the capacity of [ *insert: title or other appropriate designation* ]

in the presence of

For and on behalf of the Supplier

Signed:

in the capacity of [ *insert: title or other appropriate designation* ]

in the presence of

CONTRACT AGREEMENT

dated the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ]

BETWEEN

[ *insert: name of Purchaser* ], “the Purchaser”

and

[ *insert: name of Supplier* ], “the Supplier”

## Appendix 1. Supplier's Representative

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

Name: *[ insert: name and provide title and address further below, or state "to be nominated within fourteen (14) days of the Effective Date" ]*

Title: *[ if appropriate, insert: title ]*

In accordance with GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative: *[ as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses. ]*

Fallback address of the Supplier: *[ as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses. ]*

## Appendix 2. Adjudicator

In accordance with GCC Clause 1.1 (b) (vi), the agreed-upon Adjudicator is:

Name: [ *insert: name* ]

Title: [ *insert: title* ]

Address: [ *insert: postal address* ]

Telephone: [ *insert: telephone* ]

In accordance with GCC Clause 43.1.3, the agreed-upon fees and reimbursable expenses are:

Hourly Fees: [ *insert: hourly fees* ]

Reimbursable Expenses: [ *list: reimbursables* ]

Pursuant to GCC Clause 43.1.4, if at the time of Contract signing, agreement has not been reached between the Purchaser and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

### Appendix 3. List of Approved Subcontractors

The Purchaser has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the Purchaser of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Purchaser reasonable time for review. In accordance with GCC Clause 20.1, the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Purchaser and their names have been added to this list of Approved Subcontractors, subject to GCC Clause 20.3.

*[ specify: item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its proposal and that the Purchaser approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary. ]*

Item	Approved Subcontractors	Place of Registration

## 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.

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

## Appendix 5. Custom Materials

The follow table specifies the Custom Materials the Supplier will provide under the Contract.

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

## **Appendix 6. Revised Price Schedules**

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Proposal. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's proposal price, pursuant to the ITP Clauses 30.3 and 38.2.

## **Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments**

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

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

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## 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)<sup>1</sup> in figures and words**]* such sum being payable in the types and proportions of currencies which the Contract Price is payable upon receipt by us of the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the contract without the Beneficiary needing to prove or to show grounds or reasons for their demand or the sum specified therein.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: **amount(s)<sup>1</sup> in figures and words**]*. This remaining guarantee shall expire no later than *[insert: **number and select: of months/of years** (of the Warranty Period that needs to be covered by the remaining*

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<sup>1</sup> The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

*guarantee*)] from the date of the Operational Acceptance Certificate for the System,<sup>1</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under 15 (a) is hereby excluded.

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*[Signature(s)]*

*[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]*

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<sup>1</sup> *In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.*

## 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]*)<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been

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<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

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 ninety (90) 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.

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*[signature(s)]*

*[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]*

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### **3. INSTALLATION AND ACCEPTANCE CERTIFICATES**

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

## 4. CHANGE ORDER PROCEDURES AND FORMS

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Date: [ *insert: date* ]

Loan/Credit Number: [ *insert: loan or credit number from RFP* ]

RFP: [ *insert: title and number of RFP* ]

Contract: [ *insert: name or System or Subsystem and number of Contract* ]

### General

This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause 39 (Changes to the System) of the Contract.

### Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Purchaser.

### References to Changes

- (1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.
- (2) Change Estimate Proposals shall be numbered CN-nnn.
- (3) Estimate Acceptances shall be numbered CA-nnn.
- (4) Change Proposals shall be numbered CP-nnn.
- (5) Change Orders shall be numbered CO-nnn.

On all forms, the numbering shall be determined by the original CR-nnn.

### Annexes

- 4.1 Request for Change Proposal Form
- 4.2 Change Estimate Proposal Form
- 4.3 Estimate Acceptance Form
- 4.4 Change Proposal Form
- 4.5 Change Order Form
- 4.6 Application for Change Proposal Form

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

## 4.4 Change Proposal Form

(Supplier's Letterhead)

Date: [ insert: **date** ]

Loan/Credit Number: [ insert: **loan or credit number from RFP** ]

RFP: [ insert: **title and number of RFP** ]

Contract: [ insert: **name of System or Subsystem and number of Contract** ]

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

Attention: [ insert: **name and title** ]

Dear Sir or Madam:

In response to your Request for Change Proposal No. [ insert: **number** ], we hereby submit our proposal as follows:

1. Title of Change: [ insert: **name** ]
2. Change Proposal No./Rev.: [ insert: **proposal number/revision** ]
3. Originator of Change: [ select: **Purchaser / Supplier**; and add: **name** ]
4. Brief Description of Change: [ insert: **description** ]
5. Reasons for Change: [ insert: **reason** ]
6. The System Subsystem, major component, or equipment that will be affected by the requested Change: [ insert: **description** ]
7. Technical documents and/or drawings for the requested Change:
 

Document or Drawing No.	Description
8. Estimate of the increase/decrease to the Contract Price resulting from the proposed Change: [ insert: **amount in currencies of Contract** ], as detailed below in the breakdown of prices, rates, and quantities.
 

Total lump sum cost of the Change:

Cost to prepare this Change Proposal (i.e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):
9. Additional Time for Achieving Operational Acceptance required due to the Change: [ insert: **amount in days / weeks** ]

10. Effect on the Functional Guarantees: *[ insert: **description** ]*
11. Effect on the other terms and conditions of the Contract: *[ insert: **description** ]*
12. Validity of this Proposal: for a period of *[ insert: **number** ]* days after receipt of this Proposal by the Purchaser
13. Procedures to be followed:
  - (a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within *[ insert: **number** ]* days from your receipt of this Proposal.
  - (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed:

Date:

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



For and on behalf of the Supplier

Signed: \_\_\_\_\_

Date: [ insert **date** ]

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

## 4.6 Application for Change Proposal Form

(Supplier's Letterhead)

Date: [ insert: **date** ]

Loan/Credit Number: [ insert: **loan or credit number from RFP** ]

RFP: [ insert: **title and number of RFP** ]

Contract: [ insert: **name of System or Subsystem and number of Contract** ]

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

Attention: [ insert: **name and title** ]

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as a Change to the System.

1. Title of Change: [ insert: **name** ]
2. Application for Change Proposal No./Rev.: [ insert: **number / revision** ] dated: [ insert: **date** ]
3. Brief Description of Change: [ insert: **description** ]
4. Reasons for Change: [ insert: **description** ]
5. Order of Magnitude Estimation: [ insert: **amount in currencies of the Contract** ]
6. Schedule Impact of Change: [ insert: **description** ]
7. Effect on Functional Guarantees, if any: [ insert: **description** ]
8. Appendix: [ insert: **titles (if any); otherwise state "none"** ]

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [ state: **"Supplier's Representative"** or specify a higher level authority in the Supplier's organization ]

## ANNEXES

### 9. Post-Implementation Support and Service Level Agreements (SLAs)

Following the go-live of each service or service cluster, the selected vendor will be required to provide **robust, well-documented, and SLA-bound support** to ensure operational stability, responsiveness to end-user issues, and continuous performance of the ZamPortal platform and its components.

Post-implementation support is considered an **integral part of the contract**, and performance in this phase will influence final project closure, satisfaction ratings from MDAs, and potential extensions or future work.

#### 9.1 Support Duration and Transition Timeline

The vendor shall provide post-implementation support under two distinct timeframes:

1. **Hypercare Phase (Initial 3 months post-Go-Live)**
  - Immediate hands-on support for issues, configuration fixes, and user guidance
  - Daily availability of core technical team members
  - Direct coordination with MDA liaisons and SZI PMU
  - Daily logs and weekly progress reports on post-go-live incidents
2. **Warranty and Extended Support Phase (Months 4–12 post-Go-Live)**
  - Maintenance of all services and configurations
  - Resolution of bugs, performance issues, or minor enhancement requests
  - Ticketing and escalation handling as per SLA structure
  - Continuous system monitoring and monthly performance reports

The transition from hypercare to extended support must be documented through a formal **handover and readiness report**, approved by SZI and the respective MDA.

#### 9.2 Support Scope

The post-implementation support shall cover the following domains:

## 2. Functional Support

- Correction of any deviations from the validated and signed-off service logic
- Assistance with application errors or unexpected behaviour
- Minor modifications to workflows or forms (non-structural)
- Reconfiguration of reports or dashboards within previously defined templates

## 3. Technical Support

- Troubleshooting of integration errors with GSB platforms (ZamPass, ZamPay, ZamSign, ZamConnect, NDR)
- Diagnosis and resolution of server-side or container-related issues
- Performance tuning and cache management
- Application log review and interpretation

## 4. User and Admin Support

- Resetting access controls or permissions (based on MDA request)
- Support with onboarding new users or roles
- Re-training or guidance on new features or updated workflows

## 5. Infrastructure Support (if applicable)

- Container management, job scheduling, and log rotation
- Certificate renewal and token refresh
- Troubleshooting network latency or timeouts

### 9.3 Support Channels and Availability

The vendor shall provide a **multi-channel support model** that includes:

- A dedicated support email address (monitored during support hours)
- A ticketing/helpdesk system with unique ticket IDs, status updates, and audit logs
- Direct phone contact for critical issues
- Optionally, integration with the Government's centralized helpdesk (if available)

Support must be provided at a minimum during **Zambia business hours (08:00–17:00 CAT, Monday–Friday)**. For critical issues, **after-hours and weekend escalation channels must be documented and operational**.

## 9.4 Support Team Composition

The vendor must assign a **dedicated post-go-live support team**, including:

- **Support Lead** (primary interface with SZI and MDAs)
- **Functional Analyst**
- **Integration Specialist**
- **Backend Engineer**
- **UI/UX or Frontend Developer**
- **System Administrator / DevOps (if infrastructure support is included)**

A **rotational plan** or **on-call calendar** must be submitted, showing resource availability over the full 12-month support term.

## 9.5 Service Level Agreement (SLA) Matrix

The following table outlines the minimum required response and resolution times based on severity classification:

Severity Level	Description	Response Time	Resolution Time	Escalation Time
<b>Critical (P1)</b>	System/service is down or inaccessible; major public impact or security breach	≤ 30 min	≤ 4 hours	2 hours
<b>High (P2)</b>	Major functionality failing; no workaround available	≤ 1 hour	≤ 8 hours	4 hours
<b>Medium (P3)</b>	Functionality impaired; workaround exists	≤ 4 hours	≤ 3 business days	2 days
<b>Low (P4)</b>	Cosmetic issues, user queries, or suggestions	≤ 1 business day	≤ 7 business days	5 days

The vendor must report monthly on compliance with SLA targets, including:

- Total tickets per severity

- SLA breaches and reasons
- Average response and resolution times
- Root cause analysis for major incidents

## 9.6 Escalation Management

Each ticket must be tracked via a **ticketing system**, assigned a severity, and linked to an escalation path. The vendor must provide a formal **Escalation Matrix**, including:

Escalation Level	Designation	Time Trigger
Level 1	Support Lead	At ticket logging
Level 2	Technical Delivery Manager	If unresolved beyond 50% of SLA time
Level 3	Project Manager	If breach is imminent or SLA is violated
Level 4	Executive Sponsor / Vendor Director	For repeated failures or systemic incidents

SZI reserves the right to impose **penalties or withhold milestone payments** if SLAs are repeatedly breached without justification.

## 9.7 Preventive Maintenance and Updates

In addition to incident response, the vendor must:

- Apply patches or version upgrades to components if applicable
- Perform routine health checks and submit performance reports
- Propose preventive changes to improve performance or security
- Validate configuration integrity after critical updates

All such interventions must be documented and approved via a **Maintenance Request Form**, and follow defined **downtime procedures and user notification protocols**.

## 9.8 Exit Strategy and Handover

At the end of the support term, the vendor shall submit a **comprehensive handover package**, including:

- Final support logs and SLA summaries
- Updated user and admin manuals (post-modifications)
- Source code and configuration repositories
- Final database dump or export (as applicable)
- Knowledge transfer sessions with SZI technical staff

The vendor must ensure a **seamless transition** to SZI internal teams or another contracted support provider.

The following annexes form an integral part of this RFP. All project implementers are required to review, complete, and include the relevant annexes in their proposal submission. Failure to do so may result in disqualification or technical non-compliance.

## 10. Functional and Technical Compliance Matrix

Project implementers must complete a detailed compliance matrix aligned with the specifications described in this RFP.

This matrix must be signed by the project implementer's authorised representative.

### Compliance Matrix Checklist

#### 10.1 General Requirements

Req.	Requirement Description	Compliance (YES /NO)	Comment
1.	The solution should be web based, fully responsive and cross platform supporting all main browsers IE, Chrome, Firefox, Safari...and including all required features.		
2.	Simple, easy to use unified user interface for all modules.		
3.	The solution should provide an intuitive user interface.		
4.	The proposed solution should be a ready-made solution (Not build from scratch) allowing customization & configurations if needed.		
5.	The solution should be flexible and scalable allowing any customization needed and		

	supporting an increasing number of resources.		
<b>6.</b>	Supports easy customization of templates by the administrators through the administration interface.		
<b>7.</b>	The administration module should include a built-in menu management system and form generator for application customization and expansion.		
<b>8.</b>	The solution must have comprehensive security features that forbid unauthorized access to vital system resources.		
<b>9.</b>	The system must have the ability to activate and deactivate a user account without the need re-define his security profile.		
<b>10.</b>	The solution should support multiple languages.		
<b>11.</b>	The solution should have a modular design and infrastructure.		
<b>12.</b>	The system should support Single-Sign-on (SSO).		
<b>13.</b>	The system must support barcode numbers and labels.		

<b>14.</b>	The solution must provide an advanced search capability with a wide array of search types such as folder search, content search and search within results.		
<b>15.</b>	Users shall be able to build their personalized search queries and save them for later usage.		
<b>16.</b>	The solution must be provided by an international vendor and must not be locally developed.		
<b>17.</b>	The system should have local support from the certified local company and international support from the manufacturer. The manufacturer should also provide committed and close support at the region.		
<b>18.</b>	The user should be able to choose the colors of the system interface from a set of templates.		
<b>19.</b>	The system should support working offline.		
<b>20.</b>	The system should be able to work with any database type.		
<b>21.</b>	The solution should include and support for international calendars		

<b>22.</b>	The system should support automatic organizational structure creation, for example (the entity and its branches, departments and divisions).		
<b>23.</b>	The solution must include an advanced administration console allowing the control of different system parameters and functions and the creation and management of various users, user groups/roles.		
<b>24.</b>	Vendor should define the Backup and Restore procedures of the implemented solution along with the relevant documentation.		
<b>25.</b>	The project implementer should perform a system check and testing for all the system components including Security and Penetration Testing.		
<b>26.</b>	Secure encryption should be applicable for the system and the database.		
<b>27.</b>	The solution should support any operating system.		
<b>28.</b>	The project implementer should provide a “training program” in order to transfer the knowledge		

	and Know-how to the technical users and administrators.		
<b>29.</b>	The project implementer must provide maintenance and support services for all of the solution components.		
<b>30.</b>	The project implementer must provide full documentation. (user guide, admin guide, technical documentation, training material)		

## 10.2 Workflow Management System Requirements

<b>Req.</b>	<b>Requirement Description</b>	<b>Compliance (YES /NO)</b>	<b>Comment</b>
<b>General</b>			
<b>1.</b>	<p>The solution must enhance business performance, reduce cycle time and improve productivity while offering standard functions such as:</p> <p>Managing the processing of applications.</p> <p>Circulating applications from one actor to another via baskets.</p> <p>Ensuring traceability of actions performed on the applications.</p>		

	<p>Managing the activities and distributing the load when necessary.</p> <p>Managing alerts in case of overload.</p>		
2.	The system should be fully web-enabled. All modules, components and functions and end user client navigation must be web based.		
3.	<p>The workflow solution must offer the following features as standard:</p> <ul style="list-style-type: none"> <li>• Process requests,</li> <li>• Circulate a participant's requests to someone else using baskets, while controlling actions,</li> <li>• Track actions and time spent on them,</li> <li>• Monitor activity and redistribute the workload if necessary,</li> <li>• Handle alerts in case of overload,</li> <li>• Put requests on hold,</li> <li>• Merge requests.</li> </ul>		
4.	<p>The solution must cover:</p> <ul style="list-style-type: none"> <li>• Setting up request fulfillment processes for</li> </ul>		

	<p>documents from different sources,</p> <ul style="list-style-type: none"> <li>• Defining the participants and roles who will be involved in the different request handling processes,</li> <li>• Defining process baskets enabling participants to work on content assigned to them,</li> <li>• Monitoring workloads, with alert mechanisms in case of overload,</li> <li>• Redistributing the workload, in order to handle seasonal variations or to reorganize overloaded distribution circuits</li> <li>• Monitoring processing times, with alerts if allocated deadlines are not met.</li> </ul>		
<b>5.</b>	The solution must allow users to create, update, search, view and process requests with their associated documents.		
<b>6.</b>	The users must be able to submit their request using a certain form on		

	the web and then, the request must be sent to the different participants in the enterprise for processing in accordance with a lifecycle defined in a workflow.		
7.	<p>The solution must handle:</p> <ul style="list-style-type: none"> <li>• Display of a request's progress in the associated process diagram,</li> <li>• Entry of notes on requests. Notes are either confidential or accessible, depending on role,</li> <li>• Automatic filing of the documents associated with a request in configurable filing plans,</li> <li>• Access to process baskets from an EDM interface,</li> <li>• PDF export of search results with all documents, with or without the associated descriptive records.</li> </ul>		
8.	<p>The solution must present many benefits including:</p> <p>Flexibility</p>		

	<p>A wizard driven interface allowing administrators to easily setup, test and deploy complex workflows.</p> <p>Short implementation time.</p> <p>Increased productivity.</p> <p>Immediate cost savings.</p> <p>ROI in less than 1 year.</p> <p>Complete overview of the operations through advanced reports.</p> <p>Powerful monitoring features allowing:</p> <p>Managers to optimize and reallocate workload.</p> <p>Executives to be notified of KPI.</p>		
<b>9.</b>	<p>The users must follow a simple methodology to create and develop a case:</p> <ul style="list-style-type: none"> <li>- Analysis</li> <li>- Modeling</li> <li>- Security</li> <li>- Case Definition</li> <li>- Automation</li> </ul>		
<b>10.</b>	<p>The solution must have at least the below 3 components:</p> <ul style="list-style-type: none"> <li>- Orchestration Engine</li> </ul>		

	<ul style="list-style-type: none"> <li>- Business Modeler</li> <li>- Client Portal</li> </ul>		
<b>Orchestration Engine</b>			
<b>11.</b>	The Orchestration engine should be able to manage and monitors the state of activities in a workflow		
<b>12.</b>	The Orchestration engine should be able to invoke the workflow components to accomplish the desired outcome.		
<b>13.</b>	The orchestrator should be able to invoke the right process at the right time to ensure that the process is successfully executed		
<b>14.</b>	The Orchestration Engine should be able to handle Business Rules based on the workflow attributes or custom conditions to customize the workflow execution as per the business cycle of the organization		
<b>15.</b>	The Orchestration Engine should be able to handle parallel or sequential execution or the workflow activities		
<b>16.</b>	The Orchestration Engine should be integrated with organizational chart to be able to properly identity the		

	task owners as assigned in the business modeler		
<b>17.</b>	The Orchestration Engine should be able to execute custom scripts defined in one or more activities in the workflows		
<b>18.</b>	The Orchestration Engine should be able to execute custom scripts based on custom attributes defined in each activity of the workflow		
<b>19.</b>	The Orchestration engine should be able to handle recurring tasks, triggers and related notifications		
<b>20.</b>	The Orchestration engine should be able to handle sub workflows, allowing a workflow to be triggered from within another workflow		
<b>21.</b>	The Orchestration engine should be able to handle Due Dates and SLAs with escalations		
<b>22.</b>	The Orchestration engine should be able to execute code libraries within the workflow context		
<b>23.</b>	The Orchestration engine should be able to pass context from one task to another in case of a complex workflow		

<b>24.</b>	The Orchestration engine should be able to store data as needed in the workflow context or related schedulers		
<b>25.</b>	The solution should allow users to run a workflow at a specific date and time or regularly over a period of time.		
<b>26.</b>	The solution should provide the user with the ability to schedule a workflow to run continuously, repeat at a given time or interval, or start manually		
<b>27.</b>	The solution should facilitates recurring or regular execution based on a schedule determined by the authorized users.		
<b>28.</b>	The solution must include an advanced case tracker offering end-users to ability to view the flowchart of a currently executed workflow instance.		
<b>29.</b>	The solution must allow users to view the history of any action executed related to a selected case.		
<b>30.</b>	The solution should has an embedded exception handling module applied on the system's components.		

31.	The Orchestration engine should provide REST APIs allowing it to integrate with any external system		
<b>Business modeler</b>			
32.	The solution must allow case modeling through a state-of-the-art business modeler which is a graphical application, dedicated to business users.		
33.	The business modeler should provide an intuitive interface for the modeling of corporate processes without requiring any technical know-how.		
34.	The solution should allow the user to same workflows as templates, define new custom templates or Modify an existing template		
35.	<p>The Business Modeler should provide at least the below activities:</p> <ul style="list-style-type: none"> <li>- Start Activity</li> <li>- Waiting Activity</li> <li>- Code Activity</li> <li>- Task Activity</li> <li>- Workflow Activity</li> <li>- Email Activity</li> <li>- Web Services Activity</li> </ul>		

	- End Activity		
<b>36.</b>	Activities can be assigned to a user or a user role (HR manager, Finance Director...) to avoid assigning a task to a specific user id or even to a department or group of users		
<b>37.</b>	The Business Modeler should provide at least the definition of custom code activities		
<b>38.</b>	The Business Modeler should provide a graphical tool to define branching at various points as the result of a response made by a participant.		
<b>39.</b>	The Business Modeler should support split/fork to start the branching and a join to bring the work back into a single path at the end of all routes.		
<b>40.</b>	The business modeler must provide an intuitive form to fill the attribute of each activity: name, description, conditions before an activity is satisfied, duration of an activity, constraints...		
<b>41.</b>	The Form Builder should provide WYSIWYG functionality enabling		

	user to design a form by drag and drop of components		
<b>42.</b>	The Form Builder should provide custom component enabling user to manage different type of data such as text, numbers, dates,...		
<b>43.</b>	The Form Builder should provide pre-formatted components enabling user to defined custom data formatting such as currency symbols, phone numbers, ....		
<b>44.</b>	The Form Builder should provide layout components enabling user to design the layout of the form and easily position components providing a rich user experience		
<b>45.</b>	<p>The components should provide a set of properties to enabling the user to configure the below functionality without scripting:</p> <ul style="list-style-type: none"> <li>- Mark a filed as mandatory or optional</li> <li>- Mark A field as Read Only</li> <li>- Show or Hide a filed based on the value of other fields</li> </ul>		

46.	The components should provide validation enabling user to define validation rules without coding		
47.	The business modeler should allow the user to easily define formulas on attributes enabling data to be calculated based on the values of other attributes		
48.	The business modeler should allow the user to create dynamic fields connecting to a database or dataset to fill it.		
49.	The scheduler menu should be available in the Designer allowing the authorized user to determine a schedule for any workflow		
50.	The business modeler should provide security features enabling the definition of access rights on workflows level or form components level		
51.	The business modeler should provide an easy to use multilingual support enabling user to easily defining captions in multiple languages		
<b>Workflow management</b>			
52.	The solution should provide descriptive metadata (title, abstract,		

	author, keywords...) and administrative metadata (type, permissions, when and how it was created...).		
<b>53.</b>	The solution should provide an advanced workflow versioning and revisioning module		
<b>54.</b>	The system should create a version that will be considered as the original one. Once the workflow is opened and edited, a new version will automatically be created.		
<b>55.</b>	If the workflow has running instances, the system will immediately ask to create a new version; when a new version is created the running instances will keep following the previous version.		
<b>56.</b>	The solution should provide check-in/check-out capability. When enabled, authorized users will not be able to apply any modifications to any workflow prior to checking it out.		
<b>57.</b>	When a workflow is checked in by the editor will publish it as a new version on the system, allowing other users to see the changes.		

<b>58.</b>	If a document is checked out by mistake, the user should be able to undo the operation.		
<b>59.</b>	The current version of the workflow should remain available for execution while the checked-out version is modified		
<b>60.</b>	The solution should provide a rollback feature in the version history page allows a workflow to go back to a previous version.		
<b>61.</b>	The business modeler should be multi-lingual		
<b>Admin Console</b>			
<b>62.</b>	The solution should provide an advanced administration console providing configuration options for IT or System Administrators including user management		
<b>63.</b>	The admin console should enable system administrator to check the running instances and in case of errors, stop a running instance		
<b>64.</b>	The solution should provide an alert and notification engine that is configured to proactively notify users based on triggers, actions, modifications and more.		

<b>65.</b>	The solution should be able to send automated notifications based on predefined rules.		
<b>66.</b>	The solution should include Audit Trail capabilities, providing a complete history or log of any activity being performed on the system		
<b>67.</b>	The solution should allow authorized users to view, enable and disable the auditing activity.		
<b>68.</b>	<p>The Audit Trail captures:</p> <ul style="list-style-type: none"> <li>- User identification</li> <li>- Type of event</li> <li>- Date and time</li> <li>- Success or failure indication</li> <li>- Origination of event</li> <li>- Affected data</li> <li>- Before and after values for a transaction</li> </ul>		
<b>69.</b>	<p>The Log should also includes security &amp; user administration activity logging that captures:</p> <ul style="list-style-type: none"> <li>- Last login date/time for all users</li> </ul>		

	<ul style="list-style-type: none"> <li>- All actions taken by any user with administrative privileges.</li> <li>- Access to all audit trails</li> <li>- Invalid logical access attempts</li> <li>- Initialization of the audit logs</li> <li>- Creation and deletion of system-level objects</li> </ul>		
<b>70.</b>	The admin module should be multi-lingual		
<b>71.</b>	<p>The admin console should provide at least the below reports:</p> <ul style="list-style-type: none"> <li>- Overall completion time</li> <li>- Completion time for each step in the workflow</li> <li>- Wait time for each step and cumulative wait time for the entire workflow.</li> <li>- Work in progress</li> <li>- Overall workload for a given user, user group or workflow</li> <li>- Delayed instances</li> </ul>		
<b>Client Portal</b>			

<b>72.</b>	The solution should provide a portal with a friendly user interface that can be accessed from Laptops, PCs, and Mobile devices		
<b>73.</b>	<p>The portal should be built The model is built around a “Customer-Focus” Concept with proper guidelines available under four Components, namely:</p> <ul style="list-style-type: none"> <li>- Accessibility</li> <li>- Usability &amp; Design</li> <li>- Content</li> <li>- Policies</li> </ul>		
<b>74.</b>	The portal should have secure login functionalities		
<b>75.</b>	The logged user should be able to see the list of personal assignments (tasks), and, according to the roles and task dependencies, be able to view or edit the task.		
<b>76.</b>	The logged user should also be able to see whether another user is currently assessing the application and which users have been previously working on the same application.		
<b>77.</b>	The client portal should be multi-lingual		

<b>78.</b>	The portal should include a user inbox that provides a rich graphical interface to display information about the available tasks, select and view the related information.		
<b>79.</b>	The inbox should have a filter section enabling the user to search for a specific task in his inbox using a variety of search criteria.		
<b>80.</b>	The client portal client portal should supports full flexibility of task management including:  Create, edit and delete a task.  Assign and reassign a task to a relevant user.		
<b>81.</b>	The client portal should support sending automated notifications based on predefined rules.		
<b>82.</b>	The client portal interface should provide an intuitive user experience to execute the workflows.		
<b>83.</b>	The client portal should include a built-in universal image viewer, allowing any type of images or document to open, without having to install the native software on the client's machine.		

<b>84.</b>	The client portal should provide an embedded workflow visual tracker that has the ability to view the process status and history and track the full lifecycle of the workflow		
<b>85.</b>	This visual tracker should display the status, time, and if required, the escalation, and delegation, and all the actions and details that were made by users at each level.		
<b>86.</b>	This visual tracker should display colorful representation of different status		
<b>87.</b>	The client portal should allow users to delegate their tasks and authorities to another user during a specific period of time.		
<b>88.</b>	The delegation can be on all tasks to another user or only for specific tasks by type, for a period of time		
<b>89.</b>	The client portal should has a powerful search engine and a search interface that crawls through task properties and content.		
<b>90.</b>	<p>The search should provide advanced search functionalities that include:</p> <ul style="list-style-type: none"> <li>- Search by Meta-data</li> <li>- Advanced Search</li> </ul>		

	- Previous and Saved Search		
<b>Security</b>			
<b>91.</b>	The solution should have content security and encryption are an embedded which protects the content and reports from unauthorized access and manipulation using the access and permission manager on all levels.		
<b>92.</b>	The solution should serve all its data over an encrypted connection and using secure protocol.		
<b>93.</b>	<p>The solution should also provide a 360° business security that covers all layers from UI to the database:</p> <ul style="list-style-type: none"> <li>- Blackout Annotation enforcing security on a zone in the form.</li> <li>- Watermark to prevent any leaking (visible and non-visible)</li> <li>- Quick Response Tag (QR) holding the logged user, laptop IP, and timestamp.</li> <li>- Electronic Stamp to ensure the integrity</li> </ul>		

<b>94.</b>	The solution should support supporting regulatory compliance such as GDPR		
<b>95.</b>	The solution should provide and advanced encryption and multi-factor authentication capabilities providing high degree of confidence, security and safety of sensitive business information.		
<b>Monitoring</b>			
<b>96.</b>	The solution must include different options for configuring and displaying statistics.		
<b>97.</b>	The user must be able to add, modify or run a set of statistics defined to the system.		
<b>98.</b>	The user must be able to enable tracking by configuring a scheduled task and enabling several basket management options		

### Digital Signature Requirements

<b>Req.</b>	<b>Requirement Description</b>	<b>Compliance (YES / NO)</b>	<b>Comment</b>
<b>1.</b>	The Solution must embed a functionality allowing privileged users to apply digital signatures		

	to inspection reports to ensure their authenticity.		
2.	Privileged users must be able to apply their signatures in a simple drag and drop action.		
3.	Allow Signing using predefined locations.		
4.	Allow signing more than once on the same document.		
5.	Allow defining more than one signature to the same user.		
6.	Allow Signing using signing pads.		
7.	Signature should be Digital Signature not annotation.		

### Identity and Access Management Requirements

Req.	Requirement Description	Compliance (YES /NO)	Comment
1.	The Solution must comprise a unified access management console to all Content Services Applications.		

2.	The Solution must allow to automatically create and manage user accounts, groups, organizational units, and others.		
3.	The Solution must allow to synchronize identity against several databases ensuring identity data are always up to date.		
4.	The Solution must allow to automate access requests workflows and approvals.		
5.	The Solution must allow to define user roles and rights in one centralized system for all business applications.		
6.	The Solution must allow to provide password management functionalities.		
7.	The Solution must allow to maintain audit trails related to users and access controls across the organization.		

<b>8.</b>	The Solution must allow to centralize the management of organization structure and federate it across.		
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### Dashboards and Reporting Module Requirements

<b>Req.</b>	<b>Requirement Description</b>	<b>Compliance (YES /NO)</b>	<b>Comment</b>
<b>1.</b>	The Solution must embed an advanced reporting engine allowing the configuration and generation of the needed reports, fully customizable and offering an easy-to-use view of process performance.		
<b>2.</b>	The dashboard module should allow users to choose which data to show and how it should be displayed (e.g. bar-chart, speed gauge, bar gauge, etc.)		
<b>3.</b>	A set of standard reports must be natively available in addition to a tool allowing to create tailored reports to fit with the business requirements.		
<b>4.</b>	The module must provide visual and tabular reports on real-time		

	data and performance information.		
5.	The module should support and display SSRS, RDL, and RDLC reports.		
6.	All the commonly used data sources like Microsoft SQL Server, Oracle, OLEDB and ODBC are supported.		
7.	The drag-and-drop report designer application should be supported making it easy for business users to compose reports without any help.		
8.	Reports can be exported to PDF, Word, Excel, CSV, PowerPoint, and HTML formats		

### E-Services Requirements

Req.	Description	Compliance (YES /NO)	Comment
1.	The solution must comprise a request generation process accessible through the website or mobile application.		

<b>2.</b>	The solution must cover a fully responsive user experience layer.		
<b>3.</b>	The request section in the website or mobile app must include different sub-sections based on The Client's services such as: user registration, send request, send inquiries, perform search, submitted requests, check for information...		
<b>4.</b>	The system must integrate with The Client's website and mobile application.		
<b>5.</b>	The citizen shall be able to submit his request online.		
<b>6.</b>	The solution must have a fully featured request processing.		
<b>7.</b>	The solution must support documents viewing and annotating.		
<b>8.</b>	<p>The solution should offer many features:</p> <ul style="list-style-type: none"> <li>• Processing requests,</li> <li>• Circulating a citizen's requests to person in charge using baskets, while controlling actions,</li> </ul>		

	<ul style="list-style-type: none"> <li>• Tracking actions and time spent on them,</li> <li>• Monitoring activity,</li> <li>• Handling alerts,</li> <li>• Putting requests on hold,</li> <li>• Merging requests.</li> </ul>		
<b>9.</b>	Ability to navigate through the webpage easily.		
<b>10.</b>	<p>The solution should be based on different services such as:</p> <ul style="list-style-type: none"> <li>• Requests and document types</li> <li>• Profiles</li> <li>• Workflow</li> <li>• Task baskets</li> <li>• Activity statistics</li> <li>• Folders.</li> </ul>		
<b>11.</b>	The solution must provide advanced search capabilities.		
<b>12.</b>	User should be able to pause a request which is being processed.		
<b>13.</b>	User should be able to merge requests.		

<b>14.</b>	User should be able to reorganize a request's documents, including digitized ones.		
<b>15.</b>	The system should include a forms generation for requests to be managed by admin.		
<b>16.</b>	The solution should handle automatic filing of the documents associated with a request in configurable filing plans.		
<b>17.</b>	The Solution should allow PDF export of search results with all documents, with or without the associated descriptive records.		
<b>18.</b>	The solution should include a business modeler.		
<b>19.</b>	<p>The solution business modeler should allow performing the below activities:</p> <ul style="list-style-type: none"> <li>• Ending and Activity</li> <li>• Holding the execution of a path until a certain date</li> <li>• Coding Activity</li> <li>• Creating a SharePoint task and assigning it to a user</li> <li>• Sending an email to a user.</li> </ul>		
<b>20.</b>	The solution must be multilingual.		

<b>21.</b>	Admin user must be able to access several options for configuring and displaying statistics.		
<b>22.</b>	Admin must be able to monitor statistics.		
<b>23.</b>	Admin must be able to monitor request processing progress.		

### Portal Requirements

#Req. Nb.	Description	Supported (YES /NO)	Vendor Response
<b>General Characteristics</b>			
<b>1.</b>	The solution should be fully web-enabled. All modules, components and functions and end user client navigation must be web based.		
<b>2.</b>	The Solution should be cross platform and supports all main browsers IE, Chrome, Firefox, Safari...		
<b>3.</b>	The Solution should provide native integration with Microsoft Active directory or any other LDAP compliant directory.		

4.	The system should support single sign-on.		
5.	The interface must be user friendly providing accessibility to system functionalities using intuitive menus and actions.		
6.	The solution must be based on parametric lists that can be easily customized from the web interface to respond the business requirements.		
7.	The solution must provide a wide array of visual reports (dashboards) and the ability to filter them.		
8.	The solution should be able to issue alerts (emails, messages) and notifications based on configured rules and criteria.		
9.	Security should be applied on all documents available to users to protect confidential information.		
<b>Technical Requirements</b>			
10.	The portal must provide a section for uploading and sharing News and announcements (with date, title, content, sharing option).		
11.	The portal shall have a help module.		

<b>12.</b>	The system shall have a several informative pages.		
<b>13.</b>	The solution should be able to issue alerts and notifications based on configured rules and criteria.		
<b>14.</b>	The solution must be able to integrate with social media.		
<b>15.</b>	The solution must have comprehensive security features that forbid unauthorized access to vital system resources. Vendors should describe their capability.		
<b>16.</b>	Compatibility with all browsers across all platforms.		
<b>17.</b>	Compatibility with mobile web access technologies for a responsive access to the platform from mobile devices.		
<b>18.</b>	The solution should have a modular design and infrastructure.		
<b>19.</b>	The solution should be scalable to support increasing number of resources and number of users.		
<b>20.</b>	Ability for all portal components to run on well-known, international standard, operating systems.		

<b>21.</b>	The system must integrate with The Client's website and mobile application.		
<b>22.</b>	The solution must support API rest technologies with the ability to connect to any database.		
<b>23.</b>	The portal shall support plug & play web parts / portlets e.g. blogs, polling, calendar, documents sharing, etc.		
<b>24.</b>	The system should support multiple attributes of several and different types (drop down, text field etc.) with validation.		
<b>25.</b>	Ability to assign a configurable content lifecycle event to content types, e.g. active date, expiry date, archive date, delete date etc.		
<b>26.</b>	All actions in the proposed portal must be tracked and logged, allowing authorized users to monitor all actions on the portal (such as view, update, delete, check-in/check-out...).		
<b>27.</b>	<p>The solution shall support at least the following document formats:</p> <ul style="list-style-type: none"> <li>• Multi Page TIFF Images</li> <li>• Single Page TIFF Images</li> <li>• JPEG Images</li> </ul>		

	<ul style="list-style-type: none"> <li>• GIF Images</li> <li>• BMP Images</li> <li>• PNG Images</li> <li>• PDF Documents</li> <li>• Office Files</li> <li>• Video</li> <li>• Zip</li> <li>• Doc</li> <li>• Xls</li> </ul>		
<b>28.</b>	Ability to import content using drag drop to the portal.		
<b>29.</b>	Ability for the system to automatically save content while it is being edited.		
<b>30.</b>	Ability to change the functionality of text editor, for instance to control the range of font types or sizes available to use.		
<b>31.</b>	Ability to display a fully functioning preview of the content item before publishing it.		
<b>32.</b>	Ability to restrict the uploading of certain file by their size.		
<b>33.</b>	Ability to use a rich text editor, which can control common editing and formatting, e.g. spelling and grammar checking, in addition to allowing the user to add images, forms, audio/video files or content from other external sources.		

<b>34.</b>	Ability to associate tags to the content, supporting both pre-defined tags and tags created by other content editors.		
<b>35.</b>	Ability to associate multiple types of metadata to content items, e.g. Free text, multiple entries, lists etc.		
<b>36.</b>	Ability to suggest predefined tags to the content editor.		
<b>37.</b>	Ability to support restricted access to content items based on user type, group or role.		
<b>38.</b>	The solution must support role-based security, e.g. Only authorized users may create/edit/view certain content types.		
<b>39.</b>	Ability to manage multiple editors of a content item, for instance by using content locking (check-out).		
<b>40.</b>	Ability to use customizable workflows to approve new/edited content, e.g. to ensure that export control regulations are upheld.		
<b>41.</b>	Ability to publish content immediately.		

42.	Ability to change the look and feel of a specific region in the web-portal without changing the overall template.		
43.	<p>Privileged users must be able to perform edit actions on registered items such as:</p> <ul style="list-style-type: none"><li>• Download</li><li>• View previous page, View next page</li><li>• Zoom In, Zoom Out, Return to the original size</li><li>• Fit width, Fit Height, Undo, Redo</li><li>• Rotate image clockwise, Rotate image counter clockwise, Rotate image 180 degrees</li><li>• Flip horizontal, Flip vertical, Thumbnails view</li><li>• Apply annotations</li><li>• Apply permissions on the annotations</li><li>• Bring to front/send to back</li><li>• Auto versioning of the edited item (document, image, record, etc.)</li></ul>		

## eOffice Requirements

### Correspondence Management and Tracking System Requirements

Req.	Requirement Description	Compliance (YES /NO)	Comment
<b>General</b>			
•	The system should be fully web-enabled. All modules, components and functions and end user client navigation must be web based.		
•	The Solution should include a VIP portal for the president to access, supporting all main browsers IE, Chrome, Firefox, Safari...and including all required features.		
•	The solution must include a tool allowing users to perform Optical Character Recognition on correspondences (English and Local languages).		
•	The system should provide native integration with Microsoft Active directory or any other LDAP compliant directory.		
•	The interface must be end-user friendly providing accessibility to system functionalities using intuitive menus and actions.		
•	The system must have a web-based administration module for the complete management of the system.		
•	The system must be flexible to easily add additional document types without requiring any Customization.		

•	The system must support out-of-the-box, the entire correspondence lifecycle, from drafting and approval cycles, to task assignment and completion by distributing documents to various channels, to archiving in the content repository.		
•	The Administration module shall support Users/Groups/Role definition and granting access rights to them and set passwords as well as define all system parameters and settings.		
•	The system must support incoming, outgoing and internal correspondence types and must be flexible to easily add additional document types with no code needed.		
•	The system must be based on parametric lists that can be easily customized from the web interface to respond the business requirements.		
•	The system must be able to map the organizational structure of The Client, so that employee privileges can be configured to only transfer a correspondence to his subordinates or forward it to his manager.		
•	The system must provide an address book feature that allows defining different entities' organization structures and adding contacts (internal and external) in their appropriate location in the related organizations.		
•	The system must support the entire correspondence lifecycle, from drafting and approval cycles, to task assignment and completion by distributing documents to various channels, to archiving in the content repository.		
•	The system must provide an intuitive inbox tree to organize the incoming,		

	outgoing and internal correspondences according to their statuses (new, draft, sent...).		
•	The system must have the ability to define and manage sending and transfer rules between branches, departments and units.		
•	Privileged users must be able to apply their signatures in a simple drag and drop action.		
•	The solution should support using signatures and initials.		
•	The proposed solution should allow signing more than once on the same document by the same user or different users.		
•	The proposed solution should allow defining more than one signature to the same user.		
•	The proposed solution should allow signing using signing pads.		
•	Signature should be Digital Signature not annotation.		
•	Allow having more than one signature for the same user.		
•	Pre-defined signatures can be only added by end users and not the admin. It should be added encrypted to the database.		
•	Support signing multiple pages at the same time.		
•	The system must provide a wide array of visual reports (dashboards) and the ability to filter them, such as: <ul style="list-style-type: none"> <li>Correspondences count by status.</li> </ul>		

	<ul style="list-style-type: none"> <li>Average completion duration (days, hours).</li> </ul>		
•	The solution must provide real-time dashboards.		
•	The Dashboard module must provide detailed metrics.		
•	The system must allow task delegation. Delegation can occur automatically if the due date has expired or it can be set manually by the user or the administrator.		
<b>Correspondence Capture</b>			
•	<p>The system must allow the capture of correspondence documents in various formats:</p> <ul style="list-style-type: none"> <li>Scanned paper documents</li> <li>Electronic documents (upload single document or multiple documents).</li> </ul>		
•	The system must allow users to attach additional documents on the original correspondence. Attached documents can be of various types including images, audio, video, Microsoft office, PDF, etc....		
•	The system must allow saving new entries as drafts, to review and update them before sending them to the recipient.		
•	<p>The solution must embed a viewer allowing privileged users to perform edit actions on correspondence images such as:</p> <ul style="list-style-type: none"> <li>Print file.</li> <li>Download file.</li> <li>View previous page.</li> <li>View next page.</li> <li>Zoom In.</li> </ul>		

	<ul style="list-style-type: none"> <li>• Zoom Out.</li> <li>• Return to the original size.</li> <li>• Fit width.</li> <li>• Fit Height.</li> <li>• Undo.</li> <li>• Redo.</li> <li>• Rotates image clockwise.</li> <li>• Rotates image counter clockwise.</li> <li>• Rotates image 180 degrees.</li> <li>• Flip horizontal.</li> <li>• Flip vertical.</li> <li>• Thumbnails view.</li> <li>• Apply annotations to correspondences (text annotations, blackouts, highlighters, stamps, ellipses, rectangles...): <ul style="list-style-type: none"> <li>○ Change annotations properties.</li> <li>○ Apply permissions on the annotations.</li> </ul> </li> <li>• Bring to front/send to back.</li> </ul>		
•	The system viewer must display industry standard images (TIF, JPG, Bitmap and PNG) and documents (Word, Excel, PowerPoint and PDF).		
•	The system must allow the ability to add, update, change and move the annotations on a document.		
<b>Correspondence Indexing</b>			
•	The system must be able to generate a reference number and its corresponding barcode for the different correspondence types. The reference number format should be fully customized based on correspondence criteria.		

•	The system must be able to print the generated barcode and related reference number.		
•	The system must be able to add the generated barcode to the scanned image of the correspondence automatically or manually.		
•	The system must enable users to set priorities on correspondences (normal, medium, urgent)		
•	The system must enable users to set privacy levels on correspondences (normal, confidential, highly confidential).		
•	The system must allow the linking of related correspondences between each other. Linking can be applied by the user or can be applied automatically i.e. in case of an outgoing correspondence in reply to an incoming correspondence.		
•	Users must be able to add comments and notes to a correspondence. Comments can be private or can be public.		
•	The system must support program specific default values for correspondence metadata with the ability to globally change or set attribute values.		
<b>Correspondence Processing</b>			
•	Users must have the ability to lock/unlock correspondences through their inbox interface.		
•	The system should be able to issue alerts (emails, messages) and notifications to users who are late in executing assigned tasks. Alerts can be sent for change of assignments, correspondence updates as well as for outstanding/overdue responses.		

•	The system must allow ad-hoc transfers as well as automated transfers according to assigned privileges.		
•	The authorized user must be able to transfer any correspondence to one or many users within the organization at the same time (single and multiple transfers).		
•	The authorized user must be able to create and assign tasks in response to a correspondence.		
•	While transferring a correspondence, the sender can set the transfer purpose, due date and his comments for the recipient(s).		
•	The system must allow the escalation of a correspondence if its due date has been expired.		
•	The system must support tracking a correspondence and its related transfers visually through an intuitive graphical interface.		
•	All actions in the system must be tracked and logged, allowing super users to monitor all actions on the system.		
•	Correspondences in the user inbox can be filtered using several criteria.		
•	The system should provide standard reports on open/past due/completed correspondences and assignments.		
<b>Correspondence Search</b>			
•	The system must provide simple and advanced search capabilities allowing users to search for a correspondence using a wide array of search criteria including keyword search, searches on user-defined indexes as well as any correspondence attribute.		

•	In addition to correspondences, search results should also include related (linked) correspondences.		
•	Search results must be filtered according to the privileges of the user who is performing the search.		

### Document and Content Management System Requirements

Req.	Requirement Description	Compliance (YES /NO)	Comment
1.	The DMS must allow to capture all incoming content in a mixed manner: automated for bulk ingestion of content and interactive for on-demand capture.		
2.	The DMS must provide a Bulk Import tool to ingest vast amounts of content into Big Data structures in a fast, efficient and standardized manner. Content is imported in batches through high performance import procedures while providing classification and organization of content according to existing classification plans.		
3.	The DMS must provide Data Processing Tools for Segmentation, Conversion and Coding of captured data.		
4.	The solution must include Cabinets allowing users to place electronic documents.		
5.	The authorized user must create, view, and update documents and folders within a cabinet.		

<b>6.</b>	The solution must allow the creation of pre-configured filing plan templates.		
<b>7.</b>	The solution must provide a pattern based reusable filing structure allowing users to create a complete folder structure based on a pre-defined folder definition, on the fly, eliminating the need for manual and repetitive creation of similar folder structures.		
<b>8.</b>	Users must be able to manage document and content types and attributes in the system.		
<b>9.</b>	<p>The DMS must be able to extend in the future (when needed) to support the processing of any complex media files, in other words to be able to:</p> <ul style="list-style-type: none"> <li>○ Provide media Segmentation tools: segmentation must cover the following non-exhaustive list of operations,</li> <li>○ Provide conversion tools: Conversion must provide the various documents of the file in a pseudo-format, easy to handle and exploit by the underlying system,</li> <li>○ Provide ability to extract attributes from text.</li> </ul>		
<b>10.</b>	<p>New documents can be added to the system by</p> <ul style="list-style-type: none"> <li>• A pre-defined template in a specific document cabinet</li> </ul>		

	<ul style="list-style-type: none"> <li>• Scanning documents</li> <li>• Electronic upload</li> <li>• Scanning batches of documents.</li> </ul>		
<b>11.</b>	<p>The system shall support at least the following document formats:</p> <ul style="list-style-type: none"> <li>• Multi Page TIFF Images</li> <li>• Single Page TIFF Images</li> <li>• JPEG Images</li> <li>• GIF Images</li> <li>• BMP Images</li> <li>• PNG Images</li> <li>• PDF Documents</li> <li>• Office Files</li> <li>• Zip</li> <li>• Doc</li> <li>• Xls</li> <li>• Xslx</li> </ul>		
<b>12.</b>	<p>The users must be able to perform several actions on a document such as:</p> <ul style="list-style-type: none"> <li>• Show details</li> <li>• View File Properties</li> <li>• Edit File Properties</li> <li>• Edit Multiple Properties</li> <li>• Cut/Copy and Paste File</li> <li>• Delete File</li> <li>• Check in / Checkout / Undo Checkout</li> <li>• Send By Email</li> <li>• Download</li> <li>• Links</li> <li>• Version History</li> <li>• View File</li> <li>• Add To Favorites</li> </ul>		
<b>13.</b>	<p>The solution must provide an advanced search capability with a wide array of search types such as</p>		

	folder search, content search and search within results.		
<b>14.</b>	Users shall be able to build their personalized search queries and save them for later usage.		
<b>15.</b>	The solution shall support Audit Trail functionality to monitor events of several and different types (such as view, update, delete, check-in/check-out...) on the documents and folders.		
<b>16.</b>	The solution shall support the ability to notify users by email when changes occur to the selected cabinet / folder / document(s).		
<b>17.</b>	The solution shall include document routing capabilities.		
<b>18.</b>	<p>The solution must have a reporting engine providing reports including but not limited to:</p> <ul style="list-style-type: none"> <li>• Annual Growth Report</li> <li>• Content Type Report</li> <li>• User statistical Report</li> <li>• User / Group permission Report.</li> </ul>		
<b>19.</b>	The solution must include user preferences management features allowing user to manage its profile, settings, records management.		
<b>20.</b>	Permissions management shall be performed on specific documents or cabinets to restrict access.		

<b>21.</b>	The administration module should include a built-in menu management system and forms management.		
<b>22.</b>	The solution must include a tool allowing users to perform Optical Character Recognition on images (English and local languages).		
<b>23.</b>	The solution must be able to integrate with a GIS system to link documents to specific locations on a map.		

### Meeting and Task Management Requirements

<b>Req.</b>	<b>Requirement Description</b>	<b>Compliance (YES /NO)</b>	<b>Comment</b>
<b>1.</b>	The meeting management solution must be an advanced digital system allowing organizations to manage their internal meetings by automating them with the ability to capture, index, and send meeting related information in a manageable and organized manner.		
<b>2.</b>	The system home page must provide an analytical dashboard on the meeting frequencies, Room availability, meetings by status, and major activities of the platform.		
<b>3.</b>	The system must allow users to search for Meeting Agendas, Meeting Minutes, using several search criteria (Document Type, Status, Document Sender, Document Recipient,		

	From Date, To Date, Subject, etc.).		
<b>4.</b>	Authorized users should be able to schedule a meeting and invite attendees.		
<b>5.</b>	Authorized users should be able to be send a Meeting invitation for a selection of users, with specific meeting details.		
<b>6.</b>	The meeting management solution must provide an analytical module for Room management, providing a Full overview of all the meeting rooms and related activities.		
<b>7.</b>	Organized meetings can be offline, meeting in a room physically, or virtual having the capability to conference call all members with video\Audio capabilities.		
<b>8.</b>	The system must include a time counter providing the host with time tracking details.		
<b>9.</b>	In the meeting, users must be able to chat, vote, and check the topic materiel.		
<b>10.</b>	The system must offer different in-Meeting Services that can be customized, and updated by the system administrator.		
<b>11.</b>	After each meeting, an auto generated Minutes of Meeting (MOM) must be shared with all attendees digitally.		

<b>12.</b>	The system must allow assigning tasks for the meeting preparation, within the meeting, or after the meeting for follow-ups.		
<b>13.</b>	All contacts, must logged in the solution in an intuitive address book.		
<b>14.</b>	The system must include check out functionality enabling user after making modifications on a document, to lock it.		
<b>15.</b>	The system must provide visual tracking enabling users to track Meeting Agendas, Minutes of Meeting, and other through various stages.		
<b>16.</b>	The system must support Notifications and alerts.		
<b>17.</b>	The meeting Management solution must provide a dynamic dashboard monitoring all aspects of the system from the meetings, attendees, topics, room activities...		
<b>18.</b>	The system must allow users to manage their tasks and tailor their projects flow by providing a central task board.		
<b>19.</b>	The system must allow Task Planning and Task Scheduling.		
<b>20.</b>	The users must be able to create a task and schedule it on multiple days for various purposes.		

<b>21.</b>	Users must be able to sort out tasks on priority.		
<b>22.</b>	The system must help tracking exactly which activities are started, in progress and done with.		
<b>23.</b>	The users must be able to exchange information, share tasks and receive task updates and communicate information on time and with ease.		
<b>24.</b>	The system must allow to keep track of the time for each activity and the user must be able to measure the time spent to do each task.		
<b>25.</b>	The system must allow to keep track of all the financial, human and administrative resources that were used as part of a task / project.		

### Implementation Methodology and Approach

Req.	Requirement Description	Compliance (YES /NO) – project implementer must fill up	Comment
1.	The project implementer must adopt a project management methodology		
2.	The project implementer must describe in details the methodologies adopted.		
3.	<p>A Quality management plan must be proposed and described in details and consisting of the three (3) plans:</p> <ul style="list-style-type: none"> <li>• Organization Plan.</li> <li>• Production Plan.</li> <li>• Delivery Plan.</li> </ul>		
4.	The project implementer must propose a change management plan with bugs and incidents declaration management.		
5.	<p>An integration methodology must be proposed and follow the below phases:</p> <ul style="list-style-type: none"> <li>• Define</li> <li>• Design</li> <li>• Develop</li> <li>• Deploy</li> </ul>		

<b>Req.</b>	<b>Requirement Description</b>	<b>Compliance (YES /NO) – project implementer must fill up</b>	<b>Comment</b>
<b>6.</b>	The project implementer must adopt a Risk Management Plan that is designed to identify a project “Risk” and describe the possible risks and ways to resolve it.		

### Security Requirements

<b>Req.</b>	<b>Description</b>	<b>Compliance (YES /NO)</b>	<b>Comment</b>
<b>1.</b>	The infrastructure of the solution must be fully secure.		
<b>2.</b>	Security should be applied on all correspondence types available to users to protect confidential information.		
<b>3.</b>	The solution must have comprehensive security features that forbid unauthorized access to vital system resources. Vendors should describe their capability.		

<b>4.</b>	The solution must allow to manage security on task baskets and to manage authorizations.		
<b>5.</b>	The system must have the ability to activate and deactivate a user account without the need to re-define his security profile.		
<b>6.</b>	Users must be grouped on security basis, meaning that all the users in one group must have the same security permissions.		
<b>7.</b>	Password policies, including length, complexity and duration of passwords must be enforced by the system.		
<b>8.</b>	Security for the solution must be managed via the associated service and Baskets.		
<b>9.</b>	User must be able to allow or deny security rights explicitly through inheritance.		
<b>10.</b>	Single sign on must be natively supported.		
<b>11.</b>	The solution must include security tags allowing to place special restrictions on documents and folders.		

<b>12.</b>	Security permissions must be controlled centrally or delegated to department heads.		
<b>13.</b>	The system must support SSL for secure communication.		
<b>14.</b>	The system must have a secure recycle bin with administrative control.		
<b>15.</b>	SQL reporting compatibility should be available, to allow users generate audit reports with Microsoft SQL Server Reporting Services.		
<b>16.</b>	The system must have native and third party encryption on the volumes.		
<b>17.</b>	Printouts must include security watermarks for tracking origins.		
<b>18.</b>	The maximum idle time before users are automatically logged out must be configured.		
<b>19.</b>	Storage and security measures must support regulatory compliance.		

<b>20.</b>	Privilege rights controlling administrative functions must be part of the system.		
<b>21.</b>	Feature rights controlling functions like scanning, printing, searching and importing must be part of the system.		
<b>22.</b>	The system's access rights must allow determining the level of access to documents and folders for users or groups.		
<b>23.</b>	Users must be able to generate Web-based audit reports, available as tables or charts.		
<b>24.</b>	Various levels of audit tracking for compliance and accountability must be available.		

### Infrastructure Requirements

Req.	Description	Compliance (YES /NO) – project implementer must fill up	Comment
1.	The proposed solution must be highly available.		
2.	The project implementer must ensure the use of different environments: <ul style="list-style-type: none"> <li>• Production</li> <li>• Staging and testing</li> <li>• Development</li> </ul>		
3.	The solution must use microservices. All microservices should run within Docker.		

### Administration Requirements

#Req. Nb.	Description	Supported (YES /NO)	Vendor Clarification
1.	The Solution must have a web-based administration module for the complete management of the system.		
2.	The Administration module shall support Users/Groups/Role definition and granting access rights to them and set passwords as well as define all system parameters and settings.		
3.	The portal shall support user authentication and easy customization of templates by the administrators through the administration interface.		
4.	Ability to centrally manage the platform using a browser-based graphical user interface.		
5.	Ability for the administrator to define validation rules for content, e.g. restricting the number of characters of a text field.		
6.	Ability for the administrator to unlock or check back in a content item which is currently being edited, and specify rules for how long a content item		

	should remain locked when being edited.		
7.	Ability for the administrator or content owners to index content items by metadata, indexes and tags.		
8.	The administration module should include a built-in menu management system and form generator for application customization and expansion.		
9.	Supports easy customization of templates by the administrators through the administration interface.		
10.	The administrator shall have the ability to create, add, or remove any additional attributes whenever needed.		

### Key Experts Requirements

Req.	Description	Compliance (YES / NO)	Comment
1.	The project implementer must offer a qualified expert team for the completion and successful delivery of this project.		
2.	The project implementer must describe the responsibilities and qualifications of the proposed team members in details.		
3.	The project implementer must describe in details the CVs of the resources proposed for delivering the solution.		
<b>The project implementer must provide the minimum resources listed below and comply with the mentioned requirements:</b>			
<b>Project manager</b>			
4.	PM must be responsible for Project management, including project reporting, project plan updates, change requests, incident requests and weekly progress meeting.		
5.	Project manager must be responsible for specifications management, while ensuring		

	deliverables according to the project specifications and project plan schedule.		
6.	PM must hold a degree in Computer Science or equivalent with a minimum experience of 7+ years in the software field.		
7.	Project implementers must provide detailed CV highlighting past experience and key achievements in a similar environment with credible references.		
<b>Business Analyst</b>			
8.	BA must be responsible for conducting frequent meetings for requirement gathering and responsible for business requirements analysis.		
9.	BA must be responsible for documenting collected requirements as part of the statement of work.		
10.	BA must hold a degree in Computer Science or equivalent with a minimum experience of 7+ years in the IT application and software fields and minimum 5		

	years of relevant experience as business analysis.		
<b>11.</b>	Project implementers must provide detailed CV highlighting past experience and key achievements in a similar environment with credible references.		
<b>Technical Team Leader</b>			
<b>12.</b>	The team leader should lead a team of Software Engineers in the creation of high-quality software within agreed project deadlines.		
<b>13.</b>	TL must be responsible for allocating technical resources when needed.		
<b>14.</b>	TL must be responsible for making important technical decision as he/she is the main technical reference on the project.		
<b>15.</b>	TL must hold a degree in Computer Science or Engineering with a minimum experience of 5+ years in the IT application and software fields.		
<b>16.</b>	Project implementers must provide detailed CV highlighting		

	past experience and key achievements in a similar environment with credible references.		
<b>Software Engineer</b>			
<b>17.</b>	SE must be responsible for customizing the various modules, based on the detailed project specifications.		
<b>18.</b>	SE must be responsible for project implementation, testing and integration to meet the customer's needs.		
<b>19.</b>	SE must have extensive knowledge of programming concepts and design.		
<b>20.</b>	SE must hold a degree in Computer Science with a minimum experience of 3+ years in the IT application and software fields. Additional certifications is a plus.		
<b>21.</b>	Project implementers must provide detailed CV highlighting past experience and key achievements in a similar environment with credible references.		

<b>22.</b>	The QC must be responsible to develop test plans, test cases, test scripts and test reports, perform testing on various software, systems and reporting systems and validate that user expectations are achieved during the testing process.		
<b>23.</b>	QC must hold a degree in Computer Science or equivalent with a minimum experience of 5+ years in the IT application and software fields with minimum 3 years of experience as Quality Control/Assurance Analyst or Tester role...		
<b>24.</b>	QC must ensure that defects uncovered in the test are recorded, summarized and utilized in post project reviews in an effort to improve the development and test processes.		
<b>25.</b>	Project implementers must provide detailed CV highlighting past experience and key achievements in a similar environment with credible references.		

<b>Graphic Designer</b>			
<b>26.</b>	The Graphic Designer must have extensive experience in Portal Concept, Themes, Graphics Design and Optimization, E-services, Newsletter, Forms, Reports, Ads, Advertising Banners, Graphical User Interfaces (GUI) Design and Implementation.		
<b>27.</b>	The Graphic Designer must be responsible of designing the software interface with its different components.		
<b>28.</b>	The Graphic Designer must hold a bachelor degree in graphic design or equivalent with a minimum 5+ years of experience as graphic designer.		
<b>29.</b>	Project implementers must provide detailed CV highlighting past experience and key achievements in a similar environment with credible references.		

## Forms and Tables

### Profiles of the Project team members

- The project implementer must provide a detailed CVs of each key expert.

- The project implementer must provide CVs of the proposed key experts as in the following template:

<b>Name</b>		<b>Age</b>		<b>Years of Experience</b>	
<b>Nationality</b>	<b>Type of Contract</b>				
<b>Gender</b>					
<b>Job Title</b>					
<b>Education</b>					
<b>Languages</b>					
<b>Qualifications</b>	<b>Functional Skills</b>				
	<b>Technical Background</b>				
<b>Current Employment</b>					

## 1. Forms and Tables

### 1.1.1. Profiles of the Project team members

- The project implementer must provide a detailed CVs of each key expert.
- The project implementer must provide CVs of the proposed key experts as in the following template:

<b>1.1. Name</b>	<b>1.2.</b>	<b>1.3. Age</b>	<b>1.4.</b>	<b>1.5. Years of Experience</b>	<b>1.6.</b>
<b>1.7. Nationality</b>	<b>1.8.</b>	<b>1.9. Type of Contract</b>		<b>1.10.</b>	
<b>1.11. Gender</b>	<b>1.12.</b>				
<b>1.13. Job Title</b>	<b>1.14.</b>	<b>1.15.</b>			
<b>1.16. Education</b>	<b>1.17.</b>				
<b>1.18. Languages</b>	<b>1.19.</b>				
<b>1.20. Qualifications</b>	<b>1.21. Functional Skills</b>				
	<b>1.22. Technical Background</b>				
	<b>1.23.</b>				
<b>1.24. Current Employment</b>	<b>1.25.</b>				
<b>1.26. Past Experience</b>	<b>1.27.</b>				

### 1.1.2. Case Studies

### Annex B – Proof of Concept (PoC) Checklist

Selected vendors **passing the initial technical evaluation** must commit to delivering a **working Proof of Concept (PoC)** for **two complete e-services**

#	PoC Element	Required?	Evidence
1	End-to-end service workflow (initiation to output)	Mandatory	Live demo
2	Form builder usage with dynamic validation	Mandatory	Config dashboard
3	Workflow execution with SLA timers	Mandatory	Execution logs
4	ZamPass or alternative login (SSO + MFA)	Mandatory	Live test
5	ZamPay or alternative payment solution simulated payment and receipt	Mandatory	Demo data
6	ZamSign or alternative signing solution applied to PDF output	Mandatory	Signed doc
7	Integration with mock national registry	Recommended	API call trace
8	Responsive design across device types	Mandatory	Mobile + desktop test
9	QR code verification and document watermarking	Mandatory	Screenshot/sample
10	Performance test (25 concurrent users)	Recommended	Load test results

Project implementers must submit:

- PoC delivery plan
- Timeline (max 2 weeks)
- Hosting arrangement
- Access credentials
- Summary document

PoC scoring will influence the final technical evaluation score (see Section 7).



## **Annex C – Proposal Submission Forms**

Project implementers must complete and sign the following standardised forms:

### **6. 1. Proposal Submission Form**

Includes:

- Name of bidding entity (and consortium members if any)
- Contact information
- Confirmation of compliance with RFP
- Signature of authorised person

### **7. 2. Financial Summary Form**

Includes:

- Summary table of all proposed costs in Zambian Kwacha (ZMW)
- Breakdown by deliverables and phases
- Subtotals for development, training, support, licenses, etc.
- Grand total (inclusive of all taxes, travel, logistics)

### **8. 3. Conflict of Interest Declaration**

Vendor must declare:

- Any existing contractual relationships with SZI or participating MDAs
- Any familial or personal relationships with government officials
- Whether any part of the proposal was prepared with external involvement

### **9. 4. Manufacturer Authorisation Letter (if applicable)**

- To be completed by OEM where the project implementer is a distributor or implementation partner
- Must confirm the project implementer's right to offer, configure, and support the solution

### **10. 5. Local Partner MoU (if applicable)**

- To define division of responsibilities between foreign and local entities
- Must be legally signed and stamped by both parties
- Include details of personnel, scope, financial sharing, and delivery accountability

## Annex D – Evaluation Matrix Template (Internal Use)

This annex will be used by the evaluation committee to assess each proposal consistently across all criteria. It is provided here for transparency and project implementer guidance but must **not** be filled by vendors.

### 11. Evaluation Matrix Sample:

Criteria Area	Weight	Evaluator 1	Evaluator 2	Avg Score	Remarks
Technical Compliance	30%	27	29	28	Good coverage of specs
Methodology & Governance	15%	13	14	13.5	Clear sprint model
Experience & References	20%	17	19	18	3 national projects validated
Staff Qualifications	15%	12	13	12.5	PM and Architect strong
Local Presence	10%	9	10	9.5	Office in Lusaka confirmed
PoC Quality	10%	10	9	9.5	Real data + live demo
<b>TOTAL</b>	<b>100%</b>			<b>91</b>	Eligible for financial

## Annex E – Glossary of Terms and Acronyms

Acronym	Full Term	Description
SZI	Smart Zambia Institute	Government digital transformation agency
GSB	Government Service Bus	National digital platform ecosystem
ZamPortal	Zambia’s e-Services Portal	Citizen/business portal for service access
ZamPass	Zambia’s Digital Identity	SSO and MFA platform
ZamConnect	Interoperability Layer	Enables system-to-system integration
ZamPay	Government Payment Gateway	National gateway for e-service fees
ZamSign	E-Signature Service	Allows binding digital signatures
NDR	National Data Registers	Registry of citizens, lands, vehicles, etc.
SLA	Service Level Agreement	Support time targets
UAT	User Acceptance Testing	Validation stage before go-live
RFP	Request for Proposal	This solicitation document
OEM	Original Equipment Manufacturer	Owner of the software IP
MoFNP	Ministry of Finance and National Planning	Data centre host agency
BPR	Business Process Reengineering	Optimisation of workflows before digitalisation