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**MINISTRY OF INVESTMENT ENTREPRENEURSHIP AND INDUSTRY**

**TENDER DOCUMENTS**

**for**

**The Procurement of an Ease of Doing Business Portal**

ISSUED: 01

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# SECTION I. LETTER OF INVITATION

Date: 26 March 2025

Dear Sir/ Madam,

The Ministry of Investment Entrepreneurship and Industry (MIEI) is hereby inviting proposals for the provision of the following consultancy services: (hereinafter called “Services”): “Supply and implementation of Ease of Doing Business (EODB) Portal**”**

More details on the Services are provided in the Terms of Reference (Section VI)

The RFP includes the following documents:

Section I - Letter of Invitation

Section II - Instructions to Consultants

Section III - Data Sheet

Section IV - Technical Proposal - Bidding Forms

Section V - Financial Proposal - Bidding Forms

Section VI - Client’s Requirements- Terms of Reference

Section VII – Conditions of Contract and Contract Forms

This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:

1. VS One World (Pte) Ltd
2. Travizory Border Security SA 2024
3. Active Group Seychelles
4. Cloudbay Solutions (Seychelles)
5. FRCI Ltd
6. Norway Registers Development AS
7. Pentashiva Infraventures Pvt. Ltd
8. Sigma Infosolutions Ltd

It is not permissible to transfer this invitation to any other commercial entity or individual

This RFP will be evaluated on the basis of Quality Cost Based Selection in accordance with the provisions of the Public Procurement Regulations 91 and 95. The Client will select the Consultant with the highest combined Technical and Financial score will be invited for negotiations as specified in ITC 29.

Details on the Proposal’s submission date, time and address are provided in RFP.

Upon receipt of this letter, please inform us by 29th March 2025 **by** e-mail tender@miei.gov.sc and copy mnalletamby@gov.sc on the following:

1. That you received this Letter of Invitation
2. Whether or not you will submit a proposal for the assignment
3. And provide the email address for us to send the link for the pre-bid conference as per ITC 2.6 (a)

Yours sincerely,

The Principal Secretary

Ministry of Investment Entrepreneurship and Industry

6th Floor, Independence House Annex

Victoria, Mahe

Seychelles

# SECTION II. INSTRUCTION TO CONSULTANTS

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| **A**. GENERAL PROVISIONS | |
| Definitions | 1. **“Affiliate(s)”** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. 2. **“Applicable Guidelines** “means the provisions of the Public Procurement Act 2008 and the Public Procurement Regulations 2014. 3. **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time. 4. **“Client”** means the Ministry of Investment Entrepreneurship and Industry with which the selected Consultant signs the Contract for the Services. 5. “**Consultant**” means a legally established and licensed professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract. 6. **“Contract”** means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 of the Contract Agreement. 7. “**Data Sheet**” means an integral part of the Instructions to Consultants (ITC) Section II that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC. 8. **“Day”** means a calendar day. 9. **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant. 10. **“Government”** means the Government of Seychelles. 11. **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal. 12. **“in writing”** means communicated in written form (e.g. by mail or e-mail) with proof of receipt; 13. **“ITC”** (this Section II of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals. 14. **“LOI”** (this Section I of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants. 15. **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. 16. **“Proposal”** means the Technical Proposal and Financial Proposal of the Consultant. 17. **“RFP”** means the Request for Proposals prepared by the Client for the selection of Consultants... 18. **“Services”** means the work to be performed by the Consultant pursuant to the Contract. 19. **“Sub-consultant”** means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Procuring Entity during the performance of the Contract. 20. **“TORs”** (this Section of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment. |
| Introduction | * 1. The Client named in the **Data Sheet,** issues this RFP for the supply of services as specified in the **Section VI-Client’s** **Requirements** with the intention to select one Consultant from those listed in the Letter of Invitation and **ITC 4**, in accordance with the method of selection and type of contract specified in the **Data Sheet.**  The shortlisted Consultants are invited to submit Technical Proposal and Financial Proposals for the Services named in the **Data Sheet**. The Proposals will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.  * 1. Consultants shall adhere to all the requirements of this RFP, including any amendments in writing by Client. This RFP is conducted in accordance with the Seychelles Public Procurement Act, 2008 (PPA,08) and Public Procurement Regulations 2014 (Reg) which can be accessed at <https://www.pou.gov.sc> or [www.ntb.sc](http://www.ntb.sc)   2. Any Proposal submitted will be regarded as an offer by the Consultant and does not constitute or imply the acceptance of the Proposal by the Client. The Client is under no obligation to award a contract to any Consultant as a result of this RFP.   3. The successful Consultant will be expected to complete the Services within the period stated in the **Data Sheet**.   4. Consultants should familiarize themselves with the local conditions relevant to the services and take them into account in preparing their Proposals including attending a Pre-Proposal Conference if one is specified in the **Data Sheet**. Attending any such Pre-Proposal Conference is at the Consultant’s expense.   5. The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet.** |
| Corrupt and Fraudulent Practices | * 1. The Public Procurement Act 2008 requires that Consultants, participating in procurement in Seychelles, observe the highest standard of ethics during the procurement process and execution of Contracts.   2. Consultants, suppliers and public officials shall be aware of the provisions stated in Article 103 of the Act, which can be consulted on the website of the Procurement Oversight Unit [www.pou.gov.sc](http://www.pou.gov.sc) or the National Tender Board [www.ntb.sc](http://www.ntb.sc).   3. The Client will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;   4. For the purpose of this Sub-Clause:  1. “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; 2. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; 3. “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; 4. “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; 5. “obstructive practice” is   (v.1) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Client’s 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  (v.2) acts intended to materially impede the exercise of the Client’s inspection and audit rights provided for under sub-clause 3.6 below.  The Client will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question; and   * 1. The Client will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time:  1. to be awarded a public contract; and 2. to be a nominated[[1]](#footnote-1)b sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.    1. In further pursuance of this policy, Consultants shall permit the Client to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Client.    2. Consultants shall not offer gifts or hospitality of any kind to the Client’s staff members including recreational trips to sporting or cultural events, or offers of holidays, transportation, or invitations toextravagant lunches or dinners. |
| Eligibility | * 1. The Bid is open to all eligible Consultants as specified in the **Data Sheet**. |
| Conflict of Interests | * 1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding Client’s interest’s paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.   2. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict of interest that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the rejection of the Consultant’s Proposal or the termination of its Contract.   3. Without limitation on the generality of the foregoing,the Consultantshall not be hiredunder the circumstances set forth below:      1. **Conflicting Activities i.e Conflict between consulting activities and procurement of goods, works or no-consulting services:**   A firm that has been engaged by the Client to provide goods, works or non-consulting services for project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation or a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services for such preparation or implementation.  **Conflicting Assignments i.e Conflict among consulting assignments:**   * + 1. A Consultant (including its Experts and Sub Consultants) or any of its Affiliates shall not be hired for any assignment that by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.     2. **Conflicting Relationships i.e Relationship with Client’s Staff**   A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.  5.3.4  Pursuant to Section 102 (2) of the Public Procurement Act, 2008 (as amended), a former employee of the Client, within the last 3 years, who, had participated in the preparation of any part of this RFP, shall not—  (a) participate in any manner, as an officer, employee, agent or representative of a supplier, in any negotiations or technical discussions leading to an award of a contract for such procurement; or  (b) participate personally or substantially on behalf of a Consultant in the performance of the Contract. |
| Unfair Competitive Advantage | * 1. If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants. |
| **B. PREPARATION OF PROPOSALS** | |
| General Considerations | * 1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. In accordance with Regulation 89 of the Public Procurement Regulations 2014, material deviations, in the RFP may result in rejection of the Proposal. |
| Cost of Preparation of Proposal | * 1. The Consultant shall bear any, and all costs related to the preparation and/or submission of the Proposal and The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time to prior to contract award without thereby incurring any liability to the Consultant. |
| Language of Proposal | * 1. The Proposal, as well as any and all related correspondence exchanged by the Consultant and Client, shall be written in the language (s) specified in the **Data Sheet.** |
| Documents Comprising the Proposal | * 1. The Proposal shall comprise the documents and forms listed in the **Data Sheet.** |
| Only one Proposal per Consultant | * 1. The Consultant shall submit only one Proposal. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant’s staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet.** |
| Proposal validity/ Extension of validity Period | **Proposal Validity**   * 1. The **Data Sheet** indicates the period during which the Consultant’s Proposal must remain valid after the Proposal Submission Deadline in **ITC 20.1**   2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.   3. If it is established that any Key Expert nominated in the Consultant’s Proposal was not available either  1. at the time of Proposal submission or 2. availability was not assured for the entire duration for which the Key Experts has been proposed or 3. was included in the proposal without his/her confirmation,   such Proposal shall be disqualified and rejected for further evaluation.  **Extension of validity Period**   * 1. The Client will make its best effort to complete the whole tender process within the proposal’s validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the proposal submission deadline to extend the Proposals’ validity.      * 1. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts**~~.~~**   2. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal shall be rejected and returned to the Consultant.   **Substitution of Key Experts in case of extension of validity period**   * 1. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain, to be based on the evaluation of the CV of the original Key Expert.   2. If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected. |
| Sub-contracting | * 1. The Consultant shall not subcontract part or the whole of the Services but may propose, with the written approval of the Client, sub-contracting specific part of the services which was not covered in the RFP documents. |
| Clarification and Amendment of RFP | * 1. The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals Submission Deadline specified in **ITC 19.**   2. Any request for clarification must be sent in writing, or by standard electronic means, to the Client’s address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described in the **ITC 14.3.**   3. At any time before the Proposal Submission Deadline, the Client may amend the RFP by issuing an amendment in writing. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge in writing, receipt of all amendments.   4. If the amendment is substantial, the Client may extend the Proposal Submission Deadline pursuant to **ITC 19.2** to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposal.   5. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal Submission Deadline and no modifications to the Proposal shall be accepted after this deadline. |
| Preparation of Proposals-Specific Considerations | * 1. While preparing the Proposal, if shortlisted Consultant considers that it may enhance its expertise for the Services by associating with other consultants as sub-consultants, it may do so with non-shortlisted Consultant(s) as indicated in the Data Sheet. |
| Documents comprising of Technical proposal | * 1. The Technical Proposal shall be prepared using the Standard Forms provided in **Section IV** of the RFP and shall comprise the documents listed in the **Data Sheet.** The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.   2. Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive. |
| Documents Comprising of Financial proposal | * 1. The Financial Proposal shall be prepared using the Standard Forms provided in **Section V** of the RFP and shall comprise the documents listed in the **Data Sheet**. It shall list all cost components associated with the services, and the detailed breakdown of such costs. *Please exclude Microsoft-related licensed products such as Windows Servers, SQL Servers and Office in the Cost of the Financial Proposal.*      * 1. Prices and other financial information must not be disclosed in any other place except in the Financial Proposal.  **Price adjustment**  * 1. The prices in the Financial Proposal shall remain fix during the duration of the assignments unless stated otherwise in the **Data Sheet.**   **Taxes, Duties and Fees**   1. The Consultant and its Sub consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. 2. Information on taxes in the Client’s country is provided in the **Data Sheet**.   **Currency of Proposal**   * 1. a) The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**.   b) If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.  **Currency of Payment**   * 1. Payment under the Contract shall be made in the currency or currencies specified in the **Data Sheet.** |
| **C.SUBMISSION AND OPENING OF PROPOSALS** | |
| Format, Signing, Sealing, and Marking of Proposals | * 1. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10.   2. The Consultants shall mark as “CONFIDENTIAL” information in their proposals which is confidential to their business this may include proprietary information, trade secrets or commercial of financially sensitive information.   3. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both.   4. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.   5. The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.   6. The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked;   **“Technical Proposal”,**  **[Name of the Assignment/services in accordance with ITC 2.2]**  **Name and Address of the Consultant.**  Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked.  **“Financial Proposal”**  **[Name of the Assignment/services in accordance with ITC 2.2]**  **Name and Address of the Consultant,**  The Two sealed envelopes containing the Technical and Financial Proposals shall be placed into **one outer envelope** and **sealed**. This outer envelope shall bear ;  **The submission address,**  **[Name of the Assignment/services in accordance with ITC 2.2]**  **Name and Address of the Consultant.**  If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. |
| Proposal Submission Deadline | The submission can be done by mail or by hand. If authorized in the **Data Sheet**, the Consultant may choose to submit its Proposals electronically.The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened. |
| Withdrawal, Substitution, and Modification of Proposals | * 1. A Consultant may withdraw, substitute, or modify its Proposal by sending a written notice, duly signed by the authorized representative, to the address indicated in the in **ITC18.8**. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as “WITHDRAWAL” “SUBSTITUTION,” or “MODIFICATION.”   2. Proposals requested to be withdrawn shall be returned unopened to the Consultants except if the bid is withdrawn after the bid has been opened. |
| Opening of Technical Proposal | * 1. The opening of the Technical Proposals shall be conducted in the presence of the shortlisted Consultants’ representatives who choose to attend in person. The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with **ITC 28. 3.**   2. At the opening of the Technical Proposals the following shall be read out:  1. the name of the Consultant 2. the presence or absence of a duly sealed envelope with the Financial Proposal. 3. any modifications to the Proposal submitted prior to proposal submission deadline; and 4. any other information as indicated in the **Data Sheet**. |
| **D.EVALUATION OF PROPOSALS** | |
| Confidentiality | * 1. From the time the Proposals are opened to the time the Contract is awarded, Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the receipt of Notice in accordance **ITC 32**   2. Any attempt by shortlisted Consultants or anyone on behalf of the shortlisted Consultants to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.   3. Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a short-listed Consultant wishes to contact the Client on any matter related to the selection process, it shall do so only in writing. |
| Evaluation of Proposals | * 1. The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal Submission Deadline except as permitted under Data sheet 28 – sub clause Correction of Arithmetical Errors Correction of Errors of this RFP. The Client will conduct the evaluatio2n solely on the basis of the submitted Technical and Financial Proposals.   2. **T**he evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded. |
| Appointment of Evaluation Committee | * 1. The Client shall appoint an Evaluation Committee to Evaluate the Technical and Financial Proposals in accordance with Clause 41 Of the PPA 08.   2. Subject to provision of **ITC 22.1,** the Evaluation Committee, evaluating, the Technical Proposals shall have no access to the Financial Proposals until the Technical Evaluation is concluded.   3. The Consultants are not permitted to alter or modify their Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals. |
| Evaluation of Technical Proposals | * 1. The Client’s shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, as follows:  1. Conducting a preliminary examination in accordance with requirements of regulations 89 of the Public Procurement Regulations,2014 as specified in **Data Sheet** and 2. applying the evaluation criteria, sub-criteria and point system specified in the **Data Sheet**.    1. Each responsive proposal will be given a technical score; a Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP it fails to achieved the minimum technical score indicated in the **Data Sheet.**    2. To assist in the examination and evaluation of the “Technical Proposals”, the Client may, at its discretion, ask the Consultant for a clarification of its Technical Proposal, allowing a reasonable time for response. Any clarification submitted by the Consultant that is not in response to a request by the Client shall not be considered. The Client’s request for clarification and the response shall be in writing via email. No change in the substance of the Proposal shall be sought, offered, or permitted.    3. If a Consultant does not provide clarifications of its proposal by the date and time set in the Client’s request for clarification, its proposal may be rejected. |
| Completion of Technical Evaluation | * 1. After the Technical Evaluation is completed, the Client shall inform the Consultants who submitted a proposal the result of the Technical Evaluation.   2. Consultants whose proposals did not meet the minimum qualifying scores or were considered nonresponsive to the requirements of the Bidding Documents will be advised that their Financial Proposal will be returned unopened after the completion of the tender process. At this stage, any Consultant who feels aggrieved by the decision of the Client, may appeal the decision in accordance with Clause 100 (1) (b) of the PPA 2008. Appeals must be directed to :   **The Secretary to the Review Panel**  **Procurement Review Panel**  **Room 105**  **Care House Building**  **Email: secretaryrp@gov.sc**   * 1. The Client shall inform Consultants whose bid have achieved the qualifying Technical Score, the date, time and location for the opening of the Financial Proposals. |
| Opening of Financial Proposals | * 1. The Client will proceed with the Financial Opening provided that no application for review in accordance with section 99 of Public Procurement Act,2008, has been received within (5) five days of notification mentioned in **ITC 27.1.**   2. Consultants whose proposals were considered responsive to the RFP shall be informed of the date, time, and location for the opening of the Financial Proposals.   3. At the opening, of the Financial Proposal, the Name of the Consultants, their overall Technical Scores shall be read aloud. The Financial Proposals will then be inspected to confirmed that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record can be requested by the Consultants. |
| Evaluation of Financial Proposals | * 1. The procedure for the evaluation of the Financial Proposals, will be conducted as specified in the **Data Sheet.** |
| Combined Quality and Cost Evaluation | * 1. The total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet.** The Consultant achieving the highest combined technical and financial score will be invited for negotiations. |
| Right to Accept, Reject, Any or All Proposals | * 1. The Client reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Consultants. |
| **E. AWARD OF CONTRACT** | |
| Award Criteria | * 1. Prior to expiration of the proposal validity the Client shall award the Contract to the Consultant whose Proposal has achieved the highest combined Technical and Financial score in accordance with **ITC 30.** |
| Notification of Award | **Notification of Award**   * 1. Prior to the expiration of the period of bid validity, the Client shall publish a Notice of Best Evaluated Consultant, in accordance with Seychelles Public Procurement Regulations 114.   2. The Notice of Best Evaluated Consultant, which shall be sent to all Consultants whose Financial proposals were opened in accordance with **ITC 28**, shall specify-   (a) the name and address of the Consultant recommended for the award.  (b) the proposed contract price.  (c) that non successful Consultants have the right to submit an application for review of the decision in accordance with the Act; and  (d) the procurement reference number and description.   * 1. The Notice of Best Evaluated Consultant shall state that it does not constitute an award of a contract.   2. Consultants aggrieved by the decision of the Client may challenge his decision in accordance with Section 98 (1) of the PPA 2008 at the address indicated in the **Data Sheet**, accompanied by a non – refundable fee of SR 300.00. The Client will respond within five (05) days in writing to the unsuccessful Consultant.   3. The Client shall not award the contract until five (5) working days have elapsed after publication of the notice of best evaluated Consultant.   4. Should the Consultant still feel aggrieved with the decision of the Client, the Consultant shall have another five (05) days to submit its appeal to the Review Panel in accordance with Clause 98 (8) of the PPA 2008 at the address indicated in **ITC 27.2,** who will address its request within thirty (30) days of the notification. The appeal shall be accompanied by a non – refundable fee of SR 500.00:   **Letter of Bid Acceptance**   * 1. Provided no application for review has been received, within the five (5) working days mentioned in **ITC 33.5 and ITC 33.6**, the Client will award the contract by issuing a Letter of Bid Acceptance to the successful Consultant. It will state the sum that the Client will pay to the Service Provider in consideration of the execution of the services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).   2. The Letter of Bid Acceptance shall constitute the formation of the Contract.   3. The Contract, in the form provided in the RFP Documents, will incorporate all agreements between the Client and the successful Consultant. It will be sent by the Client to the successful Consultant along with the Letter of Bid Acceptance. |
| **F. NEGOTIATIONS AND CONTRACT SIGNATURE** | |
| Negotiations | * 1. The negotiations will be held at the date and address indicated in the Data Sheet.   2. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.   **Availability of Key Experts**   * 1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12.7 Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.   2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.   **Technical Negotiations**     * 1. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.   **Financial Negotiations**  Financial negotiations may- be undertaken in accordance with the applicable guidelines of Section 80 of the Public Procurement Act, 2008 (as amended) |
| Conclusion of Negotiations | * 1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant’s authorized representative   2. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client may invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations. |
| Signature of Contract | * 1. Within 28 days of receipt of the Contract, the successful Consultant shall sign, date and return it to the Client. |

# SECTION III. DATA SHEET

The following specific data for services to be procured shall complement, supplement, or amend the provisions in the Instructions to Consultants (ITC). Whenever there is a conflict, the provisions herein shall prevail over those in ITC.

|  |  |
| --- | --- |
| **A. GENERAL** | |
| **ITC Clause**  **Reference** |  |
| **2.1**  **2.1**  **2.1** | **Name of the Client: Ministry of Investment Entrepreneurship and Industry**  **Method of Selection***:* This RFP will be evaluated on the basis of a **Quality Cost Based Selection,** in accordance with the provisions of the Public Procurement Regulations 91 and 95. The Consultant with the Highest Combined Technical and Financial score will be invited for negotiations as specified in ITC 29.  **Type of Contract: Lump Sum Contract** |
| **2.2** | **The Name of the Assignment:**  The Ease of Doing Business (EODB) Portal Project for the Ministry of Investment Entrepreneurship and Industry of the Government of Seychelles. |
| **2.5** | **The Completion Period is**   1. Within Six (6) Months From the date of Award of Contract 2. The completed System is to be live within six (6) months from the Date of Award of Contract |
| **2.6** | **A pre-Proposal conference will be held**:  **Pre-Proposal Conference:**   1. **Time/Location (Online)**   This Pre-Proposal Conference shall be held on 02 April, 2025 at 10 am (Seychelles Time) online and the link will be provided via email.   1. **Purpose of Pre-Proposal Conference**   The purpose of the Pre- proposal Conference will be to clarify issues and to answer questions on any matter that may be raised at that stage.   1. **Attendance**   It is mandatory for Consultants to attend this Pre-Proposal Conference.  Consultants who fail to attend the Pre-Proposal Conference shall be disqualified.   1. **Representations at Pre-Proposal Conference**   An individual or body corporate is not allowed to represent more than one (1) Consultant at the Pre-Proposal Conference.  Any individual or body corporate representing more than one Consultant, shall result in those Consultants disqualification.   1. **Minutes of Pre-Proposal Conference**   Minutes of the Pre-Proposal Conference, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the Conference, will be transmitted promptly to all Consultants who attended Pre-Proposal Conference. Any modification to the RFP Document that may become necessary as a result of the Pre-Proposal Conference, shall be made by the Client exclusively through the issue of an Addenda in accordance with **ITC 15.** |
| **4.** | **Indicate the short-listed bidders as indicated in ITC 4**   1. VS One World (Pte) Ltd 2. Travizory Border Security SA 2024 3. Active Group Seychelles 4. Cloudbay Solutions (Seychelles) 5. FRCI Ltd 6. Norway Registers Development AS 7. Pentashiva Infraventures Pvt. Ltd 8. Sigma Infosolutions Ltd |
|  | **B. PREPARATION OF PROPOSALS** |
| **9.1** | **The Language of Bid and all related correspondences shall be in:** English |
| **10. 1** | **The Proposal shall comprise the following;**:  **1st Inner Envelope/Electronic Folder with the Technical Proposal:**   * + - * 1. TECH 1 - Technical Proposal Submission Form         2. TECH 2- Consultant’s Experience, Capacity and Expertise         3. TECH 3 - Comments on the Terms of Reference         4. TECH 4 - Proposed Methodology and Work Plan         5. TECH 5 - Work Schedule and Planning for Deliverables         6. TECH 6 - Team composition and key experts input.         7. TECH 7 - CVs of key experts         8. TECH 8 - Mandatory Supported Documents   **AND**  **2nd Inner Envelope/Electronic Folder with the Financial Proposal:**   1. FIN-1 The fully completed and signed form of Bid (Financial proposal submission form) 2. FIN-2 Break-down of cost per deliverable.   **Please note: Failure of submission of any of the above stated documents will lead to the bid being declared not valid.** |
| **11.1** | **Participation of Subconsultants, Key Experts and Non-Key Experts in more than one Proposal is permissible.** |
| **12.1** | **Proposals must remain valid** **for :** 180 calendar days after the proposal submission deadline. |
| **14.1**  **14.2** | **Clarifications may be requested no later than seven (*7) Calendar* days prior to the submission deadline.**  **For clarifications purposes only, the Client’s address is:**  The Principal Secretary,  Ministry of Investment Entrepreneurship and Industry  6th Floor, Independence House Annex,  Victoria, Mahe,  Seychelles,  Tel + (248) 429 7216  email: tender@miei.gov.sc and cc: [mnalletamby@gov.sc](mailto:mnalletamby@gov.sc) |
| **16.1** | The Technical Proposal shall comprise of the information using the following Forms provided in Section IV :   1. TECH 1 - Technical Proposal Submission Form 2. TECH 2 - Consultant’s Experience, Capacity and Expertise. 3. TECH 3 - Comments on the Terms of Reference 4. TECH 4 - Proposed Methodology and Work Plan 5. TECH 5 - Work Schedule and Planning for Deliverables 6. TECH 6 - Team composition and key experts input. 7. TECH 7 - CVs of key experts 8. TECH 8 – Mandatory Supported Documents   Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. |
| **17.1** | The Financial Proposal shall comprise of the information using the following Forms provided in Section V;   1. Fin Form 1 - Financial Proposal submission Form 2. Fin Form 2 – Cost Break-down of financial proposal |
| **17.3** | **Price adjustment** A Price Adjustment Provision applies: **NO** |
| **17.4** | **Taxes**  **Taxes, Duties and Levies**  All other Taxes,Duties and Fees, payable in the Client’s Country (Seychelles) will be the responsibility of the Client.  17.4 (b) Taxation information in Client’s Country can be found on www.src.gov.sc |
| **17.5** | **Currency of Proposal**   1. The Consultant may express the price for their Services in …USD… |
| **17.6** | **Currency of Payment**  Payment under the Contract shall be made in …USD…...currency. |
| **C.SUBMISSION AND OPENING OF PROPOSALS** | |
| **18.5** | The Consultant must submit:  a) Technical Proposal: One (1) original  b) Financial Proposal: One Proposal: One (1) Original. |
| **19.1** | The Consultant may choose to submit its Proposals electronically using the following procedure:  Consultant shall click on the link provided below: <https://www.ntb.sc/limited-bidding/2-stage-tender/miei-procurement-of-an-ease-of-doing-business-portal2>In accessing the webpage from the link above, Consultant shall submit both their Technical Proposal and Financial Proposal in webpage as indicated on the page. Consultants are instructed to lock their Financial Proposal with a password. Only Consultants who have passed the Technical Proposals will be asked to provide their passwords for the Opening of the Financial Proposals. |
| **19.2** | The Proposal or its modifications submitted by hand or by mail must be addressed to:  NATIONAL TENDER BOARD  Care House  *Attic Floor*  *Victoria, Mahe*  The Proposal or its modifications submitted electronically must be sent to :  <https://www.ntb.sc/limited-bidding/2-stage-tender/miei-procurement-of-an-ease-of-doing-business-portal2>  **The Proposal Submission Deadline is :**  Date: Thursday 24th April, 2025  Time: 10.30 am |
| **21.1** | **The Technical Proposal Bid Opening shall take place at**:  NATIONAL TENDER BOARD  Care House  *Attic Floor*  *Victoria, Mahe*  Date: Thursday 24th April, 2025  Time: 10.30 am |
| **21. 2(iv)** | Not Applicable |
| **D.EVALUATION OF PROPOSALS** | |
| **25.1 (a)** | **Preliminary Evaluation of Technical Proposals**   1. In accordance with Regulation 89 and 91an Evaluation Committee shall conduct a preliminary examination of Technical Proposals, to determine whether proposals are complete and responsive to the basic instructions and requirements of the RFP. 2. The preliminary examination shall determine whether:   (a) the proposal has been submitted in the correct format;  (b) the proposal has been submitted without material reservations or deviations from the  terms and conditions of the RFP document;  (c) the proposal has been correctly signed and authorized;  (d) the correct number of copies of the proposal have been submitted;  (e) a separately sealed Financial Proposal has been submitted  (f) the proposal is valid for at least the period required;  (g) curriculum vitae have been correctly signed, if required  (h) all key documents and information have been submitted; and  (i) the proposal meets any other key requirements of the RFP as specified in the Client Requirements   1. Any material deviations[[2]](#footnote-2) shall result in rejection of the proposal and such proposals shall not be subject to technical evaluation. |
| **25.1 (b)** | **Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals**:   |  |  | | --- | --- | | **A.Criteria** | Points | | 1. The adequacy and quality of the proposed work plan and the approach and methodology proposed to implement the TOR | *16* | | 1. Proposed Key Staff | *10* | | 1. Compliance/Responsiveness to the Technical Requirements of the bid document | *40* | | 1. Compliance /Responsiveness to the Functional Requirement of the EODB solution | *90* | | 1. Compliance / Product/Functionalities demo of the Consultant s proposed EODB Solution to the Functional Requirement of the EODB solution | *50* | | 1. Proposed Support Services and SLA | *20* | | **Total Points** | **226** | |  |  | | **B.Sub-Criteria** | | | **Evaluation of Criteria 1 ;** The adequacy and quality of the proposed work plan and the approach and methodology proposed to implement the TOR.(The sub-criteria’s are as follows :   1. Adequacy of work plan [0 – 3] 2. Quality of work plan [0 – 3] 3. Technical approach [0-3] 4. Methodology [0-7] | **Points** | | **Sub-Total** | **16** | | **Evaluation of Criteria 2 ;** Proposed Key Staff  The number of points to be assigned for this criterion shall be determined considering the following …. sub-criteria;  K-1 Team Leader/Project Manager   1. Qualification   [Project Management Certification ][1 point]   1. Professional Experience in implementing project activies   [1-9 Years ] [1 point], [10 Years & above] [2 points]   1. Experience in implementing similar projects   [2 Completed project & above] [1 point]  k-2 Functional Implementer Lead   1. Qualification   [Degree in Business Administration (Public Sector Management) / Degree in Information Technology/ Computer Science / Certified Business Analysis Professional/] [1 point]   1. Professional Experience in implementing project activies   [5 Years & above] [1 point]   1. Experience in implementing similar projects   [2 Completed project & above] [1 point]    k-3 Technical Implementer lead   1. Qualification   [Degree in ICT/IT related field] [1 point]   1. Professional Experience in implementing project activies   [5 Years & above] [1 point]   1. Experience in the implementing similar projects   [2 Completed project & above] [1 point] | **Points** | | **Sub-Total** | **10** | | **Evaluation of Criteria 3 ;** Compliance/Responsiveness to the Technical Requirements of the bid document  In line with the requirements set in the TOR, the following sub- criteria would help determine how well the proposal meets the General Technical Requirements: | **points** | | **SYSTEM ARCHITECTURAL REQUIREMENTS** |  | | 1. Application Component   The system must be web based where all software modules/functionalities to be seamlessly integrated in a single suite of the EODB Portal.  The system should operate smoothly on the latest version of Microsoft Windows Servers and be compatible with various modern internet browsers like Google Chrome, Microsoft Edge, Firefox, etc.  The criteria will be scored as follows ;  0 points - No Compliance,  10 points – Compliance | **0-10** | | 1. **The system's ability to accommodate changing requirements**. Assess whether the EODB Portal allows for the seamless addition of new features or modules as needs evolve. Extensibility is a critical evaluation criterion to ensure the system remains agile.   The criteria will be scored as follows ;  0 points - No Compliance,  Up to 3 points - Minimal/Partial Compliance  6 point - Compliance | **0-6** | | 1. **Subsystem Integration**; Evaluate the effectiveness of subsystem integration within the EODB. This criterion involves examining how various subsystems work together to ensure data and process continuity. A well-integrated system enhances operational efficiency and accuracy.   The criteria will be scored as follows  0 points - No Compliance,  Up to 3 points - Minimal/Partial Compliance  6 point - Compliance | **0-3** | | 1. Database Component   The system must be compatible with and able to run on the latest Microsoft SQL Servers.The criteria will be scored as follows:-  0 points - No Compliance,  3 Compliance  **System Redundancy and Failover Mechanisms:**  Evaluate the system's ability to maintain redundancy at both hardware and software levels.  Assess failover mechanisms to ensure seamless transition in case of hardware or software failures.  The criteria will be scored as follows:-  0 points - No Compliance,  Up to 2 pts - Minimal/Partial Compliance,  3 Compliance | **0-6** | | **SYSTEM ADMINISTRATION AND MANAGEMENT** |  | | * Administration and Security * User Administration and Access Control; * System and Information Security and Security Policies: * Operational Monitoring, Diagnostics, and Troubleshooting: * Back-up (Daily/Weekly/Monthly) and Disaster-Recovery * Archiving   The criteria will be scored as follows:  0 points - No Compliance,  Up to 3 points - Minimal/Partial Compliance,  6 point – Compliance | **0-6** | | **PERFORMANCE REQUIREMENTS** |  | | **Scalability**: Assess how well the EODB Portal can handle increased data, users, or workloads without compromising its performance. Scalability reflects the system's ability to efficiently manage resources, making it a significant evaluation criterion.  The criteria will be scored as follows:  0 points - No Compliance,  Up to 3 points - Minimal/Partial Compliance,  6 point – Compliance | **0-6** | | **INTERFACE REQUIREMENTS SPECIFICATION** |  | | **Interoperability**: Interoperability is a crucial evaluation criterion for the EODB Portal. Examine how well the EODB Portal can work seamlessly with other software or systems, both internally and externally. Effective interoperability ensures compatibility and efficient data exchange, making it a key consideration in the evaluation process.  The criteria will be scored as follows  0 points - No Compliance,  Up to 3 points - Compliance | **0-3** | | **Sub-Total** | **40** | | **Evaluation of Criteria 4 ;** Compliance /Responsiveness to the Functional Requirement of the EODB solution  The points for this criterion will be determined based on the evaluation of desirable/preferred features. Each feature will be assigned a score from 0 to 4, where; 0 indicates absence, and 1 to 4 represent predefined values for desirability as follows:  Score 0 - absence  Score 1 - for deficiencies,  Score 2 - for meeting requirements,  Score 3 - for marginal exceeding, and  Score 4 - for significant exceeding.  To compute the point for each feature within a category or module, utilize the following formula: |  | | Sub-criteria 1- Seamless Government Services Journey | [0-4] | | The system shall provide a centralized interface for users to access a wide range of government services (e.g., business registration, tax filing, license applications, permit renewals). |  | | Services shall be categorized and searchable, enabling users to easily locate and select the services they require. |  | | Guided Process for Each Service:  For each service, the system shall provide step-by-step guidance, including:   * Clear instructions on how to complete the process. * A checklist of required documents.   Information on deadlines and fees (if applicable). |  | | The system shall provide multi-channel support (e.g., chatbots, helplines, in-person assistance) to guide users through complex processes or resolve issues. |  | | Sub Criteria 2 Entrepreneur Journey | **[0-3]** | | The system should automatically identify and display relevant government online services and information based on the user’s specific needs, economic activities, and business categories. |  | | The system should allow users to share relevant information seamlessly across their customised government online services journey. |  | | Sub Criteria 3 Document Repository Module | **[0-4]** | | The system should enable users to share relevant documents seamlessly across their customised government online services journey. |  | | Documents Upload and Download  The platform should allow users to upload and download required documents digitally, such as identification, certificates, and other supporting documentation, streamlining the application process. |  | | Document Verification  The platform should include features for verifying the authenticity and validity of submitted documents and certifications, ensuring compliance with regulatory requirements. |  | | Digital Document Signing  The platform should enable users to digitally sign documents for submission and approval processes. |  | | **Sub Criteria 4** Feedback and Grievance Redressal Module | **[0-2]** | | The system shall include a feedback mechanism for users to submit feedback or report issues. A ticketing system shall ensure timely resolution of user concerns.  The portal should include features like user feedback forms, ratings, and surveys to gather user input, understand user needs, and continuously improve the platforms based on user feedback and analytics. |  | | Sub Criteria 5 Alerts and Notifications | **[0-2]** | | The system should notify and prompt users at the appropriate time to start transacting with specific government online services identified in their customised journey. |  | | The system shall send automatic notifications to users at key stages of the process (e.g., application received, under review, decision made). It shall also provide reminders for upcoming deadlines (e.g., license renewals, tax filings). |  | | Sub Criteria 6 Online Application Submission | **[0-2]** | | Users should be able to submit applications conveniently through an online platform, eliminating the need for physical paperwork and manual processing. |  | | Online Amendment Submission  Users should be able to submit amendments to their current active applications conveniently through the online platform. |  | | Sub Criteria 7 Application Tracking | **[0-4]** | | Users should be able to track the status of their applications in real-time, providing transparency and visibility into the processing timeline. |  | | Government officers should be able to track the status of sanction applications in real-time, providing transparency and visibility into the processing timeline. |  | | The applications tracking platform should provide advanced search functionalities, allowing government users to retrieve applications from different government services efficiently. |  | | The dashboard should display a list of recent application activities, documents accessed, or tasks completed, allowing users to track the progress of their applications lodged at different government services in real-time. |  | | Sub Criteria 8 Authentication and Authorisation | **[0-4]** | | The system shall enable users to authenticate using SeyID as the Single Sign-On (SSO), with authorization verified through integration with the Business Authorisation Portal. |  | | The system should enable users to log in once and gain access to multiple applications or services (EODB portal and other online services) without requiring separate login credentials for each. |  | | User Accounts and Profiles  The system shall allow users to access and manage their accounts and profiles, including personal and business information, within the platform.  Users should be able to access and manage their digital identity and/or business accounts, including profile information and security settings. |  | | Sub Criteria 9 Payment & Fee Management | **[0-5]** | | Payment Processing  The system shall facilitate online payment processing for application fees, enabling secure and convenient transactions. It shall integrate with the Revenue Collection System or Government Payment Portal to ensure seamless payment processing.  It shall support multiple payment methods (e.g., credit/debit cards, mobile payments, bank transfers). |  | | Fee Calculation  The system shall automatically calculate fees based on predefined rules (e.g., service type, business category, or transaction value).  It shall support dynamic fee structures, including discounts, waivers, or penalties, as per government policies. |  | | The system should retrieve payment information for invoices from the revenue collection system, including payment status, dates, amounts, and methods. It must provide real-time access to this data to support accurate reconciliation and reporting for applications or services. |  | | Sub Criteria 10 Fee Tracking and Reporting | **[0-2]** | | The system shall maintain a centralized record of all fee transactions, including:   * Payment status (paid, pending, overdue). * Payment history and receipts.   It shall generate real-time reports for fee collections, outstanding payments, and revenue trends. |  | | Sub Criteria 11 Invoice Management |  | | Invoice Creation and Amendment  The system should interface with the revenue collection system to raise new invoices and amend existing ones. It must ensure accurate and seamless execution of these tasks, including the ability to update invoice details (e.g., amounts, descriptions, and tax calculations) while maintaining synchronization with the revenue collection system. | **[0-2]** | | Invoice Voiding and Cancellation  The system must integrate with the revenue collection system to void or cancel invoices. It should ensure proper execution of voiding processes, including reversing associated transactions and updating relevant records in the revenue collection system. | **[0-1]** | | Sub Criteria 12 Workflow-Based Approach for processing and approval | **[0-4]** | | Workflow Stage Management  The system must support the routing of sanction applications through multiple predefined stages of an approval workflow. It should ensure that applications progress seamlessly from one stage to the next based on predefined rules or user actions. |  | | Officer Comments and Input  The system should allow officers to submit comments, notes, or feedback at each stage of the approval workflow. This functionality must ensure that all inputs are captured, stored, and associated with the relevant application for audit and reference purposes. |  | | Decision Submission and Tracking  The system must enable officers to submit decisions (e.g., approve, reject, or request revisions) at each stage of the workflow. It should provide clear tracking of decisions made at each stage, including timestamps and the identity of the decision-maker. |  | | Workflow Customization and Flexibility  The system should offer the ability to customize the approval workflow stages and rules to accommodate different types of sanction applications or changing business requirements. It must ensure flexibility in defining roles, permissions, and escalation paths for each stage. |  | | Sub criteria 13 Issued Documents/Certificates Download | **[0-4]** | | Document Issuance Notification  The system must notify users upon the approval and issuance of documents or certificates by the MDA. Notifications should be delivered via email, SMS, or through the online platform, ensuring users are promptly informed. |  | | Secure Document Access  The system should provide secure access to issued documents or certificates, ensuring that only authorized users can view and download them. This must include authentication mechanisms to verify user identity and permissions. |  | | Document Download Functionality  The system must enable users to download issued documents or certificates in commonly used formats (e.g., PDF, Word) directly from the online platform. The download process should be simple, intuitive, and accessible from the user’s account or dashboard. |  | | Document Integrity and Verification  The system should ensure the integrity of issued documents or certificates by providing features such as digital signatures, watermarks, or unique identifiers. This will allow users and third parties to verify the authenticity of the downloaded documents. |  | | Sub Criteria 14 EODB Portal Information and Management | **[0-2]** | | Information and Content  The EODB portal should provide comprehensive information on how to start, operate, and close business operations, including guides, FAQs, resources, news, updates, alerts, blogs, and contact details for relevant government agencies. It should also include links to relevant government sites, portals, and gateways. |  | | Dynamic Search Functionality  The portal should implement a dynamic search feature with predictive suggestions, filters, and real-time results to help users quickly find the information or resources they need. |  | | Sub Criteria 15 Content Management System (CMS) | **[0-4]** | | The portal should include a CMS to allow relevant government agencies to maintain and update content and information on the EODB portal. |  | | CMS Security and Access Control  The portal should include robust security features, such as role-based access controls, to ensure only authorized users can view or modify information and content. Access should be restricted based on user roles and permissions. |  | | Sub Criteria 16 Business Profile & Dashboard | **[0-4]** | | Business Profile  Users should be able to view and manage their business profile information, including details about their business activities and registrations. |  | | Customizable Widgets  Users should be able to customize dashboards by selecting and arranging different widgets based on their preferences and requirements. |  | | Sub Criteria 17 Search Applications (Back office) | **[0-10]** | | The system shall allow users to search for applications using various criteria, such as:  Application ID.  Applicant name or business name.  Application type (e.g., business registration, license application).  Date range (e.g., submission date, approval date).  Search results shall display relevant details, including application status, submission date, and assigned MDA. |  | | View Applications  Government users should be able to view the progress of applications lodged at various government services in real-time, ensuring transparency and visibility into the processing timeline. |  | | Export and Sharing Options  Government users should be able to export application data in various formats (e.g., PDF, Excel, CSV) for further analysis or sharing with colleagues. |  | | Sub Criteria 18 Management Information Systems (MIS) Reporting/ Business Intelligence (BI) Reporting | **[0-10]** | | Advanced Reports, Business Intelligence (BI), and Analytics Capabilities |  | | Data Visualization  The platform should present data using various visual elements such as charts, graphs, gauges, and tables to enhance understanding and decision-making. |  | | Real-time Data Updates  Dashboards should display real-time or near-real-time data, allowing users to monitor performance metrics as they change over time. |  | | Drill-down Functionality  Users should be able to drill down into specific data points or segments to obtain more detailed information and insights. |  | | Interactivity  Dashboards should offer interactive features such as filters, sliders, and dropdown menus, enabling users to dynamically adjust the displayed data and focus on specific areas of interest. |  | | Sub Criteria 19 System Administration & Management | **[0-8]** | | The platforms should provide administration functionalities and configurable parameters for system administration and management. |  | | Security and Access Control  The platform should include robust security features, such as role-based access controls, to ensure only authorized users can view or modify dashboard content. Access to specific data or features should be restricted based on user roles and permissions. |  | | Auditing and Logging  The system should maintain comprehensive logs of all security-relevant events, such as access control decisions, and data changes, for regular review and auditing.  The platforms should maintain login attempts, access control decisions, and changes to data. These logs should be securely stored and regularly reviewed for signs of unauthorized activity or security incidents. |  | | Sub Criteria 20 Customer Support | **[0-4]** | | Multi-Channel Support Availability  The EODB portal must provide users with access to multiple customer support channels, including live chat, email, and phone support. These channels should be operational during defined business hours and clearly accessible from the portal. |  | | Live Chat Functionality  The system should include a live chat feature that allows users to connect with customer support representatives in real-time. The chat interface must be user-friendly, with options to save chat transcripts for future reference. |  | | Email Support System  The portal must offer an email support system where users can submit inquiries or report technical issues. The system should automatically generate ticket numbers for tracking and provide timely responses to user queries. |  | | Phone Support Integration  The EODB portal should integrate phone support, providing users with a dedicated helpline number for immediate assistance. The system must ensure call routing to appropriate support agents and maintain logs of support interactions for quality assurance. |  | | Sub Criteria 21 Forms Management Module | **[0-5]** | | Form Creation and Customization  The system must provide a user-friendly interface for creating and customizing digital forms. It should allow users to add various field types (e.g., text, dropdowns, checkboxes) and configure form layouts to meet specific business needs. |  | | Validation Rules and Conditional Logic  The system should enable users to define validation rules (e.g., mandatory fields, input formats) and implement conditional logic (e.g., show/hide fields based on user input) to ensure data accuracy and improve user experience |  | | Integration with Other Modules  The Forms Management Module must seamlessly integrate with other system modules, enabling data collected through forms to be automatically shared, processed, or stored across the platform without manual intervention. |  | | Form Management and Version Control  The system should provide tools for managing and organizing forms, including the ability to edit, archive, or deactivate forms as needed. It must also support version control to track changes and maintain a history of form updates. |  | |  |  | | **Total for Criteria 4** | **90** | | **Evaluation of Criteria 5 ;** Compliance / Product/Functionalities demo of the Consultant s proposed EODB Portal to the Functional Requirement of the EODB Portal  The score obtained in Compliance /Responsiveness to the Functional Requirement of the EODB Portal, will be used as a baseline for evaluating the "Product/Functionalities demo." This score reflects how well the Consultant 's proposed EODB Portal aligns with the functional requirements.  **Sub-total** | Points  50 | | |  |  |  |  | | --- | --- | --- | --- | | ***Guidelines of Grading System*** | | ***Grade Score guidelines (%*** | ***Points Grade score obtained x points allocated for the sub-criteria*** | | The proposal meets all the Functional Requirement of the EODB solution as specified in the Terms of Reference. | *Excellent* | *Exceeding 90 %* |  | | The proposal meets some of the Functional Requirement of the EODB solution as specified in the Terms of Reference . | *Good* | *Exceeding 20% and not exceeding 80%* | | The proposal meets a limited number of the Functional Requirement of the EODB solution as specified in the Terms of Reference . | *Average* | *not exceeding 20%* | | ***Total Points for sub-criteria B (i) (Grade\* Total allocated Point) :*** | | |  | |  | | **Evaluation of Criteria 6:** Proposed Support Services and SLA  The evaluation of the proposed support and Service Level Agreement (SLA) encompasses several critical considerations. Key aspects include assessing response and resolution times, evaluating the availability of support services, examining communication channels and the expertise of the support team, reviewing escalation procedures, and understanding service level objectives.  Sub-Total | **Points**  **20** | | **Grand Total Criteria 1+2+3+4+5+6** | **……..** | | **Scoring the Technical Proposal**  The score for the Technical Proposal –TS shall be as follows  TS = (Total points Obtained / Max. Obtainable points for TP) x 100 |  | |
| **25.2** | The minimum Technical Score required to pass is**: …70 Score……..** |
| **28** | **Procedure for Evaluation of Financial Proposal**  The evaluation of the Financial Proposals, shall be conducted in accordance with the selection method indicated in **ITC 2.1**  **For Quality Cost Base Selection (QCBS),**  The Selection procedure for QCBS is in accordance with Reg 91 and 95.  The evaluation of the Financial Proposals shall be conducted in accordance with Regulations 95 and shall be as follows:   1. The Evaluation Committee shall determine the evaluated price of each Financial Proposal by    1. correcting any arithmetic errors and    2. determining whether the financial proposals are complete and have priced all corresponding inputs in the technical proposal. 2. **Correction of Arithmetical Errors**   The Client shall correct arithmetical errors on the following basis:   1. if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Client there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected; 2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and 3. 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.   Consultants shall be requested to accept correction of arithmetical errors and failure to accept the correction, shall result in the rejection of the Bid.   1. **Determining whether the financial proposals are complete and have priced all corresponding inputs in the technical proposal.** 2. To assist in this determination, the Client, may at it’s discretion, ask the Consultant for clarification of the Consultant’s Financial Proposal, including breakdowns of the prices and other information that the Client may require. 3. The request for clarification and the responses shall be in writing via email, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to conform the correction of arithmetic errors discovered by the Client in the valuation of the bids in accordance with (a) above. 4. The lowest evaluated Financial Proposal (Fm) is given the maximum score (Sf) of 100.   The formula for determining the financial Points of all other Proposals is calculated as following:  FS = 100 x Fm/ F, in which,  FS is points from Financial Proposal  “Fm” is the lowest price, and  “F” the price of the proposal under consideration. |
| **29** | **Combined Quality and Cost Evaluation**  Proposals are ranked according to their combined technical score (TS) and financial score (FS) using the weights;   * 1. Technical Score (TS)   Points from Technical Proposal multiply by weight of Technical Proposal.  The weights given to the Technical (T) and Financial (P) Proposals for this assignment are as follows:  T = 70%  P = 30%   * 1. Financial Score (FS)   **Points from Financial Proposal multiply by the weight of Financial Proposal**  **The combined technical and financial score, CS, is calculated as follows:**  CS = TS + FS  where CS is the combined score;  TS the Technical Score; and  FS the Financial Score.  The firm achieving the highest combined technical and financial score will be invited for negotiations. |
| **F. NEGOTIATIONS** | |
| **30** | **The negotiations will be held on the …**[]**………… at…[], Mahe, Seychelles.** |

# SECTION IV. TECHNICAL PROPOSAL FORMS

# BIDDING FORM

**Checklist of Required Forms**

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal/Bid, please ensure compliance with the Bid Submission instructions of the **BDS……….**

|  |  |  |
| --- | --- | --- |
| **FORM** | **DESCRIPTION** | **Check** |
| TECH-1 | Technical Proposal Submission Form. | ☐ |
| TECH-2 | Consultant’s Experience Capacity and Expertise. | ☐ |
| TECH-3 | Comments or Suggestions on the Terms of Reference | ☐ |
| TECH-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment | ☐ |
| TECH-5 | Work Schedule and Planning for Deliverables | ☐ |
| TECH-6 | Team composition and key experts input | ☐ |
| TECH-7 | CVs of key Experts | ☐ |
| TECH-8 | Mandatory Supported Documents | ☐ |

**All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Service Provider who signs the Proposal.**

FORM TECH–1  
Technical Proposal Submission Form

*…………………….]*

Mr. Michael Nalletamby,

Principal Secretary

6th Floor, Independence House Annex,

Victoria, Mahé,

Republic of Seychelles

Dear Madam:

We/I, the undersigned, offer to provide the consulting services for ***“”*** in accordance with your Request for Proposals dated *……………*……… ……….We/I hereby submit my Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We/I hereby declare that:

(a) All the information and statements made in this Proposal are true and We/I accept that any misinterpretation or misrepresentation contained in this Proposal may lead to my disqualification by the Client.

1. My Proposal shall be valid and remain binding upon me for the period of time specified in the Data Sheet, **ITC 12.1**
2. We/I confirm my understanding of my obligation to abide by the Public Procurement Act requirements with regards to corrupt and fraudulent/prohibited practices as per **ITC 3.**
3. We/I have no conflict of interest in accordance with **ITC 5**.
4. Except as stated in the Data Sheet **ITC** **11.1**, We/I undertake to negotiate a Contract on the basis of the proposed Key Experts. We/I accept that the substitution of Key Experts for reasons other than those stated in **ITC 11.7** of the ITC shall end Contract negotiations;
5. Our/My Proposal is binding upon me and subject to any modifications resulting from the Contract negotiations.
6. We/I acknowledge and agree that the Client reserves the right to annul the selection process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to us.

I remain,

Yours sincerely,

Authorized Signature *[in full and initials]*:

Name and Title of Signatory:

Name of Consultant/ Consultant:

Contact information (phone and email):

**FORM TECH–2:**

**Consultant's Organisation and Experience**

Form TECH-2: a Brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment.

**A - Consultant’s Organization**

The Consultant should provide here a brief description of the background and organization of his company.

1. Include documentary evidence of registration as a commercial entity under the relevant laws of the country and provide valid proof of registration.

2. The Consultant must declare that none of their, directors or shareholders were employed by the Client, as defined in ITC 1 (d) within the last **[3] years**.

**B - Consultant’s Experience**

The Consultant must provide documentary proof of 5 years of experience in implementing portal solutions.

Evidence of past projects, including client references and deliverables, must be submitted

3. List only previous similar assignments successfully completed in the last five (5) years.

4. List only those assignments for which the Consultant was legally contracted by the respective Clients. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Key Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Use format below

| **Duration** | **Assignment name/& brief description of main deliverables/outputs** | **Name of Client & Country of Assignment** | **Approx. Contract value**  **(in …. equivalent)**  **/ Amount paid to your firm** | **Role on the Assignment** |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**FORM TECH-3**

**Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be Provided by the Client**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

[Improvements to the Terms of Reference, if any]

**B - On Counterpart Staff and Facilities**

[Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any]

**FORM TECH-4**

**Description of Approach, Methodology, Work Plan in Responding to the terms of reference (tor)**

A description of the approach, methodology and work plan in responding to the terms of reference for performing the assignment, including a detailed description of the proposed methodology and staffing for training.

{The structure of your Technical Proposal:

a) Technical Approach and Methodology [*Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks.]*

***The Consultant is required to complete the following table, provide the relevant product fact sheet and submit them as a separate document in the proposal****.*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Ref.  # | Description of Requirements | Mandatory/Optional(M/O) | Consultant ’s Technical Response to Requirements | Consultant ’s Reference in Response to Requirements in Consultant ’s Proposal | Additional Consultant ’s Responses to Bid Requirements on whether the requirement is Generic (G) or Customizable (C ) to the System | |
| Generic ( G) | If C, also state duration and cost of customization |
| 1 | Seamless Government Services Journey |  |  |  |  |  |
|  | The system shall provide a centralized interface for users to access a wide range of government services (e.g., business registration, tax filing, license applications, permit renewals). |  |  |  |  |  |
|  | Services shall be categorized and searchable, enabling users to easily locate and select the services they require. |  |  |  |  |  |
|  | Guided Process for Each Service:  For each service, the system shall provide step-by-step guidance, including:   * Clear instructions on how to complete the process. * A checklist of required documents. * Information on deadlines and fees (if applicable). |  |  |  |  |  |
|  | The system shall provide multi-channel support (e.g., chatbots, helplines, in-person assistance) to guide users through complex processes or resolve issues. |  |  |  |  |  |
| 2 | Entrepreneur Journey |  |  |  |  |  |
|  | Customise Online Services Journey |  |  |  |  |  |
|  | The system should automatically identify and display relevant government online services and information based on the user’s specific needs, economic activities, and business categories. |  |  |  |  |  |
|  | The system should allow users to share relevant information seamlessly across their customised government online services journey. |  |  |  |  |  |
| 3 | Document Repository Module |  |  |  |  |  |
|  | The system should enable users to share relevant documents seamlessly across their customised government online services journey. |  |  |  |  |  |
|  | Documents Upload and Download |  |  |  |  |  |
|  | The platform should allow users to upload and download required documents digitally, such as identification, certificates, and other supporting documentation, streamlining the application process. |  |  |  |  |  |
|  | Document Verification |  |  |  |  |  |
|  | The platform should include features for verifying the authenticity and validity of submitted documents and certifications, ensuring compliance with regulatory requirements. |  |  |  |  |  |
|  | Digital Document Signing |  |  |  |  |  |
|  | The platform should enable users to digitally sign documents for submission and approval processes. |  |  |  |  |  |
| 4 | Feedback and Grievance Redressal Module |  |  |  |  |  |
|  | The system shall include a feedback mechanism for users to submit feedback or report issues. A ticketing system shall ensure timely resolution of user concerns. |  |  |  |  |  |
|  | The portal should include features like user feedback forms, ratings, and surveys to gather user input, understand user needs, and continuously improve the platforms based on user feedback and analytics. |  |  |  |  |  |
| 5 | Alerts and Notifications |  |  |  |  |  |
|  | The system should notify and prompt users at the appropriate time to start transacting with specific government online services identified in their customised journey. |  |  |  |  |  |
|  | The system shall send automatic notifications to users at key stages of the process (e.g., application received, under review, decision made). It shall also provide reminders for upcoming deadlines (e.g., license renewals, tax filings). |  |  |  |  |  |
|  |  |  |  |  |  |  |
| 6 | Online Application Submission |  |  |  |  |  |
|  | Users should be able to submit applications conveniently through an online platform, eliminating the need for physical paperwork and manual processing. |  |  |  |  |  |
|  | Online Amendment Submission |  |  |  |  |  |
|  | Users should be able to submit amendments to their current active applications conveniently through the online platform. |  |  |  |  |  |
| 7 | Application Tracking |  |  |  |  |  |
|  | Users should be able to track the status of their applications in real-time, providing transparency and visibility into the processing timeline. |  |  |  |  |  |
|  | Government officers should be able to track the status of sanction applications in real-time, providing transparency and visibility into the processing timeline. |  |  |  |  |  |
|  | The applications tracking platform should provide advanced search functionalities, allowing government users to retrieve applications from different government services efficiently. |  |  |  |  |  |
|  | The dashboard should display a list of recent application activities, documents accessed, or tasks completed, allowing users to track the progress of their applications lodged at different government services in real-time. |  |  |  |  |  |
| 8 | Authentication and Authorisation |  |  |  |  |  |
|  | The system shall enable users to authenticate using SeyID as the Single Sign-On (SSO), with authorization verified through integration with the Business Authorisation Portal. |  |  |  |  |  |
|  | The system should enable users to log in once and gain access to multiple applications or services (EODB portal and other online services) without requiring separate login credentials for each. |  |  |  |  |  |
|  | User Accounts and Profiles |  |  |  |  |  |
|  | The system shall allow users to access and manage their accounts and profiles, including personal and business information, within the platform. |  |  |  |  |  |
|  | Users should be able to access and manage their digital identity and/or business accounts, including profile information and security settings. |  |  |  |  |  |
| 9 | Payment & Fee Management |  |  |  |  |  |
|  | Payment Processing |  |  |  |  |  |
|  | The system shall facilitate online payment processing for application fees, enabling secure and convenient transactions. It shall integrate with the Revenue Collection System or Government Payment Portal to ensure seamless payment processing. |  |  |  |  |  |
|  | It shall support multiple payment methods (e.g., credit/debit cards, mobile payments, bank transfers). |  |  |  |  |  |
|  | It shall support reconciliation of fee collections with government financial records. |  |  |  |  |  |
|  | Fee Calculation |  |  |  |  |  |
|  | The system shall automatically calculate fees based on predefined rules (e.g., service type, business category, or transaction value). |  |  |  |  |  |
|  | It shall support dynamic fee structures, including discounts, waivers, or penalties, as per government policies. |  |  |  |  |  |
| 10 | Fee Tracking and Reporting |  |  |  |  |  |
|  | The system shall maintain a centralized record of all fee transactions, including:   * Payment status (paid, pending, overdue). * Payment history and receipts. |  |  |  |  |  |
|  | It shall generate real-time reports for fee collections, outstanding payments, and revenue trends. |  |  |  |  |  |
| 11 | Invoice Management |  |  |  |  |  |
|  | Invoice Creation and Amendment |  |  |  |  |  |
|  | The system should interface with the revenue collection system to raise new invoices and amend existing ones. It must ensure accurate and seamless execution of these tasks, including the ability to update invoice details (e.g., amounts, descriptions, and tax calculations) while maintaining synchronization with the revenue collection system. |  |  |  |  |  |
|  | Invoice Voiding and Cancellation |  |  |  |  |  |
|  | The system must integrate with the revenue collection system to void or cancel invoices. It should ensure proper execution of voiding processes, including reversing associated transactions and updating relevant records in the revenue collection system. |  |  |  |  |  |
|  | Payment Information Retrieval |  |  |  |  |  |
|  | The system should retrieve payment information for invoices from the revenue collection system, including payment status, dates, amounts, and methods. It must provide real-time access to this data to support accurate reconciliation and reporting for applications or services. |  |  |  |  |  |
| 12 | Workflow-Based Approach for processing and approval |  |  |  |  |  |
|  | The system should route sanction applications through different stages of the approval workflow, allowing officers to submit comments and decisions at each stage. |  |  |  |  |  |
|  | Workflow Stage Management |  |  |  |  |  |
|  | The system must support the routing of sanction applications through multiple predefined stages of an approval workflow. It should ensure that applications progress seamlessly from one stage to the next based on predefined rules or user actions. |  |  |  |  |  |
|  | Officer Comments and Input |  |  |  |  |  |
|  | The system should allow officers to submit comments, notes, or feedback at each stage of the approval workflow. This functionality must ensure that all inputs are captured, stored, and associated with the relevant application for audit and reference purposes. |  |  |  |  |  |
|  | Decision Submission and Tracking |  |  |  |  |  |
|  | The system must enable officers to submit decisions (e.g., approve, reject, or request revisions) at each stage of the workflow. It should provide clear tracking of decisions made at each stage, including timestamps and the identity of the decision-maker. |  |  |  |  |  |
|  | Workflow Customization and Flexibility |  |  |  |  |  |
|  | The system should offer the ability to customize the approval workflow stages and rules to accommodate different types of sanction applications or changing business requirements. It must ensure flexibility in defining roles, permissions, and escalation paths for each stage. |  |  |  |  |  |
| 13 | Issued Documents/Certificates Download |  |  |  |  |  |
|  | Document Issuance Notification |  |  |  |  |  |
|  | The system must notify users upon the approval and issuance of documents or certificates by the MDA. Notifications should be delivered via email, SMS, or through the online platform, ensuring users are promptly informed. |  |  |  |  |  |
|  | Secure Document Access |  |  |  |  |  |
|  | The system should provide secure access to issued documents or certificates, ensuring that only authorized users can view and download them. This must include authentication mechanisms to verify user identity and permissions. |  |  |  |  |  |
|  | Document Download Functionality |  |  |  |  |  |
|  | The system must enable users to download issued documents or certificates in commonly used formats (e.g., PDF, Word) directly from the online platform. The download process should be simple, intuitive, and accessible from the user’s account or dashboard. |  |  |  |  |  |
|  | Document Integrity and Verification |  |  |  |  |  |
|  | The system should ensure the integrity of issued documents or certificates by providing features such as digital signatures, watermarks, or unique identifiers. This will allow users and third parties to verify the authenticity of the downloaded documents. |  |  |  |  |  |
| 14 | EODB Portal Information and Management |  |  |  |  |  |
|  | Information and Content |  |  |  |  |  |
|  | The EODB portal should provide comprehensive information on how to start, operate, and close business operations, including guides, FAQs, resources, news, updates, alerts, blogs, and contact details for relevant government agencies. It should also include links to relevant government sites, portals, and gateways. |  |  |  |  |  |
|  | Dynamic Search Functionality |  |  |  |  |  |
|  | The portal should implement a dynamic search feature with predictive suggestions, filters, and real-time results to help users quickly find the information or resources they need. |  |  |  |  |  |
| 15 | Content Management System (CMS) |  |  |  |  |  |
|  | The portal should include a CMS to allow relevant government agencies to maintain and update content and information on the EODB portal. |  |  |  |  |  |
|  | CMS Security and Access Control |  |  |  |  |  |
|  | The portal should include robust security features, such as role-based access controls, to ensure only authorized users can view or modify information and content. Access should be restricted based on user roles and permissions. |  |  |  |  |  |
| 16 | Business Profile & Dashboard |  |  |  |  |  |
|  | Business Profile |  |  |  |  |  |
|  | Users should be able to view and manage their business profile information, including details about their business activities and registrations. |  |  |  |  |  |
|  | Customizable Widgets |  |  |  |  |  |
|  | Users should be able to customize dashboards by selecting and arranging different widgets based on their preferences and requirements. |  |  |  |  |  |
| 17 | Search Applications (Back office) |  |  |  |  |  |
|  | The system shall allow users to search for applications using various criteria, such as:  Application ID.  Applicant name or business name.  Application type (e.g., business registration, license application).  Date range (e.g., submission date, approval date).  Search results shall display relevant details, including application status, submission date, and assigned MDA. |  |  |  |  |  |
|  | View Applications |  |  |  |  |  |
|  | Government users should be able to view the progress of applications lodged at various government services in real-time, ensuring transparency and visibility into the processing timeline. |  |  |  |  |  |
|  | Export and Sharing Options |  |  |  |  |  |
|  | Government users should be able to export application data in various formats (e.g., PDF, Excel, CSV) for further analysis or sharing with colleagues. |  |  |  |  |  |
| 18 | Management Information Systems (MIS) Reporting/ Business Intelligence (BI) Reporting |  |  |  |  |  |
|  | Advanced Reports, Business Intelligence (BI), and Analytics Capabilities |  |  |  |  |  |
|  | Data Visualization |  |  |  |  |  |
|  | The platform should present data using various visual elements such as charts, graphs, gauges, and tables to enhance understanding and decision-making. |  |  |  |  |  |
| 19 | System Administration and Management |  |  |  |  |  |
|  | The platforms should provide administration functionalities and configurable parameters for system administration and management. |  |  |  |  |  |
|  | Security and Access Control |  |  |  |  |  |
|  | The platform should include robust security features, such as role-based access controls, to ensure only authorized users can view or modify dashboard content. Access to specific data or features should be restricted based on user roles and permissions. |  |  |  |  |  |
|  | Auditing and Logging |  |  |  |  |  |
|  | The system should maintain comprehensive logs of all security-relevant events, such as access control decisions, and data changes, for regular review and auditing. |  |  |  |  |  |
|  | The platforms should maintain login attempts, access control decisions, and changes to data. These logs should be securely stored and regularly reviewed for signs of unauthorized activity or security incidents. |  |  |  |  |  |
| 20 | Customer Support |  |  |  |  |  |
|  | Multi-Channel Support Availability |  |  |  |  |  |
|  | The EODB portal must provide users with access to multiple customer support channels, including live chat, email, and phone support. These channels should be operational during defined business hours and clearly accessible from the portal. |  |  |  |  |  |
|  | Live Chat Functionality |  |  |  |  |  |
|  | The system should include a live chat feature that allows users to connect with customer support representatives in real-time. The chat interface must be user-friendly, with options to save chat transcripts for future reference. |  |  |  |  |  |
|  | Email Support System |  |  |  |  |  |
|  | The portal must offer an email support system where users can submit inquiries or report technical issues. The system should automatically generate ticket numbers for tracking and provide timely responses to user queries. |  |  |  |  |  |
|  | Phone Support Integration |  |  |  |  |  |
|  | The EODB portal should integrate phone support, providing users with a dedicated helpline number for immediate assistance. The system must ensure call routing to appropriate support agents and maintain logs of support interactions for quality assurance. |  |  |  |  |  |
| 21 | Forms Management Module |  |  |  |  |  |
|  | Form Creation and Customization |  |  |  |  |  |
|  | The system must provide a user-friendly interface for creating and customizing digital forms. It should allow users to add various field types (e.g., text, dropdowns, checkboxes) and configure form layouts to meet specific business needs. |  |  |  |  |  |
|  | Validation Rules and Conditional Logic |  |  |  |  |  |
|  | The system should enable users to define validation rules (e.g., mandatory fields, input formats) and implement conditional logic (e.g., show/hide fields based on user input) to ensure data accuracy and improve user experience |  |  |  |  |  |
|  | Integration with Other Modules |  |  |  |  |  |
|  | The Forms Management Module must seamlessly integrate with other system modules, enabling data collected through forms to be automatically shared, processed, or stored across the platform without manual intervention. |  |  |  |  |  |
|  | Form Management and Version Control |  |  |  |  |  |
|  | The system should provide tools for managing and organizing forms, including the ability to edit, archive, or deactivate forms as needed. It must also support version control to track changes and maintain a history of form updates. |  |  |  |  |  |

b) Work Plan *[Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client). The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form in Tech 5 or you may use Work Schedule in Tech 5 for this purpose.]*

c) Training **as** specified in the TOR to deliver functional end-user training of the proposed EODB Portal to the functional users of the system.

**FORM TECH-5**

**Work Schedule and planning for deliverables**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Deliverables[[3]](#footnote-3) (D ‑ \_\_)** | **Month[[4]](#footnote-4)[[5]](#footnote-5)** | | | | | | | | | | | **TOTAL** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **…** | **n** |
| **D ‑ 1** | *[e.g., Deliverable #1: Report A]* |  |  |  |  |  |  |  |  |  |  |  |  |
| **D1** | ***Project Inception Reports &, Kick-off***  *(The Inception Report should be delivered in both digital and hard copy within 3days of Effective date )* |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Administrative Requirement  Within three (3) days of receipt of the Inception Report, the Client shall either;   1. notify the Consultant that the Report has been accepted, *in the event the Client approves / validates the “Inception Report”* or 2. In the event that the Report does not meet Client’s requirements, the Client shall advise the Consultant as to which aspects of the Inception Report requires revision. The Consultant shall implement such revisions in accordance with Client’s instructions and deliver the revised Inception Report to Client for review within 3 working days following receipt by Consultant of the request for revision. Client may request that this process be repeated as many times as necessary to meet the Client’s requirement. |  |  |  |  |  |  |  |  |  |  |  |  |
| **D2** | Conducting a comprehensive assessment of the current financial management systems, processes, user requirements and process re-engineering for EODB PORTAL within the Client’s organization.  Technical Documents(*GAP Analysis, System Requirement Specification (SRS) document*) |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Administrative Requirement  Within three (3) days of receipt of the Inception Report, the Client shall either;   1. notify the Consultant that the Technical Documents has been accepted, *in the event the Client approves / validates the “Technical Documents”* or 2. In the event that the Report does not meet Client’s requirements, the Client shall advise the Consultant as to which aspects of the Technical Documents requires revision. The Consultant shall implement such revisions in accordance with Client’s instructions and deliver the revised Technical Documents to Client for review within 5 working days following receipt by Consultant of the request for revision. Client may request that this process be repeated as many times as necessary to meet the Client’s requirement. |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ***Review, Approval & Sign-Off of SRS and Scoping documents (4 Weeks)*** |  |  |  |  |  |  |  |  |  |  |  |  |
| **D3** | Supplying and customizing an EODB PORTAL solution that aligns with the client needs and objectives as specified in the business and technical requirements.  EODB PORTAL must be compliant with specified standards, legislation and guidelines (as outlined in the TOR)  Technical Documents(*System Design Document, etc*) |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Administrative Requirement  Within fifteen (15) days of receipt of the Technical Documentations, the Client shall either;   1. notify the Consultant that the Technical Documentations has been accepted, *in the event the Client approves / validates the “Technical Documentations”* or 2. In the event that the Technical Documentations does not meet Client’s requirements, the Client shall advise the Consultant as to which aspects of the Technical Documentations requires revision. The Consultant shall implement such revisions in accordance with Client’s instructions and deliver the revised Technical Documentations to Client for review within 3 working days following receipt by Consultant of the request for revision. Client may request that this process be repeated as many times as necessary to meet the Client’s requirement. |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ***Review, Approval & Sign-Off on EODB PORTAL Implementation (4 Weeks)*** |  |  |  |  |  |  |  |  |  |  |  |  |
| **D4** | Configuring, testing, and deploying the EODB PORTAL, ensuring its seamless integration with existing systems and databases. |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Administrative Requirement  Within five (5) days of receipt of the Test Plan & Deployment Plan, the Client shall either;   1. notify the Consultant that the Test plan has been accepted, *in the event the Client approves / validates the “Test plan & Deployment Plan”* or 2. In the event that the Test plan does not meet Client’s requirements, the Client shall advise the Consultant as to which aspects of the Test Plan requires revision. The Consultant shall implement such revisions in accordance with Client’s instructions and deliver the revised Test Plan to Client for review within 3 working days following receipt by Consultant of the request for revision. Client may request that this process be repeated as many times as necessary to meet the Client’s requirement. |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ***Sign-off of Test Plan/ Strategy*** |  |  |  |  |  |  |  |  |  |  |  |  |
| **D5** | Developing and implementing data migration strategies to ensure the smooth transition from the current systems to the new EODB PORTAL. |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Administrative Requirement  Within five (5) days of receipt of the Technical Document (Data Migration Strategy Document and detailed data mapping document), the Client shall either;   1. notify the Consultant that the documents has been accepted, *in the event the Client approves / validates the “Technical Document”* or 2. In the event that the *Technical Documents* does not meet Client’s requirements, the Client shall advise the Consultant as to which aspects of the Technical document requires revision. The Consultant shall implement such revisions in accordance with Client’s instructions and deliver the revised Technical document to Client for review within 3 working days following receipt by Consultant of the request for revision. Client may request that this process be repeated as many times as necessary to meet the Client’s requirement. |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ***Sign-off on Data Conversion and Migration*** |  |  |  |  |  |  |  |  |  |  |  |  |
| **D6** | Providing comprehensive training programs for the client’s staff, covering all aspects of the EODB PORTAL functionality and usage. |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Administrative Requirement  Within five (5) days of receipt of the Training Plan & Report, the Client shall either;   1. notify the Consultant that the Training Plan & Report has been accepted, in the event the Client approves / validates the “Training Plan & Report” or 2. In the event that the Training plan does not meet Client’s requirements, the Client shall advise the Consultant as to which aspects of the Training Plan & Report requires revision. The Consultant shall implement such revisions in accordance with Client’s instructions and deliver the revised Training Plan & Report to Client for review within 3 working days following receipt by Consultant of the request for revision. Client may request that this process be repeated as many times as necessary to meet the Client’s requirement. |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ***Sign-off of Training Reports*** |  |  |  |  |  |  |  |  |  |  |  |  |
| **D7** | Implementing a pilot program to test the EODB PORTAL in a controlled environment for at least 3 months before full Commission. |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Administrative Requirement  Within five (5) days of receipt of the Pilot Program Report, the Client shall either;   1. notify the Consultant that the Pilot Program Report has been accepted, in the event the Client approves / validates the “Pilot Program Report” or 2. In the event that the Pilot Program Report does not meet Client’s requirements, the Client shall advise the Consultant as to which aspects of the Pilot Program Report requires revision. The Consultant shall implement such revisions in accordance with Client’s instructions and deliver the revised Pilot Program Report to Client for review within 3 working days following receipt by Consultant of the request for revision. Client may request that this process be repeated as many times as necessary to meet the Client’s requirement. |  |  |  |  |  |  |  |  |  |  |  |  |
| **D8** | ***User Acceptance Testing( UAT)*** |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Administrative Requirement  Within five (5) days of receipt of the User Acceptance Testing Report, the Client shall either;   1. notify the Consultant that the UAT Report has been accepted, in the event the Client approves / validates the “UAT” or 2. In the event that the UAT Report does not meet Client’s requirements, the Client shall advise the Consultant as to which aspects of the System requires revision. The Consultant shall implement such revisions in accordance with Client’s instructions and deliver the updated version System to Client for review within 3 working days following receipt by Consultant of the request for revision. Client may request that this process be repeated as many times as necessary to meet the Client’s requirement. |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ***Sign-off on User Acceptance Testing( UAT)*** |  |  |  |  |  |  |  |  |  |  |  |  |
| **D9** | Systems Installations and Pre-commissioning |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Administrative Requirement  Within five (5) days of receipt of the Technical Document, the Client shall either;   1. notify the Consultant that the Technical document has been accepted, in the event the Client approves / validates the “Technical Document” or 2. In the event that the Technical Document does not meet Client’s requirements, the Client shall advise the Consultant as to which aspects of the Technical Document requires revision. The Consultant shall implement such revisions in accordance with Client’s instructions and deliver the revised Technical Document to Client for review within 3 working days following receipt by Consultant of the request for revision. Client may request that this process be repeated as many times as necessary to meet the Client’s requirement. |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ***Sign-off on hardware systems installations, configurations and commissioning*** |  |  |  |  |  |  |  |  |  |  |  |  |
| **D10** | **Quality Assurance (QA)** for EODB PORTAL functionalities, configurations, interface and integrations |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Administrative Requirement  Within five (5) days of receipt of the Quality Assurance Report, the Client shall either;   1. notify the Consultant that the Quality Assurance Report has been accepted, in the event the Client approves / validates the “QA” or 2. In the event that the QA Report does not meet Client’s requirements, the Client shall advise the Consultant as to which aspects of the UAT Report requires revision. The Consultant shall implement such revisions in accordance with Client’s instructions and deliver the revised QA Report to Client for review within 3 working days following receipt by Consultant of the request for revision. Client may request that this process be repeated as many times as necessary to meet the Client’s requirement. |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ***Sign-off on all QA*** |  |  |  |  |  |  |  |  |  |  |  |  |
| **D11** | Go-live: Rolling out the EODB PORTAL for full operational use after successful completion of the pilot phase |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Administrative Requirement  Within fourteen (14) days of receipt of the notice, the Client shall either;   1. notify the Consultant that the notice has been accepted, in the event the Client approves / validates the “notice” or 2. In the event that the System does not meet Client’s requirements, the Client shall advise the Consultant as to which aspects of the System requires adjustment. The Consultant shall implement such revisions in accordance with Client’s instructions and deliver the updated version System to Client for review within 3 working days following receipt by Consultant of the request for revision. Client may request that this process be repeated as many times as necessary to meet the Client’s requirement |  |  |  |  |  |  |  |  |  |  |  |  |
| **D12** | Commencement and completion of Operational Acceptance (5 Months) |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Administrative Requirement  Within fourteen (14) days of receipt of the Operational Acceptance Test Report, the Client shall either;   1. notify the Consultant that the notice has been accepted, in the event the Client approves / validates the “Operational Acceptance Test Report” or 2. In the event that the Operational Acceptance Test Report does not meet Client’s requirements, the Client shall advise the Consultant as to which aspects of the System requires adjustment. The Consultant shall implement such revisions in accordance with Client’s instructions and deliver the updated version System to Client for review within 3 working days following receipt by Consultant of the request for revision. Client may request that this process be repeated as many times as necessary to meet the Client’s requirement |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ***Sign-off on Operational Acceptance Certificate*** |  |  |  |  |  |  |  |  |  |  |  |  |
| **D13** | Support Services(AMC) and Warranty Period (SLA) |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ***Sign-off on AMC and Warranty Certificate*** |  |  |  |  |  |  |  |  |  |  |  |  |
| **D14** | Assisting in the development of relevant policies, procedures, and guidelines to support the effective utilization of the EODB PORTAL. |  |  |  |  |  |  |  |  |  |  |  |  |
| **D15** | Post Warranty |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ***Sign-off on Post Warranty*** |  |  |  |  |  |  |  |  |  |  |  |  |

**FORM TECH-6**

**Team Composition, Assignment, and Key Experts’ inputs**

***Organization and Staffing.*** {Please describe the structure and composition of your team, list of the Key Experts, Non-Key Experts for the relevant deliverables

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Name** | **Expert's Input (in person/month) per each Deliverable** | | | | | | | | **Total Time Input (in Months)** | | |
| **Position** | **Location** | **D ‑ 1** | **D ‑ 2** | **D ‑ 3** | **……** | **D ‑ \_\_\_** | **Etc.** | **Home[[6]](#footnote-6)** | **Field[[7]](#footnote-7)** | **Total** |
| **KEY EXPERTS[[8]](#footnote-8)** | | | | | | | | | | | | |
| K-1 |  | *[Team Leader* | *]* |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| K-3 |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **Total** | | | | | | | | | |  |  |  |

TECH FORM 7

Curriculum Vitae (CV)

*(Indicative format)*

|  |  |
| --- | --- |
| **Position Title and No.:** | *[e.g., K-1, Team Leader]* |
| **Name of Expert:** | *[insert full name]* |
| **Date of Birth:** | *[day/month/year]* |
| **Country of Citizenship/Residence:** | *[insert country]* |

**Education**: *[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained.]*

**Employement record relevant to the Services**: *[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the Services does not need to be included.]*

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Employing organization and your title/position. Contact information for references** | **Country** | **Summary of activities performed relevant to the Services** |
| *[e.g., May 2015 – present]* | *[e.g. Ministry of \_\_\_\_\_\_\_\_\_\_\_\_, advisor/consultant to \_\_\_\_\_\_\_\_\_\_\_\_*  *For references: phone \_\_\_\_\_\_\_\_\_\_ / email \_\_\_\_\_\_\_\_\_, Mr. Bbbbbbb, deputy minister]* |  |  |
|  |  |  |  |

**Membership in Professional Associations and Publications:**

**Language Skills (indicate only languages in which you can work):**

**Adequacy for the Services:**

|  |  |
| --- | --- |
| **Detailed Tasks Assigned to Consultant’s Team of Experts** | **Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks** |
| ***[List all deliverables/tasks as in TECH‑5 and TECH- 4 in which the Expert will be involved]*** |  |
|  |  |
|  |  |

**Expert’s contact information:** *[email:\_\_\_\_\_\_\_\_\_\_\_\_\_, phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_]*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the Services in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

*[day/month/year]*

Name of Expert Signature Date

*[day/month/year]*

Name of authorized Representative of the Consultant Signature Date

*[the same who signs the Proposal]*

**FORM TECH-8**

**MANDATORY SUPPORTED DOCUMENTS**

The following supported documents must be submitted along with your proposal

1. Preliminary Project Plan: The Preliminary Project Plan must address the following:
   1. Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);
   2. Implementation Sub-Plan;
   3. Training Sub-Plan;
   4. Testing and Quality Assurance Sub-Plan;
   5. Warranty Defect Repair and Technical Support Service Sub-Plan.
2. **Change Management Plan:** The Change Management Plan/ strategy in their proposal that will ensure smooth transition from legacy system to new EODB PORTAL. The change management plan/ strategy must have components/ activities for the various stakeholder and all change management activities linked to a realistic timeframe.
3. **Annual Maintenance Contract, Support Services and SLA:**

The support plan and SLA for up keeping the EODB PORTAL post the completion/ achievements of Operational Acceptance, Warranty, and Post-warranty periods include the following: Offering post-implementation support, including maintenance, troubleshooting, and user assistance.

1. **Provision of infrastructure requirements (Hardware Inventory)**, including related components, is required to support the EODB PORTAL solution such as servers, storage devices, networking, Memory, and other hardware components, to ensuring its uninterrupted operation in a fully protected manner. This entails redundancy measures, where, in the event of hardware or application-level failure at one site, the service seamlessly transitions and continues functioning from another site. Additionally, the provision of hardware should consider the deployment options, whether on-premises or in the cloud services.
2. **Certifications**

The Consultant is required to complete the following table, provide copies of these certifications, and submit them as a separate document in the proposal.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item # | Standard | Yes | No | Comments |
| 1 | ISO 18091:2019, Quality management system or ISO 9001:2015 Quality management system |  |  |  |
| 2 | ISO 27001 - Information Security Management System |  |  |  |
| 3 | ISO 21378:2019 Audit data collection |  |  |  |
|  |  |  |  |  |

1. **Authorization Certificate**

If the bidder is not the owner of the proposed solution, they must provide proof of being an authorized dealer or supplier of the solution, including a valid authorization certificate from the solution owner.

# SECTION V .FINANCIAL PROPOSAL FORMS

# BIDDING FORMS

**Checklist of Required Forms**

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission for Financial. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Bid Submission instructions of the **Data Sheet.**

|  |  |  |
| --- | --- | --- |
| **FORM** | **DESCRIPTION** | **Check** |
| FIN-1 | Financial Proposal Submission Form | ☐ |
| FIN-2 | Breakdown of Prices | ☐ |

***All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.***

Form FIN–1:  
Financial Proposal submission form

*[Location, Date]*

To:   
*[Name and address of Client]*

Dear Sirs,

We/I, the undersigned, offer to provide the Services for the **..........................................................................................** in accordance with your Request for Proposal dated ……………………………………..*[Insert Date]* and our Technical Proposal.

Our attached financial Proposal is for the amount of :

*………………………………………………………………………………………………………….[Amount in words]*

*………………………………………………………………………………………………………….[Amount in USD].* including taxes, duties and fees as per **ITC 17** of the Data Sheet. The Price include Provision of support service during the 24 months of warranty period.

Our financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in **ITC 12.1** of the Data Sheet.

We/I understand you reserve the right to annul the process and reject all Proposals at any time prior to Contract award.

We remain,

Yours sincerely,

Authorized Signature: *[In full and initials]*

Name and Title of Signatory:

In the capacity of:

Address:

Email:

## **FORM FIN-2**

**Breakdown of the Prices quoted in Fin 1.**

|  |  |  |
| --- | --- | --- |
| **Item** | **Deliverables as specified in the TOR** | **Price Lump sum inclusive of all taxes and levies in accordance with ITC 16** |
| 1 | Advance Payment: Twenty percent (10%) of the entire Contract Price shall be paid upon receipt of a claim accompanied by the invoice. |  |
|  | Upon completion and acceptance of D6 10% of the Contract sum |  |
| 2 | Software Installation: Thirty percent (30%) upon completion of the installation and customization of the software .i.e upon Sign-off on User Acceptance Testing( UAT) at D7 |  |
| 3 | Training: Ten (10%) upon completion of the training. |  |
| 4 | Final Acceptance: Thirty percent (30%) upon issuance of the completion certificate and final acceptance of the work. i.e upon Sign-off on Operational Acceptance Certificate at D11 |  |
| 5 | Retention Fee (10%) – to be released at the end of the Defects Liability Period / Warranty Period (SCC 1.1 gg) |  |
|  | **SUB-TOTAL** |  |
|  | Cost of support services during first 12 months of warranty period |  |
|  | Cost of support services during second 12 months of warranty period |  |
|  | **SUB-TOTAL FOR SUPPORT SERVICES DURING WARRANTY PERIOD** |  |
|  | **Total Financial Bid** |  |

*The prices are in accordance with the requirements of ITC 17and is exclusive of the cost of Microsoft-related licensed products such as Windows Servers, SQL Servers and Office*

**I/ We confirm that the price quoted is inclusive of all duties, taxes, and levies.**

.………………………………………………………………………. Name of person signing

Date: ………………………………………………………

# SECTION VI. CLIENT’S REQUIREMENTS

**Terms of Reference**

# Background Information

The Government of Seychelles is committed to improving the Ease of Doing business. To address challenges faced by local businesses, such as fragmented services, lengthy processing times, and lack of transparency, the government has prioritized digital innovation and streamlined service delivery.

A key initiative in this effort is the development of an Ease of Doing Business (EODB) Portal. This portal will serve as a one-stop platform for businesses to access information, submit documents, and make payments seamlessly. By centralizing and digitizing government services, the portal aims to enhance the business environment, making it more conducive for investors and local businesses.

# Introduction

The Ministry of Investment and Entrepreneurship (MIE) is seeking a qualified IT solutions/service provider to supply, implement, and maintain an EODB Portal. This project is part of a larger digital transformation effort to modernize public service delivery and enhance Seychelles' competitiveness as a business destination.

# Objectives

The primary objectives of the EODB Portal are:

1. To streamline and digitize business-related processes, reducing administrative inefficiencies.
2. To provide a centralized platform for businesses to interact with government agencies.
3. To integrate an e-Payment Gateway for seamless online transactions.
4. To enhance transparency, reduce processing times, and improve the overall business environment in Seychelles.

# Scope of Work and Deliverables

The project consists of the following components:

4.1 Design, Development, and Supply of the EODB Portal Software Product/License

1. Develop an implementation methodology with a detailed roadmap, including deliverables and target deadlines from contract signing to deployment.
2. Conduct a comprehensive assessment of current systems, processes, and requirements within MIE and other stakeholders.
3. Supply and customize the EODB Portal, including an integrated e-Payment Gateway, ensuring compliance with specified standards, legislation, and guidelines.

4.2 Provision of Server Hardware and Related Infrastructure Requirements

1. Provide server hardware and related components to support the EODB Portal, ensuring uninterrupted operation.
2. Implement redundancy measures for service continuity in case of hardware or application-level failure.
3. Consider deployment options (on-premises or cloud-based) to meet the ministry’s infrastructure needs.

4.3 Onsite Customization, Installation, and Implementation

1. Configure, test, and deploy the EODB Portal, ensuring seamless integration with existing systems (e.g., NPD, SeyID, Immigration Information System, Registration Division, Seychelles Licensing Authority).
2. Develop and implement data migration strategies for a smooth transition to the new system.

4.4 Onsite Training for Staff and Relevant Stakeholders

1. Provide comprehensive training programs for MIEI staff, Seychelles Investment Board, and other stakeholders on the functionality and usage of the EODB Portal.
2. Align training with the operational business processes of different user groups.

4.5 Interfacing with Existing Information Systems

1. Ensure seamless integration with existing government systems, including the Government Cashier Module and IFMIS (when operational).
2. Enable data exchange and interoperability between the EODB Portal and other platforms.

4.6 Training of In-House IT and DICT Personnel

1. Train in-house IT and DICT personnel to provide 1st and 2nd level support for the EODB Portal and e-Payment Gateway.

4.7 Post-Implementation Support and Maintenance

1. Provide a 1-year Enterprise Level Support contract, including maintenance, troubleshooting, and user assistance.
2. Assist in developing policies, procedures, and guidelines for effective system utilization.
3. Ensure data security, backup, and disaster recovery measures are in place.

4.8 Technical Documentation

1. Deliver comprehensive technical documentation, including user manuals, system architecture, and operational guidelines.

# Deliverables

The Consultant must ensure the EODB Portal meet the requirements specified in the Terms of Reference. Upon project completion, the Consultant shall provide:

1. Live Demonstration to Final Users
   1. Conduct a live demonstration to validate that the solution meets the Ministry’s requirements.
2. Fully Installed, Integrated, and Functional EODB Portal
   1. Deliver a fully operational EODB Portal integrated with existing government e-Payment Gateway, ensuring all relevant data has been migrated.
3. Comprehensive Documentation
   1. Provide technical and non-technical manuals, user guides, and operational procedures.
4. Executive Summary Report
   1. Submit a report validating the implementation process, achievements, and any gaps.
5. Ongoing Technical Support and Maintenance
   1. Provide 1-year post-implementation support, including troubleshooting and updates.
6. Training and Knowledge Transfer
   1. Deliver training sessions for MIE staff, Seychelles Investment Board, and other stakeholders.
   2. Train in-house IT and DICT personnel for 1st and 2nd level support.
7. Post-Implementation Review and Recommendations
   1. Conduct a review to assess system effectiveness and provide actionable recommendations.

# Business Functionality

The EODB Portal must support the following business and operational functions:

1. Business Plan Submission and Approval
   1. Online submission of business plans to the Seychelles Investment Board (SIB).
   2. Real-time tracking of approval status.
2. Business or Company Registration
   1. Online registration with the Registration Division.
   2. Checklist of required documents and real-time tracking.
3. Business Licensing
   1. Online application, renewal, and payment for licenses through the Seychelles Licensing Authority (SLA).
4. Planning Application Submission
   1. Online submission of planning applications to the Seychelles Planning Authority.
5. Tax Registration
   1. Online registration for a Tax Identification Number (TIN) with the Seychelles Revenue Commission (SRC).
6. Gainful Occupational Permit (GOP) Application
   1. Online application for GOPs for foreign employees through the Ministry of Employment and Social Affairs.
7. Fee and Payment Management
   1. Integration of the e-Payment Gateway for online payments.
8. Document Management and e-Signature
   1. Secure document upload, storage, and retrieval with e-signature functionality.
9. Application Tracking and Notifications
   1. Real-time tracking of application statuses and automated notifications.
10. Integration with Existing Systems
    1. Seamless integration with existing government systems, including the Government Cashier Module and EODB.
11. User Management and Access Control
    1. Role-based access control for different user groups.
12. Reporting and Analytics
    1. Business intelligence reports and dashboards for monitoring and decision-making.
13. System Configuration and Administration
    1. Tools for system customization and administration.
14. System Monitoring, Alerts, and Notifications
    1. Monitoring tools for system performance and usage.
15. Data Security and Compliance
    1. Robust data security measures and compliance with relevant legislation.
16. Training and Support
    1. Training programs and ongoing technical support.

# General Technical Requirements

The EODB Portal must consider the following aspects:

* 1. Architecture robustness, modularity, and scalability.
  2. Subsystem integration, extensibility, and interoperability.
  3. Security, performance, user-friendliness, and compliance.
  4. Maintenance and support.

# Training

The Consultant must provide the following training services:

* + 1. End-User Training
  1. Functional training for users, including training materials and assessments.

1. Technical System Administration Training
   1. Training for ICT teams on system management and support.
2. Functional Super User Training
   1. Training for functional administrators to ensure system sustainability.
3. Technical ICT Training
   1. Training for DICT personnel on server and storage management.

# Data Cleaning, Conversion, and Migration

The Consultant must provide data migration services, limited to reference data or other necessary data for optimal system functionality.

# Requirements of the Consultant’s Technical Team

The Consultant must deploy a project manager, public finance manager/accounting expert, functional key personnel, and technical key personnel to complete the project.

# 11. Payment Schedule

1. Advance Payment: 10% upon contract signing.
2. Inception Report/Project Plan: 10% Upon completion and acceptance of Plan/Reports
3. Software Installation: 30% upon completion of installation and User Acceptance Testing (UAT).
4. Training: 10% upon completion of training services.
5. Final Acceptance: 30% upon issuance of the completion certificate.
6. Retention Fee: 10% after commissioning and post-warranty sign-off.

# Logistics and Accommodation

1. The Consultant is responsible for accommodation and logistics for their team.
2. The Client will provide office space, internet access, and a landline phone.

# Location

The primary implementation focus is in Seychelles, with flexibility for remote execution of specific tasks.

# Services and facilities to be provided by client

1. The Client will provide one secure office space for the Service Provider to perform their obligation. The space will be adequate enough for placement of their equipment. Key cards will be provided to the Service Provider for building/office access.
2. An office land line phone will be made available, if required in the offered office. The Client will not be providing any other form of telecom service to the Service Provider.
3. The Client will make available access to the internet in the provided office. The Client will not be providing any other scanning equipment/hardware/facilities to the Service Provider.
4. The Client will not be providing any staff to the service provider to assist with the administrative duties
5. The standard working hours on the Client’s premise will be from 8am to 4pm, (on business days i.e. Mondays to Fridays). Anything above will have to be discussed and agreed upon with the Client.

# Services and facilities to be provided by the service provider

The service provider is expected to carry out the activities and tasks outlined in the deliverable section at the client's office. The service provider must deploy adequately skilled manpower resources to undertake and complete the assignment within the specified time frame

# APPENDIX

APPENDIX A1

**Legal and Regulatory Requirements to be met by the EODB Portal**

The EODB Portal MUST comply with the following laws and regulations of the Republic of Seychelles:

**Cybercrimes and other Related Crimes Act, 2021** – An Act to combat criminal activities perpetrated using computer systems and for matters connected therewith or incidental thereto.

**Data Protection Act, 2023** – An Act for the protection of individual with regards to the processing of personal data, to recognize the right to privacy envisaged in Article 20 of the Constitution, to promote and facilitate responsible and transparent flow of information by private and public entities and to provide for other related matters.

**Electronic Transaction (Affixing Digital Signature) Regulations, 2018** Regulations prescribing the requirement and use of digital signature certificates. Furthermore, to legally recognize secure digitally signed documents having the same validity as a manuscript signature.

**Standards that EODB PORTAL MUST comply with**

The proposed EODB PORTAL solution must adhere to the standards mentioned below. However, the Consultant may specify alternative standards in its bid, provided that it can demonstrate to the Client's satisfaction that the substitute(s) will enable the EODB PORTAL to perform substantially equivalent to or better than the specifications.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item # | Standard | Yes | No | Comments |
|  | ISO 18091:2019, Quality management system or ISO 9001:2015 Quality management system |  |  |  |
|  | ISO 27001 - Information Security Management System |  |  |  |
|  | ISO 21378:2019 Audit data collection |  |  |  |
|  | CMMi Level 5 |  |  |  |
|  | ISO 20000 |  |  |  |

**Other Internal Policy that EODB PORTAL MUST comply with**

* WCAG 2.1 (Web Content Accessibility Guidelines

APPENDIX A2

**Business functionality**

The Consultant should submit information in response to required functionalities listed below:

**Seamless Government Services Journey**

The Seamless Government Services Journey is designed to provide a unified, efficient, and user-friendly experience for accessing and completing government services. It ensures that users can interact with multiple government agencies and services through a single platform, eliminating the need to navigate multiple systems or offices. The process includes the following steps:

* 1. Unified Access to Services
* Users shall be able to access a wide range of government services (e.g., business registration, tax filing, license applications, permit renewals) through a single platform.
* Services shall be categorized and searchable, making it easy for users to find what they need.
  1. Guided Process for Each Service

For each service, users shall receive step-by-step guidance, including:

* Instructions on how to complete the process.
* A list of required documents.
* Deadlines and fees (if applicable).
  1. Real-Time Status Tracking

Users shall be able to track the status of their applications and transactions in real-time, including:

* Confirmation of submission.
* Progress of reviews by relevant agencies.
* Final decision (approval or rejection).
  1. Automated Notifications

Users shall receive automatic updates at key stages of the process (e.g., application received, under review, decision made). They shall also receive reminders for upcoming deadlines (e.g., license renewals, tax filings).

* 1. Document Management

Users shall be able to upload, store, and manage all required documents (e.g., identification, business certificates, tax records) in a secure repository. These documents can be shared across multiple services to avoid redundant submissions.

* 1. Multi-Channel Support

Users shall have access to support through multiple channels, such as chatbots, helplines, and in-person assistance, to guide them through complex processes or resolve issues.

* 1. Feedback and Grievance Redressal

Users shall be able to submit feedback or report issues they encounter during the process. A ticketing system shall ensure timely resolution of their concerns.

**Entrepreneur Journey - Business Setup and Compliance**

The Entrepreneur Journey is designed to help entrepreneurs start, operate, and grow their businesses by simplifying compliance and providing access to resources. The process includes the following steps:

1. Personalized Roadmap

Entrepreneurs shall receive a step-by-step guide to set up their business, including tasks like:

* Registering their business with the relevant authorities.
* Applying for necessary licenses and permits.
* Complying with tax obligations.

Each step shall include clear instructions, a list of required documents, and deadlines.

1. Progress Tracking

Entrepreneurs shall be able to track their progress through a dashboard that shows:

* Completed tasks.
* Pending actions (e.g., license renewals, tax filings).
* Upcoming deadlines with reminders.

1. Access to Resources

Entrepreneurs shall have access to information about government grants, loans, and incentives, including:

* Eligibility criteria.
* Application forms.

They shall also be able to connect with mentorship programs and access training resources to support their business growth.

1. Regulatory Updates

Entrepreneurs shall receive real-time notifications about changes in regulations, compliance requirements, or deadlines to ensure they stay informed and avoid penalties.

1. Document Management

Entrepreneurs shall be able to upload, store, and manage all required documents (e.g., incorporation certificates, tax filings) in one place. These documents can be shared across multiple systems to avoid redundant submissions.

1. Feedback Mechanism

Entrepreneurs shall be able to submit feedback or report issues they encounter during the process. A ticketing system shall ensure timely resolution of their concerns.

**Applications for Economic Need Test (ENT) - Investment by Non-Seychellois**

The Economic Need Test (ENT) process ensures that investments by non-Seychellois in economic activities not listed in the Reserved Economic Activities Policy 2020 align with national development goals. The process includes the following steps:

1. Eligibility Check

Non-Seychellois investors shall be able to check if their proposed investment qualifies for the ENT. This includes verifying whether the investment meets criteria such as economic contribution, job creation, and alignment with national priorities.

1. Application Submission

Investors shall be able to submit their ENT application online, providing details such as:

* Business information (e.g., name, type, location).
* Investment details (e.g., amount, sector, expected economic impact).
* Supporting documents (e.g., business plan, financial statements).

1. Multi-Agency Review

Relevant government agencies (e.g., investment board, tax authority, labor department) shall collaborate to review the application. Each agency shall assess the application based on its mandate (e.g., economic impact, tax compliance, employment generation).

1. Application Tracking

Investors shall be able to track the status of their application in real-time, including:

* Confirmation of submission.
* Progress of reviews by each agency.
* Final decision (approval or rejection).

1. Notifications and Communication

Investors shall receive automatic updates at key stages of the process (e.g., application received, under review, decision made). They shall also be able to communicate with reviewing agencies to provide additional information or clarify details.

1. Decision and Compliance

If the application is approved, investors shall receive an approval certificate and guidelines for complying with investment conditions (e.g., job creation targets, reporting requirements). If rejected, investors shall receive a detailed explanation of the decision.

1. Ongoing Compliance Monitoring

Approved investors shall be required to comply with investment conditions, such as creating jobs or meeting economic targets. Government agencies shall monitor compliance and provide support as needed.

**Application for Sanction on Immovable Properties - Businesses and Companies (Non-Seychellois)**

The process for non-Seychellois businesses and companies to obtain sanction for immovable properties ensures compliance with national regulations while facilitating investment. The process includes the following steps:

1. Eligibility Check

Non-Seychellois businesses and companies shall be able to check if they qualify for sanction on immovable properties. This includes verifying compliance with criteria such as:

* Alignment with national development goals.
* Economic contribution (e.g., job creation, investment in key sectors).
* Adherence to property ownership laws.

1. Application Submission

Businesses and companies shall be able to submit their application online, providing details such as:

* Company information (e.g., name, type, registration details).
* Property details (e.g., location, size, intended use).
* Investment details (e.g., amount, economic impact).
* Supporting documents (e.g., business plan, financial statements, property ownership proof).

1. Multi-Agency Review

Relevant government agencies (e.g., land registry, investment board, tax authority) shall collaborate to review the application. Each agency shall assess the application based on its mandate (e.g., land use, economic impact, tax compliance) and the final approval by the Cabinet of Minister.

1. Application Tracking

Businesses and companies shall be able to track the status of their application in real-time, including:

* Confirmation of submission.
* Progress of reviews by each agency.
* Final decision (approval or rejection).

1. Notifications and Communication

Businesses and companies shall receive automatic updates at key stages of the process (e.g., application received, under review, decision made). They shall also be able to communicate with reviewing agencies to provide additional information or clarify details.

1. Decision and Compliance

If the application is approved, businesses and companies shall receive a sanction certificate and guidelines for complying with property ownership conditions (e.g., usage restrictions, reporting requirements). If rejected, they shall receive a detailed explanation of the decision.

1. Ongoing Compliance Monitoring

Approved businesses and companies shall be required to comply with property ownership conditions, such as adhering to usage restrictions or submitting periodic reports. Government agencies shall monitor compliance and provide support as needed.

**Application for Maritime Licensing**

The process for businesses and companies to obtain a maritime activity license ensures compliance with maritime regulations while enabling them to operate in maritime-related activities. The process includes the following steps:

* 1. Eligibility Check

Businesses and companies shall be able to check if they qualify for a maritime activity license. This includes verifying compliance with criteria such as:

* + Alignment with maritime safety and environmental regulations.
  + Proof of ownership or authorization to operate vessels or maritime facilities.
  + Demonstration of operational capability and financial stability.
  1. Application Submission

Businesses and companies shall be able to submit their application online to the Seychelles Maritime Safety Authority (SMSA). The application shall include:

* + Business information (e.g., name, type, registration details).
  + Details of the maritime activity (e.g., type of vessels, operational area, intended use).
  + Supporting documents (e.g., proof of ownership, safety certifications, financial statements).
  1. Review and Approval

The SMSA shall review the application to ensure compliance with maritime regulations. This includes:

* + Verifying the accuracy of submitted information.
  + Assessing the applicant’s ability to meet safety and environmental standards.
  + Consulting with other relevant agencies (e.g., environmental authority, port authority) if necessary.
  1. Application Tracking

Businesses and companies shall be able to track the status of their application in real-time, including:

* + Confirmation of submission.
  + Progress of the review process.
  + Final decision (approval or rejection).
  1. Notifications and Communication

Businesses and companies shall receive automatic updates at key stages of the process (e.g., application received, under review, decision made). They shall also be able to communicate with the SMSA to provide additional information or clarify details.

* 1. License Issuance and Compliance

If the application is approved, businesses and companies shall receive a maritime activity license and guidelines for complying with maritime regulations (e.g., safety standards, reporting requirements). If rejected, they shall receive a detailed explanation of the decision.

* 1. Ongoing Compliance Monitoring

Licensed businesses and companies shall be required to comply with maritime regulations, such as maintaining safety standards and submitting periodic reports. The SMSA shall monitor compliance and provide support as needed.

**Reporting**

The MIEI has to report on various aspects of the Government budget and fiscal matters to various stakeholders in a timely manner, but currently, it is time-consuming and requires cross-checking across different systems. The ministry must be able to produce the report in real time.

## APPENDIX A4

**DETAILED TECHNICAL REQUIREMENTS /FUNCTIONAL SPECIFICATIONS**

**ARCHITECTURAL REQUIREMENTS**

The EODB Portal MUST be supplied and configured to implement the following software architecture.

**APPLICATION COMPONENT**

The Ease of Doing Business (EODB) Portal is designed to simplify and streamline the often complex and time-consuming process of business compliance.

At its core, the portal centralizes approval access, enabling businesses to apply for, track, and manage all necessary approvals—such as licenses, permits, and tax registrations—from multiple ministries, departments, and agencies (MDAs) through a single, unified platform. This eliminates the need for businesses to navigate multiple systems, reducing delays and improving transparency.

Built as a fully web-based solution, the portal integrates all software modules and functionalities into one seamless suite. It is designed to be user-friendly, efficient, and scalable, with a responsive user interface (UI) that adapts to different screen sizes, ensuring it meets the needs of businesses, investors, and government agencies alike The EODB Portal will include the following key components:

1. Public-Facing Web Portal:
2. Content pages providing information about the services and their requirements.
3. The ability for the public, potential businesses, or investors to transact online.
4. A centralized document repository, where users can upload documents once and reuse them across multiple applications.
5. Single-sign On Facilitate a seamless user experience by integrating Single Sign-On functionality, allowing users to access multiple services with a single set of credentials.
6. Service Catalogue with AI Integration: Develop a dynamic service catalogue that leverages AI large language models (LLMs) to provide intelligent search, personalized recommendations, and automated assistance for users navigating available services.
7. Back-End/Back Office (Administrative Back-End):
8. A back-office system for participating ministries, departments, and agencies (MDAs) to process and approve transactions.
9. Content Management System (CMS):
10. A user-friendly CMS for officers to update relevant information without requiring technical or IT administrator assistance.

**DATABASE COMPONENT**

The system must be compatible with and capable of running on the latest Microsoft SQL Servers and the architecture must include the following database(s) with real-time synchronization setup at a minimum.

Database servers

* EODB Portal Database (TSD)
* Data Analytics Database (DAD) for reporting

Hosting Site

* Main Data Site (MDS)
* Disaster Recover Site (DRS)

**HARDWARE COMPONENT**

The Consultant is expected to furnish the specifications for servers and related infrastructure that adhere to industry standards suitable for hosting the EODB Portal. These specifications should detail a high-end configuration aligned with the anticipated functionality requirements of the EODB Portal. Additionally, the provision should account for present and future needs, including response time, data storage, and archival considerations.

As an alternative, the Consultant may propose a hybrid cloud option, outlining the specific requirements for a solution where data is hosted on-premises under the Government’s responsibility.

**SYSTEMS ADMINISTRATION AND MANAGEMENT**

**ADMINISTRATION AND SECURITY**

The EODB Portal MUST provide for the following management, administration, and security features at the overall System level in an integrated fashion.

**USER ADMINISTRATION AND ACCESS CONTROL**

User and Usage Monitoring and Audit Trails: system to be capable of easily configurable parameters for system audits configurations and for system to inbuilt capability to enforce complete audits. Audits of user actions (before and after), functions/ processes executed, client stations used/ locations, etc. must be controlled as part of the system audits capabilities.

Additionally, it is expected for Consultant to propose EODB Portal to have embedded user administration functions of user rights assignment, user profiles/ organizational structure, configuration of accounts classification (approval authority or MDA), and various configurable parameters that will ensure smooth configurations and easy administration and management of the complete EODB Portal.

**SYSTEM AND INFORMATION SECURITY AND SECURITY POLICIES**

EODB Portal must be capable of configuring and enforcing the security policies of the Government (DICT). Data encryption (replication from MDC to DRS) must be applied and this must be controlled in a secured data traffic. SSL certificates for web access (SSL Certificate will be provided by the Government).

**OPERATIONAL MONITORING, DIAGNOSTICS, AND TROUBLESHOOTING**

During peak and off-peak hours, it is necessary that EODB Portal to operate optimally so as to ensure smooth business operations of the MDA and outside of Seychelles using the EODB Portal. Where there is performance degradation, it is the responsibility of the Consultant to ensure the performance is improved and the Consultant is obligated to stabilize the system and that system to be accessible 24X7 hours year-round. As part of the troubleshooting and diagnostics in resolving system/ application issues, it is the expectations that vendor have in place various levels of technical support and for transition of skills/ knowledge to the MIE and DICT

**BACK-UP AND DISASTER-RECOVERY**

EODB Portal must have inbuilt capabilities of faults detection and auto-recovery, where applicable and notification of alerts in such situations.

**PERFORMANCE REQUIREMENTS**

The proposed EODB Portal must be capable of supporting high level performance, handling 300000 hits during 1-2 years of system deployed, and up to 500000 hits (concurrent access) over 4-5 years period. In all concurrent access, officers, end-users, etc. will be accessing various modules/ functionalities of the system and it is expected for the system to be capable of concurrent accessing of multiple/ various modules and functionalities of the system- either transaction recording, querying/ inquiring, uploading documents, generating reports, etc.

**SYSTEM ANALYSIS, DESIGN & CUSTOMISATION/DEVELOPMENT**

The Consultant MUST perform the following Analysis and Design activities using a formal system analysis/development methodology with the following key activities and design deliverables.

1. Detailed Analysis

The Consultant capability to deliver their proposed EODB Portal shall be assessed by the submission of the following detailed system analysis in their bid proposal (a) System Design Document (b) System Requirements Specification (c) Interface Requirements Specification (d) Software/System Test Plan/Strategy (e) Quality Assurance Plan/Strategy (f) Cut-off and Go-live Plan/Strategy.

1. Physical Design

The Consultant capability to deliver their proposed EODB Portal shall be assessed by the submission of the following physical designs in their bid proposal. (a) Data synchronization (MDC- DRS), (b) Document Management System/module (c) EODB Portal interfaces with other system (d) operation of EODB Portal in three layers structure i.e. database, application, web interface (User Interface)

1. Integrated System

The Consultant capability to deliver their proposed EODB Portal shall be assessed by the submission in their proposal of how the various modules/functionalities of the system are integrated in single suite of EODB Portal

**SOFTWARE CUSTOMIZATION/ DEVELOPMENT /CONFIGURATIONS**

The Consultant MUST perform Software Customization using a formal software development methodology with the following characteristics and/or with the following technologies and/or tools.

The EODB Portal shall be a COTS solution. Therefore, Consultants are required to propose a COTS solution that can easily be configurable to meet the business operations and objectives of Government as defined in the functional and technical requirements of the bid document.

Limited customization is preferred where possible. MIEI does not expect a solution that heavily customized, as such solutions may risk delays in implementation or failure to meet objectives. Therefore, the Consultant is expected to propose a proven EODB Portal solution that has been tested, validated, and successfully implemented in similar jurisdictions, as part of their bid proposal.

**ARCHIVE REQUIREMENTS OF THE EODB PORTAL**

EODB Portal must ensure secure, compliant, and retrievable storage of records though the entire lifetime and after closures of the business/company. Archives should support efficient search and retrieval, safeguard against data loss, and comply with relevant regulations and industry standards. The system must provide a seamless transition of data from active to archival status, maintaining accessibility and integrity throughout the retention period.

**SYSTEM INTEGRATION (INTERFACE REQUIREMENTS SPECIFICATION)**

The EODB Portal must provide or expose Application Programming Interface (API) to seamlessly share data and document with other government systems.

**SYSTEM INTEGRATION (INTERFACE REQUIREMENTS WITH EXISTING SYSTEM)**

The technical requirements and documentation for interfacing with each stakeholder will be determined by the Consultant in consultation with stakeholders or in accordance with their system requirements during implementation.

**INTERFACE WITH THE ONLINE PAYMENT PLATFORM**

The system must be able to integrate with online payment provider and mobile payment service such as CBS core banking platform, Cybersource offered by Asba, AirtelMoney offered by Telecom Seychelles and any payment platform identified.

**INTERFACE WITH HOME AFFAIRS SYSTEM TO OBTAIN RESIDENT INFORMATION**

The system must establish an interface between EODB Portal and the Home Affairs system. The National Population Database (NPD) system assigns a unique identifier, the National Identification Number (NIN), to every citizen in Seychelles from birth until death. It also provides the information used to produce the National ID card for every citizen.

EODB Portal must have the capability to retrieve and validate resident information based on National Identification Numbers (NIN) and their current status.

**INTERFACE WITH REGISTRAR GENERAL SYSTEM**

The following outlines the functional requirement of Company and business registrar vis-à-vis EODB Portal

* Verifying of business/company details in an integrated manner: The system should provide a comprehensive interface to retrieve store information related to company and business ensuring all relevant details are captured accurately.
* Updating of company/business for changes in master and transaction details and maintaining a history of the legal entity: The system should allow for seamless updates to company/business information, including modifications to master data and transactional details, while maintaining a record of any changes made over time.

**DIGITAL SIGNATURE**

EODB Portal must have the capability to incorporate digital signatures for approving specific documents or transactions as part of the approval workflow.

**INTERFACE WITH SEYCHELLES IDENTITY (SEYID) SYSTEM**

SEYID is the digital identity for Seychelles, designed to facilitate online transactions between citizens, legal entities and the government. EODB Portal must have the capability to exchange information with the government's online portal based on specific use cases.

**INTERFACE WITH TAX MANAGEMENT SYSTEM**

The system must establish an interface between EODB Portal and the Tax Management System (TMS) to meet the following requirements:

EODB Portal should have the capability to exchange tax registration or compliance information between TMS, and vice versa.

**INTERFACE WITH PLANNING APPLICATION INFORMATION SYSTEM (PAIS)**

The EODB Portal must have the capability to seamlessly exchange and synchronize data with the PAIS. This includes the ability to import and export relevant data elements and provide access to related documents.

**INTERFACE BUSINESS LICENSE SYSTEM (BLS)**

The EODB Portal must have the capability to seamlessly exchange and synchronize data with the BLS. This includes the ability to import and export license information and other relevant data elements, as well as provide access to related documents.

**INTERFACE MARITIME LICENSE SYSTEM (MLS)**

The EODB Portal must have the capability to seamlessly exchange and synchronize data with the MLS. This includes the ability to import and export license information and other relevant data elements, as well as provide access to related documents.

**INTERFACE LABOUR MARKET MANAGEMENT INFORMATION SYSTEM (LMIS) & IMMIGRATION SYSTEM (IS)**

The EODB Portal must have the capability to seamlessly exchange and synchronize data with the LMIS & IS. This includes the ability to import and export permission to hire foreign worker information from LMIS, insurance of work permits i.e. Gainful Occupation Permit (GOP) from IS and other relevant data elements, as well as provide access to related documents.

**INTERFACE IMPORT AND EXPORT PERMITS (IEP)**

The EODB Portal must have the capability to seamlessly exchange and synchronize data with the IEP. This includes the ability to import and export permit information for restricted goods ONLY, along with other relevant data elements, and provide access to related documents.

**INTERFACE ASYCUDAWORLD SYSTEM (ASYCUDA)**

The EODB Portal must have the capability to seamlessly exchange and synchronize data with the ASYCUDA. This includes the ability to import and export bill of entry information and other relevant data elements, as well as provide access to related documents.

**INTERFACE BUSINESS AUTHORISATION PORTAL**

The EODB Portal must have the capability to seamlessly exchange and synchronize data with the Business Authorisation Portal. This includes the ability to authenticate, authorize, and grant permission to employees of a legal entity to transact with the Government.

**INTERFACE GOVERNMENT REVENUE COLLECTION SYSTEM**

The EODB Portal must have the capability to seamlessly exchange and synchronize data with the Revenue Collection System. This includes the ability to import and export invoice and payment information, along with other relevant data elements, and provide access to related documents.

**INTERFACE SIB CRM (SUGARCRM)**

The EODB Portal must have the capability to seamlessly exchange and synchronize data with the SIB CRM. This includes the ability to import and export project proposal information, along with other relevant data elements, and provide access to related documents.

APPENDIX A5

**DOCUMENTATION REQURIEMENTS**

The Consultant MUST prepare and provide the following Documentation.

1. **System Requirements Document (SRS):** Consultant shall deliver a full SRS document of their proposed EODB Portal solution after they would have complete the requirements gathering with key stakeholders, business users, etc. The composition of the audience for SRS shall be determined after project kick-off.
2. **Functional Design Document:** Consultant shall deliver a full functional design document of their proposed EODB Portal solution. This document shall have the full design details of the core modules and their dependencies.
3. **Detail System Design** Consultant shall deliver the EODB Portal documents depicting the stored procedures, tables, fields, etc. of how the database backend of their proposed EODB Portal solution are interconnected for data recording, data processing, reporting, etc. This shall include data dictionary of the entire EODB Portal.
4. **Data Cleaning, Conversion, and Migration:** Consultant shall deliver a detailed data cleaning, data conversion, and data migration plan/ strategy as part of the documents to be delivered for the EODB Portal solution.
5. **Functional Configurations Document:** Consultant shall deliver functional configurations documents of the EODB Portal. The functional configuration documents shall entail details of the configuration of the each of the EODB Portal modules/ functionalities, inclusive of the workflows and approval authorities configured for each workflow/ process, etc.
6. **Technical Configurations Document:** Consultant s shall deliver technical configurations documents of the EODB PORTAL. The technical configurations shall entail details of how the databases are configured for synchronization (TSD and DAD, MDC and DRS), load balancing, virtualization of each of the environments/ zones, storage distribution, etc.
7. **Information Security Document:** Consultant s shall deliver detailed information security documents of the configured and deployed of EODB Portal.
8. **Testing Documents:** Consultant s shall deliver detailed reports/ documents of their various test plans, test scripts, and test results of all the modules. functionalities of the EODB Portal.
9. **Quality Assurance Document:** Consultant s shall deliver detailed document of how the duality assurance is planned, executed, and results, in ensuring the system is fully quality assured prior to deployment for production use.
10. **Interfaces Design, Configurations, and Deployment Document:** Consultant’ shall deliver detailed document of how they intend and deliver the interfaces of the EODB PORTAL with the legacy systems, and EODB Portal and other systems of government as specified in the interfaces section of this bid document.
11. **Support Plan and SLA:** Consultant s shall deliver their proposed support plan and SLA for up keeping the EODB Portal post the completion/ achievements of Operational Acceptance, Warranty, and Post-warranty periods.
12. **Change Management Plan**: The Change Management Plan/ strategy in their proposal that will ensure smooth transition from legacy system to new EODB Portal. The change management plan/ strategy must have components/ activities for the various stakeholder and all change management activities linked to a realistic timeframe.

**APPENDIX A6**

* **FUNCTIONAL REQUIREMENTS**

In addition to the business functionality, architectural, administration, performance and interfacing requirement, the propose system shall also cover the module specified below

|  |  |  |
| --- | --- | --- |
| Ref.  # | Description of Requirements | Mandatory/Optional(M/O) |
|
| 1 | Seamless Government Services Journey |  |
| 1.1 | The system shall provide a centralized interface for users to access a wide range of government services (e.g., business registration, tax filing, license applications, permit renewals). | M |
| 1.2 | Services shall be categorized and searchable, enabling users to easily locate and select the services they require. | M |
| 1.3 | Guided Process for Each Service:  For each service, the system shall provide step-by-step guidance, including:   * Clear instructions on how to complete the process. * A checklist of required documents. * Information on deadlines and fees (if applicable). | M |
| 1.4 | The system shall provide multi-channel support (e.g., chatbots, helplines, in-person assistance) to guide users through complex processes or resolve issues. | M |
|  |  |  |
| 2 | Entrepreneur Journey |  |
|  | Customise Online Services Journey | M |
| 2.1 | The system should automatically identify and display relevant government online services and information based on the user’s specific needs, economic activities, and business categories. | M |
| 2.2 | The system should allow users to share relevant information seamlessly across their customised government online services journey. | M |
|  |  |  |
| 3 | Document Repository Module |  |
| 3.1 | The system should enable users to share relevant documents seamlessly across their customised government online services journey. | M |
|  | Documents Upload and Download |  |
| 3.2 | The platform should allow users to upload and download required documents digitally, such as identification, certificates, and other supporting documentation, streamlining the application process. | M |
|  | Document Verification |  |
| 3.3 | The platform should include features for verifying the authenticity and validity of submitted documents and certifications, ensuring compliance with regulatory requirements. | M |
|  | Digital Document Signing |  |
| 3.4 | The platform should enable users to digitally sign documents for submission and approval processes. | M |
|  |  |  |
| 4 | Feedback and Grievance Redressal Module |  |
| 4.1 | The system shall include a feedback mechanism for users to submit feedback or report issues. A ticketing system shall ensure timely resolution of user concerns. | M |
| 4.2 | The portal should include features like user feedback forms, ratings, and surveys to gather user input, understand user needs, and continuously improve the platforms based on user feedback and analytics. | M |
| 5 | Alerts and Notifications |  |
| 5.1 | The system should notify and prompt users at the appropriate time to start transacting with specific government online services identified in their customised journey. | M |
| 5.2 | The system shall send automatic notifications to users at key stages of the process (e.g., application received, under review, decision made). It shall also provide reminders for upcoming deadlines (e.g., license renewals, tax filings). | M |
|  |  |  |
| 6 | Online Application Submission |  |
| 6.1 | Users should be able to submit applications conveniently through an online platform, eliminating the need for physical paperwork and manual processing. | M |
|  | Online Amendment Submission |  |
| 6.2 | Users should be able to submit amendments to their current active applications conveniently through the online platform. | M |
| 7 | Application Tracking |  |
| 7.1 | Users should be able to track the status of their applications in real-time, providing transparency and visibility into the processing timeline. | M |
| 7.2 | Government officers should be able to track the status of sanction applications in real-time, providing transparency and visibility into the processing timeline. | M |
| 7.3 | The applications tracking platform should provide advanced search functionalities, allowing government users to retrieve applications from different government services efficiently. | M |
| 7.4 | The dashboard should display a list of recent application activities, documents accessed, or tasks completed, allowing users to track the progress of their applications lodged at different government services in real-time. | M |
| 8 | Authentication and Authorisation |  |
| 8.1 | The system shall enable users to authenticate using SeyID as the Single Sign-On (SSO), with authorization verified through integration with the Business Authorisation Portal. | M |
| 8.2 | The system should enable users to log in once and gain access to multiple applications or services (EODB portal and other online services) without requiring separate login credentials for each. | M |
|  | User Accounts and Profiles |  |
| 8.3 | The system shall allow users to access and manage their accounts and profiles, including personal and business information, within the platform. | M |
| 8.4 | Users should be able to access and manage their digital identity and/or business accounts, including profile information and security settings. | M |
| 9 | Payment & Fee Management |  |
|  | Payment Processing |  |
| 9.1 | The system shall facilitate online payment processing for application fees, enabling secure and convenient transactions. It shall integrate with the Revenue Collection System or Government Payment Portal to ensure seamless payment processing. | M |
| 9.2 | It shall support multiple payment methods (e.g., credit/debit cards, mobile payments, bank transfers). | M |
| 9.3 | It shall support reconciliation of fee collections with government financial records. | M |
|  | Fee Calculation |  |
| 9.4 | The system shall automatically calculate fees based on predefined rules (e.g., service type, business category, or transaction value). | M |
| 9.5 | It shall support dynamic fee structures, including discounts, waivers, or penalties, as per government policies. | M |
| 10 | Fee Tracking and Reporting |  |
| 10.1 | The system shall maintain a centralized record of all fee transactions, including:   * Payment status (paid, pending, overdue). * Payment history and receipts. | M |
|  | It shall generate real-time reports for fee collections, outstanding payments, and revenue trends. | M |
| 11 | Invoice Management |  |
| 11.1 | The system should interface with the revenue collection system to raise, amend, void invoices, and retrieve payment information for applications or services. | M |
| 12 | Workflow-Based Approach for processing and approval |  |
| 12.1 | The system should route sanction applications through different stages of the approval workflow, allowing officers to submit comments and decisions at each stage. | M |
|  |  |  |
| 13 | Issued Documents/Certificates Download |  |
| 13.1 | Upon approval and issuance of documents or certificates by MDA, users should be able to download them from the online platform. | M |
| 14 | EODB Portal Information and Management |  |
|  | Information and Content |  |
| 14.1 | The EODB portal should provide comprehensive information on how to start, operate, and close business operations, including guides, FAQs, resources, news, updates, alerts, blogs, and contact details for relevant government agencies. It should also include links to relevant government sites, portals, and gateways. | M |
| 15 | Dynamic Search Functionality |  |
| 15.1 | The portal should implement a dynamic search feature with predictive suggestions, filters, and real-time results to help users quickly find the information or resources they need. | M |
| 16 | Content Management System (CMS) |  |
| 16.1 | The portal should include a CMS to allow relevant government agencies to maintain and update content and information on the EODB portal. | M |
| 16.2 | CMS Security and Access Control |  |
|  | The portal should include robust security features, such as role-based access controls, to ensure only authorized users can view or modify information and content. Access should be restricted based on user roles and permissions. | M |
| 17 | Business Profile & Dashboard |  |
|  | Business Profile |  |
| 17.1 | Users should be able to view and manage their business profile information, including details about their business activities and registrations. | M |
| 17.2 | Customizable Widgets |  |
|  | Users should be able to customize dashboards by selecting and arranging different widgets based on their preferences and requirements. | M |
|  |  |  |
| 18 | Search Applications |  |
| 18.1 | The system shall allow users to search for applications using various criteria, such as:  Application ID.  Applicant name or business name.  Application type (e.g., business registration, license application).  Date range (e.g., submission date, approval date).  Search results shall display relevant details, including application status, submission date, and assigned MDA. | M |
|  | View Applications |  |
| 18.2 | Government users should be able to view the progress of applications lodged at various government services in real-time, ensuring transparency and visibility into the processing timeline. | M |
|  | Export and Sharing Options |  |
| 18.3 | Government users should be able to export application data in various formats (e.g., PDF, Excel, CSV) for further analysis or sharing with colleagues. | M |
| 19 | Management Information Systems (MIS) Reporting/ Business Intelligence (BI) Reporting | M |
| 19.1 | Advanced Reports, Business Intelligence (BI), and Analytics Capabilities |  |
|  | Data Visualization |  |
| 19.2 | The platform should present data using various visual elements such as charts, graphs, gauges, and tables to enhance understanding and decision-making. | M |
|  | Real-time Data Updates |  |
|  | Dashboards should display real-time or near-real-time data, allowing users to monitor performance metrics as they change over time. | M |
|  | Drill-down Functionality |  |
|  | Users should be able to drill down into specific data points or segments to obtain more detailed information and insights. | M |
|  | Interactivity |  |
| 17.3 | Dashboards should offer interactive features such as filters, sliders, and dropdown menus, enabling users to dynamically adjust the displayed data and focus on specific areas of interest. | M |
|  |  |  |
| 18 | System Administration and Management |  |
| 18.1 | The platforms should provide administration functionalities and configurable parameters for system administration and management. | M |
| 19 | Security and Access Control |  |
| 19.1 | The platform should include robust security features, such as role-based access controls, to ensure only authorized users can view or modify dashboard content. Access to specific data or features should be restricted based on user roles and permissions. | M |
|  | Auditing and Logging |  |
| 19.2 | The system should maintain comprehensive logs of all security-relevant events, such as login attempts, access control decisions, and data changes, for regular review and auditing. | M |
| 19.3 | The platforms should maintain comprehensive logs of all security-relevant events, including login attempts, access control decisions, and changes to data. These logs should be securely stored and regularly reviewed for signs of unauthorized activity or security incidents. | M |
| 20 | Customer Support |  |
| 20.1 | The EODB portal should provide access to customer support channels, such as live chat, email, or phone support, to assist users with inquiries, technical issues, or guidance. | M |
|  |  |  |
| 21 | Forms Management Module |  |
| 21.1 | The system shall provide a Forms Management Module that allows users to create, customize, and manage digital forms efficiently. | M |
| 21.2 | The system shall enable users to create and customize forms with a user-friendly interface, allowing the addition of various field types, validation rules, and conditional logic. Forms should be configurable to align with business requirements and integrate seamlessly with other system modules. | M |
|  |  |  |

# SECTION VIII. CONDITIONS OF CONTRACT AND CONTRACT FORMS

CONTRACT

Consultant Services

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made the……*.* day of the month of *…{month,year}….* between, on the one hand, **…………………)** (hereinafter called the “Client”) and, on the other hand, ………………………… (hereinafter called the “Consultant”) and jointly referred to as the ‘Parties’.

WHEREAS

(a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”); Client desires to engage the Consultant to supply, install, achieve Operational Acceptance of, and support the following Information System, the ***Ease Of Doing Business Portal (EODB), which is designed to streamline financial processes, improve transparency, and enhance decision-making within the Client's organizations*** (“the System”),

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract;

(c) Appendices:

Appendix A - Terms of Reference

Appendix B - The Consultant’s Technical Proposal, including methodology and Key Experts

Appendix C - The Breakdown of Contract Price – FIN 2

Appendix D - Form of Advance Payment Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C, Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of: **The ………………………**

Signature ……………………….……..

Name: Ms. Astride Tamatave

Designation Principal Secretary of Finance

Witness: ………………………………………

For and on behalf of: Consultant

Signature ……………………….……..

Name: ………………………………………………….[Consultant name]

Designation Consultant

Witness: ………………………………………

**II. GENERAL CONDITIONS OF CONTRACT**

**A. GENERAL PROVISIONS**

|  |  |
| --- | --- |
| 1. **Definitions** | * 1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:  1. “Applicable Guidelines” means the Public Procurement Act and Regulations. 2. “Procurement Oversight Unit” means the Procurement Oversight Unit as per the provisions of the Public Procurement Act 2008 and the Public Procurement Regulations 2014. 3. “Applicable Law” means the laws and any other instruments having the force of law in the Seychelles. 4. “Client” means the Ministry of Finance, National Planning and Trade that signs the Contract for the Services with the Selected Consultant. 5. “Consultant” means a legally established licensed professional consulting firm or entity selected by the Client to provide the Services under the signed Contract. 6. “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its Clause 1 of the Form of Contract (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices). 7. “Commissioning” means operation of the System or any Subsystem by the Consultant following Installation, which operation is to be carried out by the Consultant as provided in GCC Clause 28 (Commissioning), for the purpose of carrying out Operational Acceptance Test(s) 8. “Day(s)” means a calendar day unless indicated otherwise. It excludes the Client’s official public holidays. 9. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 11 of the GCC. 10. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract. 11. “GCC” means these General Conditions of Contract. 12. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written. 13. “Implementation Schedule” means the Implementation Schedule in ToR. 14. “Information System” also called “the System” mean all the Information Technologies, Materials, and other Goods to be supplied. Installed, integrated, and made operational (exclusive of the Consultant’s Equipment), together with the Services to be carried out by the Consultant under the Contract. 15. “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. 16. “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. 17. “Information Technologies” means all information processing and communications-related hardware, Software, supplies, and consumable items that is required to supply and install under the Contract. 18. “Installation” means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 27 (Installation). 19. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal. 20. “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract. 21. ““Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them. 22. “Project Manager” means the person named as such in the SCC or otherwise appointed by the Client in the manner provided in GCC Clause 22 (Project Manager) to perform the duties delegated by the Client. 23. “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto. 24. “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract. 25. “The Project Plan” means the document to be developed by the Supplier and approved by the Purchaser, pursuant to GCC Clause 23 (Project Plan), 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. 26. “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). 27. “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant. 28. “Operational Acceptance” means the acceptance by the Client of the System (or any Subsystem(s) where the Contract Consultant provides for acceptance of the System in parts), in accordance with GCC Clause 27.3 (Operational Acceptance). 29. “Project Intellectual Property” means all Intellectual Property developed by either Party during the project or pursuant to this Contract. 30. “Intellectual Property” means all new knowledge and any new intellectual property, including but not limited to all technical, commercial, financial and marketing information and know-how, including all concepts, specifications, data, diagrams, manufacturing and production techniques and designs, products, systems, reports, manuals, and computer modelling; all inventions, designs, trademarks and other works, whether registerable or the subject matter of an application for such registration or of copyright or not; as well as all statutory intellectual property, comprising all patents, trade mark and plant breeder's rights, whether registered or being or yet to be applied for, and all copyright in any works, including but not limited to, literary works and computer programmes including the source code. 31. “Background Intellectual Property” means all Intellectual Property, which is owned by the respective Parties prior to the appointment of the Consultant; and when used in the context of one of the Parties, shall mean the Intellectual Property owned by such Party prior to the appointment of the Consultant and which that Party contributes to the project and the creation of the Project Intellectual Property. 32. “Defect Liability Period” (also referred as the “Warranty Period”) means the period of validity of the warranties given by the Consultant . The period shall be minimum twenty four (24) months commencing at date of the Operational Acceptance Certificate of the System or subsystem(s) during which the Consultant is responsible for defects with respect to the System (or the relevant Subsystem(s)). 33. “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 Consultant 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). |
| 1. **Relationship between the Parties** | * 1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| 1. **Law Governing Contract** | * 1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| 1. **Language** | * 1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 1. **Headings** | * 1. The headings shall not limit, alter or affect the meaning of this Contract. |
| 1. **Communications** | * 1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause 4.1 of the GCC. Any such notice, request or consent shall be sent to the addresses specified in the **SCC**.   2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.   3. The Client shall appoint a representative under Clause 8.1 of the GCC and if that Client’s Representative has ceased for any reason to act as such, the Client shall promptly inform the Consultant in writing of a new Representative.   4. Communications of the Client to the Consultant with regard to the Services (including instruction to vary, add to or suspend the Services) shall be given to the Consultant in writing or if given verbally shall be confirmed in writing within seven (7) working days.   5. Communications of the Consultant to the Client with regard to the Services (including instruction to vary, add to or suspend the Services) shall be given to the Client in writing or if given verbally shall be confirmed in writing within seven (7) working days.   6. Communications may be effected by electronic transmission and shall be deemed to have been effected on the date of the transmission of the electronic transmission to the recipient’s address. |
| 1. **Location** | * 1. The Services shall be performed at such locations as specified in the **SCC** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Consultant’s country or elsewhere, as the Client may approve. |
| 1. **Authorized Representatives** | * 1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC.** |
| 1. **Corrupt and Fraudulent Practices** | * 1. The Public Procurement Act 2008 requires that Consultants, participating in procurement in Seychelles, observe the highest standard of ethics during the procurement process and execution of contracts.   2. Consultants, suppliers and public officials shall be aware of the provisions stated in Article 103 of the Act which can be consulted on the website of the Procurement Oversight Unit [www.pou.gov.sc](http://www.pou.gov.sc) or the National Tender Board [www.ntb.sc](http://www.ntb.sc)   3. The Client will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;   For the purpose of this Sub-Clause:  (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 a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a 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 deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; |
| 1. **Commissions and Fees** | * 1. The Client does not require the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. |

**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

|  |  |
| --- | --- |
| 1. **Effectiveness of Contract** | * 1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. The notice shall confirm that the effectiveness conditions, if any listed in the SCC have been met**.** |
| 1. **Termination of Contract for Failure to Become Effective** | * 1. If this Contract has not become effective, within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 1. **Commencement of Services** | * 1. The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**. |
| 1. **Extension of Contract** | * 1. If there is a need for an extension of contract, this will need to be agreed and approved in writing by both parties. |
| 1. **Expiration of Contract** | * 1. Unless terminated earlier pursuant to GCC Clause 20, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**. |
| 1. **Entire Agreement** | * 1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.   2. Neither Party may assign or transfer all or part of this Contract without the written consent of the other. |
|  | **Change In Contract Elements** |
| 1. **Change to the System** | * 1. Introducing change      1. Subject to GCC Clauses 17.2.5 and 17.2.7, the Client shall have the right to propose, and subsequently require, the Project Manager to order the Consultant 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 24.2 (Product Upgrades).      2. The Consultant may from time to time during its performance of the Contract propose to the Client (with a copy to the Project Manager) any Change that the Consultant considers necessary or desirable to improve the quality or efficiency of the System. The Client may at its discretion approve or reject any Change proposed by the Consultant.      3. Notwithstanding GCC Clauses 17.1.1 and 17.1.2, no change made necessary because of any default of the Consultant 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.   2. Change Originating from Client      1. If the Client proposes a Change pursuant to GCC Clauses 17.1.1, it shall send to the Consultant a “Request for Change Proposal,” requiring the Consultant to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:  1. brief description of the Change; 2. impact on the Time for Achieving Operational Acceptance; 3. detailed estimated cost of the Change; 4. effect on Functional Guarantees (if any); 5. effect on any other provisions of the Contract.    * 1. Prior to preparing and submitting the “Change Proposal,” the Consultant 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 Consultant’s Change Estimate Proposal, the Client shall do one of the following: 6. accept the Consultant’s estimate with instructions to the Consultant to proceed with the preparation of the Change Proposal; 7. advise the Consultant of any part of its Change Estimate Proposal that is unacceptable and request the Consultant to review its estimate; 8. advise the Consultant that the Client does not intend to proceed with the Change.    * 1. Upon receipt of the Client’s instruction to proceed under GCC Clause 17.2.2 (a), the Consultant shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 17.2.1. The Consultant, at its discretion, may specify a validity period for the Change Proposal, after which if the Client and Consultant has not reached agreement in accordance with GCC Clause 17.2.6, then GCC Clause 17.2.7 shall apply.      2. 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.      3. 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 Consultant under this GCC Clause 17.2 would be to increase or decrease the Contract Price as originally set forth in GCC Clause 52 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Consultant may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the Client accepts the Consultant’s objection, the Client shall withdraw the proposed Change and shall notify the Consultant in writing of its acceptance.      4. 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 Consultant under this GCC Clause 17.2 would be to increase or decrease the Contract Price as originally set forth in GCC Clause 52 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Consultant may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the Client accepts the Consultant’s objection, the Client shall withdraw the proposed Change and shall notify the Consultant in writing of its acceptance.   The Consultant’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 Consultant represents.   * + 1. As Upon receipt of the Change Proposal, the Client and the Consultant shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Client shall, if it intends to proceed with the Change, issue the Consultant a Change Order. If the Client is unable to reach a decision within fourteen (14) days, it shall notify the Consultant with details of when the Consultant can expect a decision. If the Client decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Consultant accordingly. Under such circumstances, the Consultant 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 Consultant in its Change Estimate Proposal submitted in accordance with GCC Clause 17.2.2.     2. If the Client and the Consultant 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 59 (Settlement of Disputes).   1. Change Originating from Consultant   If the Consultant proposes a Change pursuant to GCC Clause 17.1.2, the Consultant 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 17.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 17.2.6 and 17.2.7. However, should the Client choose not to proceed or the Client and the Consultant cannot come to agreement on the change during any validity period that the Consultant may specify in its Application for Change Proposal, the Consultant shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Client and the Consultant to the contrary.   * 1. Value engineering. The Consultant 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;  1. the proposed change(s), and a description of the difference to the existing Contract requirements; 2. full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Client may incur in implementing the value engineering proposal; and 3. a description of any effect(s) of the change on performance/functionality.   The Client may accept the value engineering proposal if the proposal demonstrates benefits that:   1. as accelerates the delivery period; or 2. reduces the Contract Price or the life cycle costs to the Client; or 3. improves the quality, efficiency, safety or sustainability of the systems; or 4. yields any other benefits to the Client, without compromising the necessary functions of the systems.   If the value engineering proposal is approved by the Client and results in:   1. as a reduction of the Contract Price; the amount to be paid to the Consultant shall be the percentage specified in the SCC of the reduction in the Contract Price; or 2. 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 Consultant shall be the full increase in the Contract Price.    1. Extension of Time for Achieving Operational Acceptance       1. The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Consultant is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following: 3. any Change in the System as provided in GCC Clause 17.2 (Change to the System); 4. any occurrence of Force Majeure as provided in GCC Clause 18 (Force Majeure); 5. default of the Client; or 6. 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 Consultant.   * + 1. Except where Except where otherwise specifically provided in the Contract, the Consultant 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 Client and the Consultant shall agree upon the period of such extension. In the event that the Consultant does not accept the Client’s estimate of a fair and reasonable time extension, the Consultant shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 59.     2. The Consultant shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract. |
|  | * 1. Extension of Time for Achieving Operational Acceptance      1. The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Consultant is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:  1. any Change in the System as provided in GCC Clause 17.2 (Change to the System); 2. any occurrence of Force Majeure as provided in GCC Clause 18 (Force Majeure); 3. default of the Client; or 4. 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 Consultant.   * + 1. Except where otherwise specifically provided in the Contract, the Consultant 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 Client and the Consultant shall agree upon the period of such extension. In the event that the Consultant does not accept the Client’s estimate of a fair and reasonable time extension, the Consultant shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 59.     2. The Consultant shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract. |
| 1. **Force Majeure** |  |
| **a. Definition** | * 1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, epidemics, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.   2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder nor (iii) insolvency of the Party or its Sub-consultants.   3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. |
| **b. No Breach of Contract** | * 1. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. |
| **c. Measures to be Taken** | * 1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.   2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.   3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.   4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:   5. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client after demobilization, in reactivating the Services; or   6. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.   7. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 59. |
| 1. **Suspension** | * 1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension. |
| 1. Termination | * 1. This Contract may be terminated by either Party as per provisions set up below: |
| **a. By the Client** | * + 1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give at least thirty (30) days’ written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days’ written notice in case of the event referred to in (e); and at least five (5) days’ written notice in case of the event referred to in (f):   1. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 19 of the GCC;   2. If the Consultant becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;   3. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 59 ;   4. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;   5. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;      1. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) days written notice to the Consultant, terminate the Consultant's employment under the Contract. |
| **b. By the Consultant** | * + 1. The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.   1. If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC Clause 59 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;   2. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;   3. If the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 59   4. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant’s notice specifying such breach. |
| **c. Cessation of Rights and Obligations** | * + 1. Upon termination of this Contract pursuant to Clauses 12.1 or 20 of the GCC hereof, or upon expiration of this Contract pursuant to Clause 15.1 of the GCC, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 39 of the GCC, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 47 of the GCC, (iv) the obligation of Intellectual Property rights set forth in Clause 33 of the GCC and (v) any right which a Party may have under the Applicable Law. |
| **d. Cessation of Services** | * + 1. Furthermore, upon termination of this Contract by notice of either Party to the other pursuant to Clauses 20a or 20b of the GCC, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided by the relevant clauses of the GCC |
| **e. Payment upon Termination** | * + 1. Upon termination of this Contract, the Client shall make the following payments to the Consultant:   1. payment for Services satisfactorily performed prior to the effective date of termination; and   2. In the case of termination pursuant to paragraphs (d) and (e) of Clause 20 of the GCC, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract. |

**C. OBLIGATIONS OF THE CONSULTANT**

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|  | * 1. The Consultant 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 Consultant 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.   2. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with the third parties.   3. The Consultant may engage the services of Sub-consultants as shall be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.   4. The Consultant 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 Client and on the basis of information, that the Consultant have obtained from data readily available to the Consultant, relating to the System as at the date seven (7) days prior to Proposal submission. The Consultant 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.   5. The Consultant 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 Work Plan within the time schedule specified in the ToR. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause 20.   6. The Consultant shall comply with all laws in force in the Client’s Country. The Consultant shall indemnify and hold harmless the Client 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 Consultant or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 48.1. The Consultant shall not indemnify the Client to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Client |
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| SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM | |
| 1. **Project Manager** | If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Client shall appoint and notify the Consultant in writing of the name of the Project Manager. The Client 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 Consultant 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 Consultant. The Project Manager shall have the authority to represent the Client on all day-to-day matters relating to the System and shall normally be the person giving or receiving notices on behalf of the Client pursuant to GCC Clause 8 |
| 1. **Project Plan** | * 1. In close cooperation with the Client and based on the Preliminary Project Work Plan included in the Consultant’s Proposal, the Consultant shall develop a Project Work Plan encompassing the activities specified in the Contract. The contents of the Project Work Plan shall be as specified in Appendix A.   2. Unless otherwise specified in the SCC, within thirty (30) days from the Effective Date of the Contract, the Consultant shall present a Project Plan to the Client. The Client shall, within fourteen (14) days of receipt of the Project Plan, notify the Consultant 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 specified in the ToR. The Consultant shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Client. The Client shall, within five (5) days of resubmission of the Project Plan, notify the Consultant of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from nonconformities. When the Project Plan is free from non-conformities, the Client shall provide confirmation in writing to the Consultant. This approved Project Plan (“the Agreed Project Plan”) shall be contractually binding on the Client and the Consultant. The Consultant shall undertake to supply, install, test, and commission the System in accordance with the Agreed Project Work Plan and the Contract   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 according with GCC Clause 17.   4. The Consultant shall undertake to supply, install, test and commission the System in accordance with the Agreed Project Plan and the Contract.   5. Unless otherwise specified in the SCC, the Consultant shall submit to the Client Monthly Progress Reports summarizing:   6. results accomplished during the prior period;   7. cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Work Plan;   8. corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;   9. other issues and outstanding problems; proposed actions to be taken;   10. resources that the Consultant expects to be provided by the Client and/or actions to be taken by the Client in the next reporting period;   11. other issues or potential problems the Consultant foresees that could impact on project progress and/or effectiveness.   12. The Consultant shall submit to the Client other (periodic) reports as specified in the SCC. |
| 1. **Design and Engineering** | * 1. Technical Specifications and Drawings,   The Consultant shall execute the basic and detailed design and the implementation activities necessary for successful installation of the Information Technologies in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.  The Consultant 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 Client by or on behalf of the Consultant.   * 1. Product Upgrades   At any point during performance of the Contract, should technological advances be introduced by the Consultant for the Information Technologies originally offered by the Consultant in its bid and still to be delivered, the Consultant shall be obligated to offer to the Client the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices.  Unless otherwise specified in the SCC, during the Warranty Period, the Consultant will provide at no additional cost to the Client 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 Consultant to other clients of the Consultant and no later than twelve (12) months after they are released in the country of origin of the Software. |
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| 1. **Implementation, Installation and other services** | 25.1 The Consultant shall provide all Services specified in the Contract and Agreed Project Plan in accordance with the highest standards of professional competence and integrity. |
| 1. **Inspections and Tests** | * 1. The Client 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.   2. The Consultant or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Client 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.   3. Should the inspected or tested components fail to conform to the Contract, the Client may reject the component(s), and the Consultant shall either replace the rejected component(s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Client.   4. The Project Manager may require the Consultant to carry out any inspection and/or test not specified in the Contract, provided that the Consultant’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 Consultant’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.   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 59 (Settlement of Disputes). |
| 1. **Installation of the system** | * 1. As soon as the System, or any Subsystem, has, in the opinion of the Consultant, been delivered, pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, and the Agreed Project Plan, the Consultant shall so notify the Client in writing.   2. The Project Manager shall, within fourteen (14) days after receipt of the Consultant’s notice under GCC Clause 27.1, either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section in the RFP documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 28.2), has achieved Installation by the date of the Consultant’s notice under GCC Clause 27.1, or notify the Consultant 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 Consultant shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Consultant of. The Consultant shall then promptly carry out retesting of the System or Subsystem and, when in the Consultant’s opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Client in writing, in accordance with GCC Clause 27.1. The procedure set out in this GCC Clause 27.2 shall be repeated, as necessary, until an Installation Certificate is issued.   3. If the Project Manager fails to issue the Installation Certificate and fails to inform the Consultant of any defects and/or deficiencies within fourteen (14) days after receipt of the Consultant’s notice under GCC Clause 27.1, or if the Client 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 Consultant’s notice or repeated notice, or when the Client put the System into production operation, as the case may be |
| 1. **Commissioning and operational Acceptance** | * 1. Commissioning   Commissioning of the System shall be commenced by the Consultant:   1. immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 27.2; or 2. as otherwise specified in the Technical Requirement or the Agreed Project Work Plan; or 3. immediately after Installation is deemed to have occurred, under GCC Clause 27.3.   The Client shall supply the operating and technical personnel and all materials and information reasonably required to enable the Consultant 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.   * 1. Operational Acceptance Tests   The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Client (in accordance with GCC Clause 48 g), but shall be conducted with the full cooperation of the Consultant 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 Consultant’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 Client’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.  If for reasons attributable to the Client, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 28.2) cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by the Client and the Consultant, the Consultant shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications and/or the Agreed Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.   * 1. Operational Acceptance   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 the Agreed Project Work 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 Client within the period from the date of Installation or any other agreed upon period as specified in GCC Clause 27 above; or  (c) the Client 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 Consultant shall notify the Client and document such use.  28.3.1 At any time after any of the events set out in GCC Clause 28.3 have occurred, the Consultant may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.  28.3.2 After consultation with the Client, and within fourteen (14) days after receipt of the Consultant’s notice, the Project Manager shall:  (a) issue an Operational Acceptance Certificate; or  (b) notify the Consultant 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 28.3. (b) arises.  28.3.3 The Consultant 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 Consultant of. Once such remedies have been made by the Consultant, the Consultant shall notify the Client, and the Client, with the full cooperation of the Consultant, 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 Consultant shall notify the Client of its request for Operational Acceptance Certification, in accordance with GCC Clause 28.3.2. The Client shall then issue to the Consultant the Operational Acceptance Certification in accordance with GCC Clause 28.3.2 (a), or shall notify the Consultant of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 28.3.3 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.  28.3.4 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 28.2, then either:  (a) the Client may consider terminating the Contract, pursuant to GCC Clause 20.1.1;  or  (b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Client to fulfill its obligations under the Contract, then the Consultant shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 31.3 shall not apply.  28.3.5 If within fourteen (14) days after receipt of the Consultant’s notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Consultant 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 Consultant’s said notice. |
| **Guarantees and Liabilities** | |
| 1. Operational Acceptance Time Guarantee | 29,1 The Consultant guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to GCC Clause 28.2) within the time periods specified in the Implementation Schedule and/or the Agreed Project Work Plan pursuant to GCC Clause 23, or within such extended time to which the Consultant shall be entitled under GCC Clause 17.5 (Extension of Time for Achieving Operational Acceptance).  29.2 Unless otherwise specified in the SCC, if the Consultant fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 28.2) 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 17.5 (Extension of Time for Achieving Operational Acceptance), the Consultant shall pay to the Client liquidated damages at the rate specified in the SCC The aggregate amount of such liquidated damages shall in no event exceed the amount of ten (10) percent of the Contract Price. Once the Maximum is reached, the Client may consider termination of the Contract, pursuant to GCC Clause 20.1.1.  29.3 Unless otherwise specified in the SCC, liquidated damages payable under GCC Clause 29.2 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 29.3 shall not limit, however, any other rights or remedies the Client may have under the Contract for other delays.  29.4 If liquidated damages are claimed by the Client for the System (or Subsystem), the Consultant shall have no further liability whatsoever to the Client 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 Consultant from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract. |
| 1. Defects Liability | * 1. The Consultant warrants that the Information Technologies, including all 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   2. The Consultant 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   3. 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 24 months.   4. If during the Warranty Period any defect as described in GCC Clause 30.1 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 Consultant, the Consultant shall promptly, in consultation and agreement with the Client regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Consultant 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 Consultant shall remain the property of the Consultant.   5. The Consultant 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 Client;  (b) normal wear and tear;  (c) use of the System with items not supplied by the Consultant, unless otherwise identified in the Technical Requirements, or approved by the Consultant; or  (d) modifications made to the System by the Client, or a third party, not approved by the Consultant.  30.6 The Consultant’s obligations under this GCC Clause 30 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 Client.  30.7 The Client shall give the Consultant a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Client shall afford all reasonable opportunity for the Consultant to inspect any such defect. The Client shall afford the Consultant all necessary access to the System and the site to enable the Consultant to perform its obligations under this GCC Clause 30.  30.8 The Consultant may, with the consent of the Client, 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 Client may give the Consultant notice requiring that tests of the defective part be made by the Consultant immediately upon completion of such remedial work, whereupon the Consultant shall carry out such tests.  If such part fails the tests, the Consultant 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 Client and the Consultant  30.9 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 Consultant fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the Client may, following notice to the Consultant, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Client in connection with such work shall be paid to the Client by the Consultant or may be deducted by the Client from any monies due the Consultant.  30.10 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 Client because of such defect and/or making good of such defect.  30.11 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 Client may choose to retain physical possession of any replaced defective information storage devices.  30.12 At the request of the Client and without prejudice to any other rights and remedies that the Client may have against the Consultant under the Contract, the Consultant will offer all possible assistance to the Client 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 Client of the benefit of any warranties given by such producers or licensors to the Consultant. |
| 1. Functional Guarantees | * 1. The Consultant guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Client’s requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Consultant acknowledges that GCC Clause 28 regarding Commissioning and Operational Acceptance governs how technical conformance of the System to the Contract requirements will be determined.   2. If, for reasons attributable to the Consultant, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Consultant 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 Consultant shall notify the Client upon completion of the necessary changes, modifications, and/or additions and shall request the Client to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.   3. If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Client may consider termination of the Contract, pursuant to GCC Clause 20.1.1. |
| 1. Intellectual Property Rights Warranty | * 1. The Consultant hereby represents and warrants that -  1. the System as supplied, installed, tested, and accepted; 2. use of the System in accordance with the Contract; and 3. copying of the Software and Materials provided to the Consultant 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 Client to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Consultant 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. |
| 1. Intellectual Property Rights Indemnity | * 1. The Consultant shall indemnify and hold harmless the Client 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 Client or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of;  1. installation of the System by the Consultant or the use of the System, including the Materials, in the country where the site is located; 2. copying of the Software and Materials provided by the Consultant in accordance with the Agreement; and 3. 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 Client’s breach of GCC Clause 33.2. |
| 1. **Liability of the Parties** | * 1. Subject to additional provisions, if any, set forth in the **SCC**, the liability of the Parties under this Contract shall be as determined under the Applicable Law. |
| 1. **Insurance to be taken out by the Consultant** | * 1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause 13.1 of the GCC. |

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| 1. **Reporting Obligations** | * 1. The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and in accordance with the schedule as per Appendix B. |
| 1. **Copyright** | * 1. The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.   2. The Client agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 33, except that additional copies of Standard Materials may be made by the Client for use within the scope of the project of which the System is a part, in the event that the Consultant does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.   3. The Client’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).   4. Unless otherwise specified in the SCC, the Intellectual Property Rights in all Custom Software and Custom Materials specified in Terms of Reference 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 Client. The Consultant shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Client may consider necessary or desirable to perfect the right, title, and interest of the Client in and to those rights. In respect of such Custom Software and Custom Materials, the Consultant shall ensure that the holder of a moral right in such an item does not assert it, and the Consultant shall, if requested to do so by the Client and where permitted by applicable law, ensure that the holder of such a moral right waives it. |
| 1. **Software License Agreements** | 38.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Client, the Consultant hereby grants to the Client 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:   1. be:    1. nonexclusive    2. fully paid up and irrevocable (except that it shall terminate if the Contract terminates under Clauses GCC 20)    3. Unless otherwise specified in the **SCC** valid throughout the territory of the Client’s country    4. Unless otherwise specified in the SCC subject to NO additional restrictions. 2. permit the software to be:    1. 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 Consultant’s bid), 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;    2. 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 Consultant’s bid specifies a class of computer to which the license is restricted, the replacement computer(s) is(are) within that class;    3. 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;    4. reproduced for safekeeping or backup purposes;    5. customized, adapted, or combined with other computer software for use by the Consultant, 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;    6. **Unless otherwise specified in the SCC,** disclosed to, and reproduced for use by, support service Consultants and their subcontractors, (and the Consultant may sublicense such persons to use and copy for use the Software) 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    7. **Unless otherwise specified in the SCC** disclosed to, and reproduced for use by, NO other parties. . |
| 1. **Confidential information** | * 1. Unless otherwise specified in the SCC, the "Receiving Party" (either the Client or the Consultant) 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.   2. For the purpose of GCC Clause 39.1, the Consultant is also deemed to be the Receiving Party of Confidential Information generated by the Consultant itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, employees, or other contacts of the Client or the Client’s use of the System   3. Notwithstanding GCC Clauses 39.1 and 39.2:  1. the Consultant may furnish to its Subcontractor Confidential Information of the Client to the extent reasonably required for the Subcontractor to perform its work under the Contract; and 2. the Client may furnish Confidential Information of the Consultant: (i) to its support service Consultants 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 31 as if that person were party to the Contract in place of the Receiving Party.    1. The Client shall not, without the Consultant’s prior written consent, use any Confidential Information received from the Consultant for any purpose other than the operation, maintenance and further development of the System. Similarly, the Consultant shall not, without the Client’s prior written consent, use any Confidential Information received from the Client for any purpose other than those that are required for the performance of the Contract.    2. The obligation of a party under GCC Clauses 39.1 through 39.4 above, however, shall not apply to that information which: 3. now or hereafter enters the public domain through no fault of the Receiving Party; 4. 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; 5. otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.    1. The above provisions of this GCC Clause 39 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.   **Unless otherwise specified in the SCC**, the provisions of this GCC Clause 39 shall survive the termination, for whatever reason, of the Contract for three (3) years. |
| 1. **Proprietary Rights** | * 1. All Project Intellectual Property shall be deemed to vest in and remain the sole property of the Party that contributed same to the project and/or disclosed the same to the other Party   2. The Consultant hereby represents and warrants that:  1. the System as supplied, installed, tested, and accepted; 2. use of the System in accordance with the Contract; and   copying of the Software and Materials provided to the Client in accordance with the Contract do not and will not infringe any Intellectual Property Rights held by any third party.   * 1. The Consultant hereby grants to the Client, a fully paid-up, irrevocable, non-exclusive and transferable license to use its Background Intellectual Property, including the right to sub-license third parties, in perpetuity and to the extent that shall reasonably be required by the Client for the exploitation of the Project Intellectual Property and to enable the Client to obtain the full benefit of the Project Intellectual Property.   2. The Parties agree that all right, title and interest in the Project Intellectual Property should rightly vest in the Client and to give effect to the foregoing:  1. the Consultant hereby assigns all right title and interest in and to the Project Intellectual Property that it may own, to the Client and the Client hereby accepts such assignment; and 2. the Consultant undertakes to assign, in writing, to the Client all Project Intellectual Property and which may be vested in the Consultant.    1. The Consultant shall assist the Client in obtaining statutory protection for the Project Intellectual Property at the expense of the Client, wherever the Client may choose to obtain such protection. The Consultant shall procure, where necessary, the signatures of its personnel for the assignment of the Project Intellectual Property to the Client, or as the Client may direct, and to support the Client, or its nominee, in the prosecution and enforcement thereof in any country of the world.    2. All reports and other documents prepared by the Consultant in performing the Services shall become and remains the property of the Client and while in the custody of the Consultant shall be fully available to the Client. The Consultant shall, not later than the date of completion of the Services or the premature termination thereof, deliver all such documents to the Client together with a detailed inventory thereof. The Consultant may retain copies of such documents but shall not use them for purposes unrelated to this Contract without the prior written consent of the Client.    3. The rights and obligations set out in Clause 47 of the GCC shall survive termination of this Contract indefinitely. |

**D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS**

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| 1. **Description of Key Experts** | * 1. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant’s Key Experts are described in Appendix B. |
| 1. **Replacement of Key Experts** | * 1. Except as the Client may otherwise agree in writing, no changes shall be made to the Key Experts.   2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration. |
| 1. **Removal of Experts or Sub-consultants** | * 1. If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant’s Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client’s written request, provide a replacement.   2. In the event that any of Experts is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.   3. Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Client.   4. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts. |
| 1. **Consultant and Affiliates Not to Engage in certain activities** | * 1. The Consultant agrees that, during the term of this Contract the Consultant, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the project. |
| 1. **Prohibition of Conflicting Activities** | * 1. The Consultant shall not engage, and shall cause its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. |
| 1. **Strict Duty to Disclose Conflicting Activities** | * 1. The Consultant has an obligation and shall ensure that its Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract |
| 1. **Accounting, Inspection and Auditing** | * 1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. |

E. **OBLIGATIONS OF THE CLIENT**

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| 1. **Assistance and Exemptions** | 1. Provide the Consultant with such information and documents as shall be necessary to enable the Consultant to perform the Services. 2. If requested by the Consultant, the Client shall use its best endeavors to assist the Consultant in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all government authorities or public service undertakings that such authorities or undertakings require the Consultant or Subcontractors as the case may be, to obtain. 3. Will designate appropriate staff for the training courses to be given by the Consultant and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, the Agreed Project Plan, or other parts of the Contract 4. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. 5. 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 Consultant elsewhere in the Contract. 6. Unless otherwise specified in the Contract or agreed upon by the Client and the Consultant, the Client shall provide sufficient, properly qualified operating and technical personnel, as required by the Consultant to properly carry out Delivery, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan. 7. The Client assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 28.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Consultant’s responsibilities after the date of Operational Acceptance otherwise specified in the Contract 8. Provide to the Consultant any such other assistance as may be specified in the **SCC**. |
| 1. **Access to Project Site** | * 1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant. |
| 1. **Change in the Applicable Law Related to Taxes and Duties** | * 1. If, after the date of this Contract, there is any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause 52.1 of the GCC. |
| 1. **Payment Obligation** | * 1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by Part F of the GCC below. |

**F. PAYMENTS TO THE CONSULTANT**

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| 1. **Contract Price** | * 1. The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is specified in Appendix C.   2. Any change to the Contract price specified in Clause 52.1 of the GCC can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause 17 of the GCC and have amended in writing the Terms of Reference in Appendix A. |
| 1. **Taxes and Duties** | * 1. The Consultant is responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC.** |
| 1. **Currency of Payment** | * 1. Any payment under this Contract shall be made in the currency set forth in the **SCC**. |
| 1. **Mode of Billing and Payment** | * 1. The total payments under this Contract shall not exceed the Contract price set forth in Clause 52.1 of the GCC.   2. Payments shall be made after the conditions for such payment have been met, and the Consultant have submitted an invoice to the Client specifying the amount due.   3. The invoices for the payment shall be accompanied by a memorandum detailing the extent and nature of the services provided by the Consultant.   4. The payments under this Contract shall be made according to the payment schedule stated in the **SCC**.   5. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment guarantee acceptable to the Client in an amount specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Client shall have approved in writing. The advance payment will be set off by the Client against the final payment specified in the **SCC**.   With the exception of the final payment under the payment schedule specified in Clause 55.4 of the GCC above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.   * 1. Payment shall be made within thirty (30) days of receipt of the invoice and the relevant documents.   2. Disputed Payment:      1. If any item or part of an item of an invoice submitted by the Consultant is disputed or questioned by the Client, he shall so inform the Consultant within seven (7) days of receiving the invoice stating the reasons for disputing or questioning such item or items of the invoice.      2. If the dispute is resolved in favour of the Consultant, the Consultant is entitled to receive interest on the unpaid balance of the invoice submitted by the Consultant beginning on the date that the payment for the invoice is overdue.      3. If a dispute is resolved in favour of the Client, the Consultant shall submit a corrected invoice that must be paid. The unpaid balance accrues interest if the corrected invoice is not paid by the appropriate date. |
| 1. **Interest on Delayed Payments** | * 1. If the Client had delayed payments beyond 30 days after the due date stated in Clause 55.4 of the GCC, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the rate stated in the **SCC**.   2. A payment begins to accrue interest on the date the payment becomes overdue. |

**G. FAIRNESS AND GOOD FAITH**

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| 1. **Good Faith** | * 1. The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |

**H. SETTLEMENT OF DISPUTES**

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| 1. **Amicable Settlement** | * 1. The Parties shall seek to resolve any dispute amicably by mutual consultation.   2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause 47.1 GCC shall apply. |
| 1. **Dispute Resolution** | * 1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**. |

III. **SPECIAL CONDITIONS OF CONTRACT**

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| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| **1.(v)** | The Project Manager is: |
| **1.(gg)** | The Post-Warranty Services Period is Twenty-Four (24) months starting with the completion of the Warranty Period. |
| **4.1** | The language is English. |
| **6.1 and 6.2** | **The addresses are:**  The Principal Secretary,  Ministry of Investment Entrepreneurship and Industry  6th Floor, Independence House Annex,  Victoria, Mahe,  Seychelles  Attention: Mr. Michael Nalletamby  Principal Secretary for Finance  Ministry of Investment Entrepreneurship and Industry  Independence House Annex  Victoria  Mahe  Seychelles  Telephone: + 248 429 7216  E-mail : mnalletamby@gov.sc  Consultant:  Attention:  Telephone:  E-mail: |
| **7.1** | The Republic of Seychelles |
| **8.1** | **The Authorized Representatives are:**  **For the Client:**  Mr. Michael Nalletamby, Principal Secretary for Investment Entrepreneurship and Industry  **For the Consultant:……………………............... .........*..................................***  ***[ name, title]*** |
| **11** | **Effectiveness Conditions**  The effectiveness of this contract is subject to the following conditions:  1.1 Confirmation of Roles and Responsibilities: The Client's notice shall confirm that all key personnel assigned to the project have been allocated specific roles and responsibilities as outlined in the contract and project requirements. This confirmation aims to ensure clarity and mutual understanding regarding the duties and expectations of each party involved.    1.2 Change Management Process: Both parties agree to establish and adhere to a formal change management process. This process shall include procedures for managing and documenting changes to the project scope, timeline, budget, or specifications. Any proposed changes require mutual agreement and approval from authorized representatives of both parties to maintain transparency and control over project modifications. |
| **12.1** | If this Contract has not become effective within thirty 30 days after the date of Contract signature , either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void. |
| **13** | **Commencement of Services**  The commencement of services under this contract shall be governed by the following provisions:   1. Start Date: The assignment shall commence within 10 working days after the Effective Date as defined in this contract. This timeline sets the expectation for initiating project activities promptly after the contract's effectiveness. 2. Confirmation of Key Experts’ Availability: Prior to the commencement date, the Contractor shall submit a written statement confirming the availability of key experts required for the project. Each Key Expert shall sign this statement, and at least the Project Manager shall be physically present on-site to oversee the initial stages of the assignment. This confirmation ensures that essential personnel are ready and accessible to begin project-related tasks. |
| **14.1** | This Contract is valid until all Services mentioned in this Contract have been completed and formal acceptance of the final report.  The rights and obligations set forth in clause 19.1.4 of the GCC shall survive the expiry or termination of the Contract. |
| **15** | The Consultant shall adhere to the milestones, deliverables, and performance standards as detailed in Appendices A and B of this Contract. All deliverables outlined in the project milestones must be completed within the nine (9) months duration of this Contract, unless otherwise agreed upon in writing by both parties. |
| **17** | Value Engineering  If the value engineering proposal is approved by the Client, the amount to be paid to the Consultant shall be **20%** of the reduction in the Contract Price. |
| **23** | Chapters in the Project Plan shall address the following subject:   1. 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), etc. 2. Systems Development Methodology Plan 3. Delivery and Installation Plan 4. Integration and Data Migration Plan 5. Training Plan 6. Documentation Plan 7. Verification, Validation, Quality Assurance and Testing Plan 8. Technical Support Plan, including Warranty Services 9. Change Management Plan 10. Pre-commissioning/Commissioning Sub-Plan |
| **24.2** | *There are no Special Conditions of Contract applicable to GCC Clause 24.2.* |
| **28.2** | The Operational Acceptance Tests shall be tested in the System and Sub-Systems. The Tests, the Test Procedures and the required Results for the Acceptance shall be jointly agreed by the Purchaser and Supplier. During Operational Acceptance Tests/ Periods of the Contract, if there are any defects discovered or system's performance degraded, the Supplier is obligated to fix any defects and improve the system's performance- if such performance issues occurred during the operational acceptance periods. |
| **29.2 and 29.3** | *There are no Special Conditions of Contract applicable to GCC Clause 29.2 and Clause 29.3* |
| **30.1, 30.4 and 30.9** | *There are no Special Conditions of Contract applicable to GCC Clause 30.1, 30.4 and 30.9.* |
| **34.1** | 1. The Consultant shall be liable to the Client for any breach of the obligations of the Consultant under this Contract. However, the Consultant’s liability to compensate the Client in respect of any damage or loss shall be limited to the total amount of his remuneration under this Contract, provided that the liability of the Consultant shall not be subject to such limit in the event of damage or loss suffered by the Client as a result of gross negligence or wilful default in the performance of his obligations by the Consultant or his personnel. 2. The Consultant shall indemnify and hold harmless the Client against all claims, actions, proceedings, demands and costs, including legal fees and expenses in connection therewith, arising as a result of: 3. any death, injury or damage to the property of any third party (including personnel of the Client or the Consultant) caused by any error, omission, negligence or wilful act of the Consultant or his personnel; and 4. any infringement by the Consultant in the course of performing the Services of any copyright, patented invention, article, design or proprietary process of any third party. 5. Provided that the Consultant shall not be liable to indemnify the Client in respect of any claim relating to injury or loss of life or damage to property arising solely from acts and omissions of the Client, his servants and agents or if the infringement of any right of third Parties was the result of instructions given by the Client in writing. 6. The Client shall indemnify the Consultant and hold it harmless against any loss of life or property, injury, damage, actions, proceedings, claims by third Parties, costs, including legal fees and expenses, suffered or incurred by the Consultant as a result of any wrongful act, negligence or breach of Contract on the part of the Client or his servants. |
| **35** | *There are no Special Conditions of Contract applicable to GCC Clause 35.1* |
| **37.3** | *There are no Special Conditions of Contract applicable to GCC Clause 37.3* |
| **37.4** | The Client shall be the Owner of any Custom Developed solution. The Consultant is Obligated to transfer Source Code and Documentations of all developed software and information system components to the Client as part of the fulfillment/ achievements of the Operational Acceptance process before the Completion of the Contract. |
| **38.(a)(iii)** | *There are no Special Conditions of Contract applicable to GCC Clause 38(a)(iii)* |
| **38.(a)(iv)** | The licenses for the EODB shall be Concurrent and Perpetual for all systems and sub-systems and licenses perpetuity is **NOT** linked to Product Support. |
| **38.(b)(vi)** | *There are no Special Conditions of Contract applicable to GCC Clause 38(b)(vi)* |
| **38.(b)(vii)** | *There are no Special Conditions of Contract applicable to GCC Clause 38(b)(vii)* |
| **39** | *There are no Special Conditions of Contract applicable to GCC Clause 39* |
| **48** | Facilities and Services  The Client shall make available, free of charge, to the Consultant, for the purposes of the “Services”, the facilities, property and services, described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.  The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant’s advice, if specified in Appendix A. (Terms of Reference) |
| **52** | The contract price is USD……………………………...., inclusive of all taxes. |
| **53** | *There are no Special Conditions of Contract applicable to GCC Clause 53* |
| **54** | The payments under the Contract shall be made in USD. |
| **55** | The Client shall pay the Contract Price in installments to the Consultant based on deliverables as describe in the TOR, according to the manner specified below.   |  |  | | --- | --- | | **Deliverables** | **Payments in Instalments:** | |  | Advance Payment: 10% upon contract signing. | | | D.1 Inception Report/Project Plan | Upon completion and acceptance of D1 10% of the Contract sum | | D.6Training | Upon completion and acceptance of D6 10% of the Contract sum | | D.7System Installation | Upon completion and acceptance of D7 30% of the Contract sum | | D.11 Operational Acceptance | Upon completion and acceptance of D11 30% of the Contract sum | | Final Report | Final Payment 10% of the Contract sum |   b. The Client shall pay the Consultant within Thirty (30) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same Ten (10) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated  Final Payment  c. The final payment under this Clause shall be made only after the Final Report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the Final Report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the Final Report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of the Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Such claim for reimbursement shall be made by the Client within Four (4) calendar months after receipt by the Client of the Final Report and the final invoice that the Client has approved in accordance with the above.  d.With the exception of the final payment under (c) above, payments neither constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder. |
| **56.1** | 0.05 % per day of the total invoice amount. |
| **59** | **Disputes shall be settled by arbitration in accordance with the following *provisions :***  In the event that the Parties do not resolve a dispute in accordance with Sub-Clause 42.2, within fourteen (14) days, of Notice of the Dispute being given, either Party may refer the dispute to the an Arbitration (Compromise) as provided by the Seychelles Civil Code.  Notwithstanding any reference to arbitration herein,   * + 1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and     2. the Client shall pay the Consultant any monies due the Consultant |

**APPENDICES**

**A. APPENDIX A – TERMS OF REFERENCE**

*[This Appendix shall include the final Terms of Reference (TORs) (on the basis of Section VI of the RFP) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks that require prior approval by the Client.etc.]*

**B. APPENDIX B – CONSULTANT'S TECHNICAL PROPOSAL INCLUDING METHODOLOGY AND KEY EXPERTS**

*[Insert the Consultant’s technical Proposal and finalized during the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

**C. APPENDIX C – BREAKDOWN OF CONTRACT PRICE**

*[Insert the tables with the Breakdown of the Contract Price(s). The tables shall be based on forms FIN 2, of the Consultant’s financial Proposal and shall reflect any changes agreed at the Contract negotiations, if any.]*

# SECTION VIII. STANDARD FORMS

Letter of Bid Acceptance

*[letterhead paper of the Client]*

*[date]*

To: *[name and address of the Consultant]*

Subject: ***Notification of Award Contract No.***  . . . . . . . . . .

This is to notify you that your Bid dated . . . . ***[insert date] . .*** . . for execution of the . . . . . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . . . . . . for the Accepted Contract Amount of . . . . . . . . ***.[insert amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to Consultants is hereby accepted by our Department..

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

**Attachment: Contract Agreement**

**FORM OF ADVANCE PAYMENTS GUARANTEE**

[***Note****:* See Clause GCC 38.5]

**Bank Guarantee for Advance Payment**

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name and Address of Procuring Entity]*

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_\_\_\_\_\_\_\_ with you, for the provision of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_\_\_\_\_\_\_ *[amount in figures]* ( ) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ *[amount in figures]* (…….) *[amount in words]*[[9]](#footnote-9)1 upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating

**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 Consultant ]***

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Installation of the System) of the Contract entered into between yourselves and the ***[ insert: name of Client ]*** (hereinafter the “Client”) 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 Client

Signed:

Date:

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

**Operational Acceptance Certificate**

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

Loan/Credit Number: ***[ insert: loan or credit number from RFP ]***

RFP: ***[ insert: title and number of RFP ]***

Contract: ***[ insert: name of System or Subsystem and number of Contract ]***

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

Dear Sir or Madam:

Pursuant to GCC Clause 28 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the ***[ insert: name of Client ]*** (hereinafter the “Client”) 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 Client 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 Client

Signed:

Date:

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

**Change Order Procedures and Forms**

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

Loan/Credit Number: ***[ insert: loan or credit number from RFP ]***

RFP: ***[ insert: title and number of RFP ]***

Contract: ***[ insert: name or System or Subsystem and number of Contract ]***

**General**

This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause 39 (Changes to the System) of the Contract.

**Change Order Log**

The Consultant 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 Consultant shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Client.

**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.

1. Request for Change Proposal Form
2. Change Estimate Proposal Form
3. Estimate Acceptance Form
4. Change Proposal Form
5. Change Order Form
6. Application for Change Proposal Form

**Request for Change Proposal Form**

(Client’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 Consultant 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 Client / Consultant (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

1. Detailed conditions or special requirements of the requested Change: ***[ insert: description ]***
2. Procedures to be followed:

Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.

1. 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.
2. 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.
3. You should also indicate what impact the Change will have on the number and mix of staff needed by the Consultant to perform the Contract.
4. 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.
5. 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 17.2.1. 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 Client

Signed:

Date:

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

**Estimate Acceptance Form**

(Client’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 Consultant 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:

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 Client

Signed:

Date:

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

**Change Proposal Form**

(Consultant’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 Client 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: Client / Consultant; 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

1. 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 17.2.6):

1. Additional Time for Achieving Operational Acceptance required due to the Change: *[ insert: amount in days / weeks ]*
2. Effect on the Functional Guarantees: *[ insert: description ]*
3. Effect on the other terms and conditions of the Contract: *[ insert: description ]*
4. Validity of this Proposal: for a period of *[ insert: number ]* days after receipt of this Proposal by the Client
5. Procedures to be followed:
6. 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.

1. 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 Consultant

Signed:

Date:

in the capacity of: [ state: “Consultant’s Representative” or other higher level authority in the Consultant’s organization ]

**Change Estimate Proposal Form**

(Consultant’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 Client 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 17.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 17.2.2, 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 Consultant

Signed:

Date:

*in the capacity of: [ state: “Consultant’s Representative” or other higher level authority in the Consultant’s organization* ]

**Change Order Form**

(Client’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 Consultant and address ]***

Attention: ***[ insert: name and title ]***

Dear Sir or Madam:

We hereby approve the Change Order for the work specified in Change Proposal No. ***[ insert: number ]***, and agree to adjust the Contract Price, Time for Completion, and/or other conditions of the Contract in accordance with GCC Clause 17 of the Contract.

1. Title of Change: *[ insert: name ]*
2. Request for Change No./Rev.: *[ insert: request number / revision ]*
3. Change Order No./Rev.: *[ insert: order number / revision ]*
4. Originator of Change: *[ select: Client / Consultant; and add: name ]*
5. Authorized Price for the Change:

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

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

1. Adjustment of Time for Achieving Operational Acceptance: *[ insert: amount and description of adjustment]*
2. Other effects, if any: *[ state: “none” or insert description ]*

For and on behalf of the Client

Signed:

Date:

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

For and on behalf of the Consultant

Signed:

Date:

in the capacity of: [ state “Consultant’s Representative” or higher level authority in the Consultant’s organization ]

**Application for Change Proposal Form**

(Consultant’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 Client 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 Consultant

Signed:

Date:

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

1. b A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular Bidding document) is one which either has been: (i) included by the Consultant in its pre-qualification application or Bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the Consultant’s pre-qualification application or the Bid; or (ii) appointed by the Client. [↑](#footnote-ref-1)
2. A substantially responsive Proposal is one that meets the requirements of the RFP without material deviation, reservation, or omission.

   1. “Deviation” is a departure from the requirements specified in the RFP
   2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP and
   3. “Omission” is the failure to submit part or all of the information or documentation required in the RFP.

   A material deviation, Omission or reservation is one that if accepted, would

   1. affect in any substantial way the scope, quality, or performance of the requirements as specified in Terms of Reference.
   2. limit in any substantial way, inconsistent with the RFP, the Client’s rights or the Consultant’s obligations under the Contract; or
   3. if rectified, would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals

   [↑](#footnote-ref-2)
3. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased Services, indicate the activities, delivery of reports, and benchmarks separately for each phase. [↑](#footnote-ref-3)
4. Duration of activities shall be indicated in a form of a bar chart. [↑](#footnote-ref-4)
5. Include a legend, if necessary, to help read the chart. [↑](#footnote-ref-5)
6. "Home" means work in the office in the expert’s country of residence. [↑](#footnote-ref-6)
7. "Field" work means work carried out in the Client’s country or any other country outside the expert’s country of residence. [↑](#footnote-ref-7)
8. For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC 25.1 (b).

   Full time input Part time input [↑](#footnote-ref-8)
9. 1 The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client. [↑](#footnote-ref-9)