

SELECTION OF CONSULTANTS

Request for Proposals Consulting Services

Procurement of:

*Selection of a company to develop an Integrated
Land Management information system using
modern technologies for the Ministry of
Agriculture*

RFP No: AMP/C3/QCBS/04

Client: International Centre for Food and Agriculture Strategic
Development and Research (ISCAD)

Country: Republic of Uzbekistan

Project: Agriculture Modernization Project

Issued on: May 2023

Part I

Section 1. Letter of Invitation

RFP No. AMP/C3/QCBS/04;

Loan No. 6549

Republic of Uzbekistan

May 26th, 2023

Dear Mr. /Ms.:

1. The Republic of Uzbekistan has received financing from the International Development Association (IDA) in the form of a credit toward the cost of the Agriculture Modernization Project., and intends to apply part of the proceeds for consulting services. The consulting services (“the Services”) include the **Selection of a company to develop an Integrated Land Management information system using modern technologies for the Ministry of Agriculture** to achieve the goals of the concept in the framework of the Agriculture Modernization Project for which this Request for Proposals is issued.
2. Payments by the Bank will be made only at the request of the Client and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the financing agreement. The financing agreement prohibits a withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the Client shall derive any rights from the financing agreement or have any claims to the proceeds of the credit.
3. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): **Selection of a company to develop an Integrated Land Management information system using modern technologies for the Ministry of Agriculture**. More details on the Services are provided in the Terms of Reference (Section 7).

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

Name of Consultant/Firm	Country
1) JV: ADAY GROUP Infoline Bilgi Teknolojileri Ticaret A.S. BERA CONSTRUCTION AND DEVELOPMENT	Turkey Turkey USA
2) VisionRI Connexion Services Private Limited Subconsultant: LLC «Kibera Technology»	India Uzbekistan
3) IDOM Consulting, Engineering, Architecture S.A.U. Subconsultant: Development Experts (DEEX).	Spain Uzbekistan
4) RMSI Private Limited	India

Subconsultant: OOO «Kibera Technology»	Uzbekistan
5) Softengi Ukraine LLC	Ukraine
6) JV: 6 th Grain Corporation и Right Click Solutions B.V.	USA The Netherlands
7) JV: Zasti Agritech LLC & LLC «Mars Solutions»	USA Uzbekistan

4. It is not permissible to transfer this invitation to any other firm.
5. The consultancy selection is carried out based on the quality and cost-based selection method (QCBS) according to the Full Technical Proposal (FTP)] as described in this RFP, in accordance with the policies of the World Bank detailed in the "Procurement Regulations for IPF Borrowers" which can be found at the following website: <https://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework>.
6. The RFP includes the following documents:
 - Section 1 – Letter of Invitation
 - Section 2 – Instructions to Consultants and Data Sheet
 - Section 3 – Technical Proposal – Standard Form
 - Section 4 – Financial Proposal – Standard Form
 - Section 5 – Eligible countries
 - Section 6 – Bank’s Policy – Corrupt and Fraudulent Practices
 - Section 7 – Terms of Reference
 - Section 8 – Standard Forms of the Lump-sum Contract
7. Please inform us in writing by the deadline of **June 2nd, 2023**, at the address 1A, Labzak str., Tashkent, 100128, Uzbekistan, by e-mail: amcp@rra.uz.
 - (a) that you have received the Letter of Invitation; and
 - (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
8. Details on the proposal’s submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Sincerely,
 Project Manager
 Agriculture Modernization Project

Section 2. Instructions to Consultants and Data Sheet

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Section 2. Instructions to Consultants and Data Sheet

A. General provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.
- (c) “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.
- (d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) “Borrower” means the Government, Government agency or other entity that signs the *financing* agreement with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “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 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) “Government” means the government of the Client’s country.

- (m) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “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.
- (p) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (q) “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.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (t) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (u) “Sexual Exploitation and Abuse” “(SEA)” means the following:

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

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (v) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or Client’s Personnel.
- (w) “SPD - RFP” means the Standard Procurement Document - Request for Proposals, which must be used by the

Client as the basis for the preparation of the RFP.

- (x) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (y) “Terms of Reference (TORs)” (this Section 7 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.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions 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 optional and is at the Consultants’ expense.

2.4 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**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-

consulting services for a 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 of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

- (ii) Conflict among consulting assignments: 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.

c. Conflicting relationships

- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the 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 Bank throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Guidelines.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

d. Restrictions

6.3.4 Government officials and civil servants of the Borrower's

**for public
employees**

country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest.

**e. Borrower
Debarment**

6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

B. Preparation of Proposals

**7. General
Considerations**

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

**8. Cost of
Preparation of
Proposal**

8.1 The Consultant shall bear all costs associated with the preparation and submission of its 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 prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the Data Sheet.

**10. Documents
Comprising the
Proposal**

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and

- corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 11. Only One Proposal** 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, 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.
- 12. Proposal Validity** 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 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.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.
- a. Extension of Validity Period** 12.4 The Client will make its best effort to complete the negotiations 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 submission deadline to extend the Proposals' validity.
- 12.5 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.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- b. Substitution of Key Experts at Validity Extension** 12.7 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.
- 12.8 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 with the prior Bank's no objection.
- c. Sub-Contracting** 12.9 The Consultant shall not subcontract the whole of the Services.
- 13. Clarification and** 13.1 The Consultant may request a clarification of any part of the

Amendment of RFP

RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. 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 below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the

procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 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.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 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**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is

confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 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.

17.5 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]", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.7 The 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, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]".

17.8 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.

17.9 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.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant 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 publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank

issues its “no objection”, if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

**21. Evaluation of
Technical Proposals**

21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. 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 or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals

22.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

22.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

22.3 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**. Information on taxes in the Client’s country is provided in the **Data Sheet**.

**c. Currency of
Proposal**

22.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

**d. Currency of
Payment**

22.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

**23. Public Opening of
Financial Proposals
(for QCBS, FBS,
and LCS methods)**

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;

- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 35.1.

23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.1 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the breakdown by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm 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 shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made

to the Financial Proposal.

**a. Time-Based
Contracts**

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

**b. Lump-Sum
Contracts**

24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

**26. Conversion to
Single Currency**

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

**27. Combined Quality
and Cost
Evaluation**

**a. Quality- and
Cost-Based
Selection (QCBS)**

27.1 In the case of QCBS, 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.

b. Fixed-Budget Selection (FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

c. Least-Cost Selection

27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

D. Negotiations and Award**28. Negotiations**

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 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. 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.

28.4 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.

b. Technical Negotiations

28.5 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.

c. Financial Negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a

Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 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. After having obtained the Bank's no objection, the Client will 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.

30. Standstill Period

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

31. Notification of Intention to Award

31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;

- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online.

33. Debriefing by the Client

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a

debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period.

33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

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

34. Signing of Contract

34.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

35. Procurement Related Complaint

35.1 The procedures for making a Procurement-related Complaint as specified in the **Data Sheet**.

Instructions to Consultants

E. Data Sheet

A. General	
ITB Reference	
1 (b)	<i>Republic of Uzbekistan</i>
2.1	<p>Client: <i>Ministry of Agriculture of the Republic of Uzbekistan / International Centre for Food and Agriculture Strategic Development and Research (ISCAD)</i></p> <p>Selection method: Quality and cost-based selection (QCBS) applicable by the World Bank Procurement Regulations for Investment Project Financing (IPF) Borrowers, July 2016, given on the website https://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Assignment title: <i>Selection of a company to develop an Integrated Land Management information system using modern technologies for the Ministry of Agriculture</i></p>
2.3	<p>A pre-proposal conference will be held Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>.</p> <p>Online conference for preparing proposals will be held: June 9th 2023 at 15-00 local time.</p> <p>Links to access the videoconference (Zoom) will be sent to all shortlisted participants 2 days before the specified date.</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <u>Publicly accessible project documents</u></p>
6.3.1	<p>A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr</p>
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in the English language.</p> <p>All correspondence exchange shall be in the English language.</p>
10.1	<p>The Proposal shall comprise the following: <u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal:</p>

	<p>Power of Attorney to sign the Proposal</p> <p>1) TECH-1 2) TECH-2 3) TECH-3 4) TECH-4 5) TECH-5 6) TECH-6 7) TECH-7 Code of Conduct: The Consultant shall submit its Code of Conduct that will apply to the Experts. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p>OR</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
10.2	<p>Statement of Undertaking is required Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>In the competitive selection process (and, in case of awarding, execution of the Contract), the Consultant undertakes to comply with the legislation on combating corruption and fraud, including bribery applicable in the Client's country.</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is <i>permissible</i> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
12.1	<p>Proposals must remain valid for 90 calendar days after the deadline for submitting proposals.</p>
13.1	<p>Clarifications may be requested no later than 10 days prior to the submission deadline. Contact details for clarifications request: The International Centre for Food and Agriculture Strategic Development and Research (ISCAD) / Agriculture Modernization Project PIU Address: <i>1A, Labzak street, Shaykhantahur district, Tashkent, Uzbekistan</i> Phone: (+99871) 241-33-30, E-mail: amcp@rra.uz, Contact person/person for coordination of meeting: <i>Dilmurod Khudayberganov, Coordinator of Component 3</i></p>
14.1.1	<p>Shortlisted consultants may associate with non-shortlisted consultant(s):</p>

	Yes
14.1.2	Estimated total cost of the assignment: 8,4 mln. USD
15.2	The format of the Technical Proposal to be submitted is: FTP. Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	<p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p> <p>(4) <i>communications costs;</i></p> <p>(5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if any)</i></p>
16.2	<p>A price adjustment provision applies to remuneration rates:</p> <p>Yes _____ No <input checked="" type="checkbox"/> _____</p>
16.3	<p>In compliance with the current legislation of the Republic of Uzbekistan:</p> <p>1. Tax Code of the Republic of Uzbekistan, Chapter 33. Exemption from taxes, Article 243. “Sales turnover of goods (services) exempted from tax”</p> <p><i>“Exempt from taxation, unless otherwise provided for in Article 260 of this Code, sales turnover: ...23) goods (services) acquired through loans of international financial institutions and international loans of government organizations, if the loan agreement provides for their exemption;</i></p> <p>2. Financing Agreement dd. July 11, 2020, Loan No. 6549-UZ; Section III. Withdrawal of funding.</p> <p><i>“Goods, non-consulting services, consulting services, training and incremental operating costs for the Project: 100% payable costs (exclusive of taxes other than withheld taxes)”.</i></p> <p>Appendix. Definitions: “28. <i>“Withheld Taxes” means the following taxes withheld at source: taxes for social charges; income taxes for residents and non-residents; and custom registrations duties withheld at the source.”</i></p> <p>“Information on the Consultant’s tax obligations in the Client’s country can be found: www.soliq.uz</p>

16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>The Consultant may express prices for its services in any freely convertible currency, using one or more (up to three) foreign currencies.</p> <p>The Financial Proposal should state local costs in the Client's country currency (local currency): Yes _____ No <u>✓</u></p>												
C. Submission, opening and evaluation													
17.1	The Consultants "shall not" have the option of submitting their Proposals electronically.												
17.4	<p>Consultant shall submit (not for electronic scanned versions):</p> <p>a. Technical proposal: one (1) original copy and two (2) copies;</p> <p>b. Financial proposal: one (1) original.</p>												
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: June 7th, 2023</p> <p>Time: 15:00 local time</p> <p>The Proposal submission address is: 1A, Labzak, Shaykhantahur district, Tashkent, Uzbekistan.</p> <p><i>The International Centre for Food and Agriculture Strategic Development and Research (ISCAD) / Agriculture Modernization Project PIU.</i></p>												
19.1	<p>An online option of the opening of the Technical Proposals is offered: Yes <u>✓</u></p> <p>The Zoom link will be distributed to all interested parties seven days prior to the Proposals submission deadline.</p>												
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: not applicable												
21.1 (for FTP)	<p>Criteria, subcriteria and score system for evaluation of the technical proposals:</p> <table border="0"> <tr> <td></td><td style="text-align: right;"><u>Scores</u></td></tr> <tr> <td>(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</td><td style="text-align: right;"><u>40</u></td></tr> <tr> <td colspan="2">a) <i>Proposed approach to the implementation of the set goals and objectives:</i> 20;</td></tr> <tr> <td colspan="2">b) <i>Proposed work plan (schedule) for the assignment:</i> 10</td></tr> <tr> <td colspan="2">c) <i>Team composition and detailed overview of their proposed work to be done:</i> 10</td></tr> <tr> <td>(ii) Key Experts' qualifications and competence for the Assignment:</td><td style="text-align: right;"><u>60</u></td></tr> </table> <p><i>{Notes to Consultant: the number of each position shall correspond to a similar position for the key experts in Form TECH-6 to be filled by the Consultant}</i></p> <p>K1- General Project Manager International (Quantity) 1 – 7 points</p> <p>K2.1- Machine Learning Team Leader International (Quantity 1) - 6 points</p>		<u>Scores</u>	(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	<u>40</u>	a) <i>Proposed approach to the implementation of the set goals and objectives:</i> 20;		b) <i>Proposed work plan (schedule) for the assignment:</i> 10		c) <i>Team composition and detailed overview of their proposed work to be done:</i> 10		(ii) Key Experts' qualifications and competence for the Assignment:	<u>60</u>
	<u>Scores</u>												
(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	<u>40</u>												
a) <i>Proposed approach to the implementation of the set goals and objectives:</i> 20;													
b) <i>Proposed work plan (schedule) for the assignment:</i> 10													
c) <i>Team composition and detailed overview of their proposed work to be done:</i> 10													
(ii) Key Experts' qualifications and competence for the Assignment:	<u>60</u>												

	<p>K2.2- Machine Learning Team Leader International (Quantity 1) - 6 points K3- Lead Machine Learning Developer International (Quantity 1) – 5 points K4.1- Head of remote sensing department International (Quantity 1) – 7 points K4.2- Senior Geospatial Data Specialist International (Quantity 1) – 6 points K4.3- Senior Geospatial Data Specialist International (Quantity 1) – 6 points K5.1- Senior Researcher for Remote Sensing Data International (Quantity 1) – 6 points K5.2- Senior Researcher for Remote Sensing Data International (Quantity 1) – 6 points K6- Lead Developer International (Quantity 1) – 5 points. Total for the criterion (ii): 60 The number of points assigned to each of the above positions is determined by taking into account the following two sub-criteria and the corresponding percentage weights:</p> <p>1) Adequacy to the assignment (relevant education, training, work experience in the sector/similar assignments): [100%]</p> <p>Total for the 2 (two) criteria: <u>100</u></p> <p>The minimum technical score (St) required to pass is: <u>80</u></p>
	Public Opening of Financial Proposals
23.4	<p>An online option of the opening of the Financial Proposals is offered: Yes. The Zoom link will be distributed to all interested parties seven days prior to the Proposals submission deadline.</p>
23.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals. Any interested party who wishes to attend this public opening should contact <i>[insert name and contact details for responsible officer]</i> and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.</p>
25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating</p>

	which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	<p>The single currency for the purpose of converting all prices expressed in different currencies into a single currency is: <u>UZS Soms</u></p> <p>The official source of the selling (exchange) rate is: <i>Central Bank of the Republic of Uzbekistan (http://cbu.uz/en/arkhiv-kurov-valyut/).</i></p> <p>The date of the exchange rate is: <i>The rate of the Central Bank of the Republic of Uzbekistan on the 28th calendar day before the deadline for proposal submission.</i></p>
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm/F$, where “Sf” - financial score, “Fm” - lowest price, “F” - price of the proposal being considered</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80, P = 20</p> <p>Proposals are ranked by total technical (St) and financial (Sf) points using weights (T = weight accrued to the technical proposal; P = weight accrued to the financial proposal; T + P = 1) according to the formula: $S = St \times T\% + Sf \times P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations: Address: 1A, Labzak, Shaykhantahur district, Tashkent, Uzbekistan, 100128.</p> <p>The International Centre for Food and Agriculture Strategic Development and Research (ISCAD) / Agriculture Modernization Project PIU. Country: <i>Republic of Uzbekistan</i> Date: September, 2023</p>
32.1	The successful Consultant <i>shall</i> submit the Beneficial Ownership Disclosure Form.
34.2	<p>Expected date for the commencement of the Services: Date: September 2023, city of Tashkent. Republic of Uzbekistan</p>
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p>For the attention: Mr. Alisher Shukurov Title/position: Advisor to the Minister of Agriculture Purchaser: International Center for Strategic Development and Research in the Field of Food and Agriculture under the Ministry</p>

	<p><i>of Agriculture</i></p> <p>Email address: a.shukurov@agro.uz</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none">1. the terms of this Request for Proposal;2. the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and3. the Client's decision to award the contract.
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Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	
✓ If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓ If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	
✓		TECH-2B	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	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, Key Experts Inputs, and attached Curriculum Vitae (CV)	
✓	✓	TECH-7	Code of Conduct	
✓	✓	TECH-8	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	

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

FORM TECH-1**TECHNICAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5.

- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):**
[select the appropriate option from (i) to (iii) below and delete the others].

We *[where JV, insert: "including any of our JV members"]*, and any of our sub-consultants:

- (i) [
 have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (ii) [
 are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (iii) [
 had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]
- (g) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]*
- (h) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address} _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION 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. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC 32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. 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 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.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)**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 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- 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, including on addressing Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) risks] to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- 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), and tentative delivery dates of the reports. 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.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.**
{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks including on addressing Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) risks] to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {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), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. 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.}
- c) **Comments (on the TOR and on counterpart staff and facilities)**
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH-5 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:.....}												

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.



FORM TECH-6 (FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3		D-...		Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]							
			[Field]	[0.5 m]		[2.5]		[0]							
K-2															
K-3															
n															
Subtotal															
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
Subtotal															
Total															

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

 Full time input
 Part time input

FORM TECH-6 (CONTINUED)

CURRICULUM VITAE (CV)

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	

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

Employment record relevant to the assignment: {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 assignment 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 Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on 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 in which the Expert will be involved)	

Expert's contact information: (e-mail, 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, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert	Signature	Date
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{day/month/year}

Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date
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FORM TECH-7 (for FULL TECHNICAL PROPOSAL ONLY)

CODE OF CONDUCT FOR EXPERTS FORM

Note to the Client:

The following minimum requirements shall not be modified. The Client may include additional requirements to reflect Contract-specific issues/risks.

Delete this Box prior to issuance of the RFP.

Note to the Consultant:

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

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.

CODE OF CONDUCT FOR EXPERTS

We are the Consultant, [enter name of Consultant]. We have signed a contract with [enter name of Client] for [enter description of the Services]. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

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

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements;

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

RAISING CONCERNS

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

1. Contact [*enter name of person assigned by the Consultant to handle such matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Consultant's hotline (*if any*) and leave a message.

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of the contact person(s) assigned by the Consultant*] requesting an explanation.

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

FORM TECH-8 (FOR FTP AND STP)
SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT
PERFORMANCE DECLARATION

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

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

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

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

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

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

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

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *[Insert “including” or “excluding”] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address} _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

<i>Item</i>	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if used and/or required (16.4 Data Sheet)}</i>
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
Total Estimate for Indirect Local Tax:				

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

[illegible]

	Total Costs				
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FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
							
	{Training of the Client's personnel – if required in TOR}							
Total Costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5. Eligible Countries

In reference to ITC 6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): none

Under the ITC 6.3.2 (b): none

Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

Section 7. Terms of Reference

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ACRONYMS AND ABBREVIATIONS

ADT	Abstract Data Type
AI	Artificial Intelligence
AP	Aerial Photography
ARVI (SARVI)	Atmospherically Resistant Vegetation Index
BBOX	Boundary Box
Center for Digitalization	State institution "Center for digitalization of the agro-industrial complex"
CIS	Commonwealth of Independent States
Client / Customer	MOA
Consultant	The Consultant who supplies all the services and products listed in this document.
CSV	Comma Separated Value
DBMS	Database Management System
DTM	Digital Terrain Model
ERA 5	Copernicus Climate Change Dataset Service which providing hourly estimates of a large number of atmospheric, land and oceanic climate variables. (EPOCHS Reference Application).
EVI	Enhanced Vegetation Index
GeoJSON	GeoJSON is a format for encoding various geographic data structures. (https://geojson.org/)
GeoTIFF	A public domain metadata standard which allows georeferencing information to be embedded within a TIFF file
GIS	Geographic Information Systems
HTTP	The Hypertext Transfer Protocol is an application layer protocol for data transfer.
IS	Information system
KML	Keyhole markup language
KMZ	Archived Keyhole Markup Language
MACOΦA-EP	Abbreviation for Land Resources Management System
LRSD	Earth remote sensing data
MoA	Ministry of Agriculture of the Republic of Uzbekistan
NDVI	Normalized vegetation index is a numerical indicator of the quality and quantity of vegetation in a field
NDWI	Normalized Difference Water Index
netCDF	Network Common Data Form

O'zdavyerloyiha	State Research and Design Institute
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O'zDSt	Government Standard of Republic of Uzbekistan
Project	The project of development works covered by this ToR
Safety class K1	Multi-user automated system with information of different levels of confidentiality. Users have different access rights to information
SAVI	Soil Adjusted Vegetation Index
SHP	ESRI shape file format
System	Land management system (subject of this TOR)
System complex	Agro-integrated system of spatial irrigation management for sustainable agriculture, including the main and all subsystems
TIFF	Tag Image File Format
ToR	Terms of Reference (actual document)
UAV	Unmanned aerial vehicle
UML	Unified Markup Language
VI	Vegetation Index
VPN	Virtual Private Network
WCS	Web Coverage Service
WFS	Web Feature Service
WFS-T	Transactional Web Feature Service
WMS	Web Map Service
WMTS	Tiled Web Map Service

1. GENERAL INFORMATION

1.1. Full Name of The System and Abbreviations

The name of the system - " Integrated Land Resources Management System by Use of Modern Technologies"

The abbreviation of the project is - "MASAFA-ER".

1.2. Customer and Consultant Details

The Customer is the Ministry of Agriculture of the Republic of Uzbekistan, (hereinafter referred to as the *Customer*).

Legal address: Republic of Uzbekistan, 100140, Tashkent region, st. University, 2

Contact phone: +998 (70) 206-70-30

E-mail : info@agro.uz

Consultant: The consultant will be determined based on the results of *competitive* bidding

1.3. Legal Basis of The Project

The basis for the implementation of the project is:

- Decree of the President of the Republic of Uzbekistan "On measures to improve the system of public administration in agriculture" dated April 17, 2019, PF-5708;
- Decree of the President of the Republic of Uzbekistan "On measures for the efficient use of land and water resources in agriculture" dated June 17, 2019, PF-5742;
- Decree of the President of the Republic of Uzbekistan "On measures to implement in 2021 the tasks identified in the Strategy for the Development of Agriculture of the Republic of Uzbekistan for 2020-2030" dated February 26, 2021, PQ-5009;
- Decree of the President of the Republic of Uzbekistan "On additional measures to improve the

system for the use and protection of agricultural land” dated February 24, 2021, PQ-5006;

- Decree of the Cabinet of Ministers of the Republic of Uzbekistan "On measures to develop a digitalization system in the agro-industrial complex and agriculture of the Republic of Uzbekistan" dated December 17, 2020, N-794.

1.4. Scheduled Start and End Dates

The exact start and end dates for the Project will be determined by contract signature between the Customer and the Consultant.

- Estimated start date of the Project is not later than 10 calendar days after the contract signature.
- **Estimated completion date is 48 months after the start date of the Project.**

1.5. Sources of Financing

The sources and procedure for financing the work are specified in the Agreement concluded between the Consultant and the Customer.

1.6. The Procedure for Registration and Presentation of The Results of Work

Registration and presentation of the results of the works performed in the Project to the Customer, shall be carried out and accepted step by step, in the manner prescribed in section 5 of this ToR.

At the end of each stage of work, the Consultant provides the Customer with an acceptance certificate signed by the Consultant for work performed in accordance with the requirements of this ToR.

2. PURPOSE AND GOALS OF THE DEVELOPMENT OF THE "SYSTEM"

2.1. Purpose of "System"

The system should solve the following tasks by continuously monitoring agricultural land using aerial photographs obtained from satellites and UAVs:

- Current analysis of the state of agricultural land;
- Analysis of the use of agricultural land;
- Identification of illegal cases of use of agricultural land;
- Obtaining materials for assessing the quality and productivity of land;
- Obtaining reliable data on the areas of cultivated land in the context of the farm, districts, regions;
- Receiving of data allowing timely assessment of adverse natural impacts;
- Analysis of the dynamics of harvesting;
- Analysis of meteorological data;
- Identification of the occurrence of stress in the development of plants;
- Crop identification, assessment and forecasting of productivity;
- Formation of agrotechnical packaging for farms;
- Analysis of soil data of agrophysical and chemical nature.

2.2. The Goals of the Development of the "System"

The main goals of creating the "System" are:

- Efficient management and storage of information on agricultural land;
- Improving the quality of control over the completeness and reliability of declared data on cultivated areas and planted crops in the context of farms;
- Improving the quality of identifying and fixing problem areas (anomalous zones / areas) of biomass (bald spots, low humidity, etc.) during the growing season of the crop;
- Creation of Farmer Decision Support System tools;
- Creation of crop identification service up to 90% (Table 2)
- Evaluation and forecasting of yields in the context of each crop up to 90% (Table 3);

- Efficient management of statistical calculations of production costs, determining the direction of concessional financing and the provision of subsidies;
- Providing recommendations to farmers in order to increase productivity by at least 20%, taking into account the implementation of all recommendations by farmers;
- Ability to plan the placement of agricultural crops in accordance with the requirements of food security, control over execution;
- Increasing investment attractiveness in the agro-industrial complex.

3. CHARACTERISTICS OF THE INFORMATIZATION OBJECT

3.1. General State of The Republic

The Republic of Uzbekistan is located in Central Asia and the strategic Eurasian route of the Silk Road passes through it, connecting the West and the East. It borders with Kyrgyzstan and Tajikistan in the east, Afghanistan in the south, Turkmenistan in the north and Kazakhstan in the northeast. Uzbekistan is an independent country that is part of the CIS. The population of Uzbekistan in 2022 is 35,271,300 people, which is the most significant demographic indicator among the countries of Central Asia.

Uzbekistan ranks third in the CIS after Russia and Ukraine in terms of population. As a multinational country, it consists of about 120 nationalities, among which about 80% are Uzbeks, the rest are Russians, Tajiks, Kazakhs and others. In Uzbekistan, the state language is Uzbek, but English and Russian are taught in schools from elementary grades, so 80% of the country's population speaks not only Uzbek, but is also fluent in Russian or English.



Figure 1. Administrative Regions of the Republic of Uzbekistan

Uzbekistan is a democratic republic with a presidential form of government, in which the system of state power is divided into three independent branches. (in 1992 the Constitution was adopted). Administrative control consists of 21 ministries. Water related bodies are the Ministry of Water Resources, the Ministry of Agriculture, the Ministry of Emergency Situations, the Ministry of Housing and Communal Services, the State Committee for Geology and Mineral Resources, the State Committee for Industrial Safety, the State Committee for Ecology and Environmental Protection environment, etc. Legislative power also consists of a bicameral parliament with an upper and lower house, and the judiciary consists of district courts, the Constitutional Court, the Supreme Court, i.e. Supreme Economic Court. Judicial power is exercised by each of the above courts independently of each other.

The administrative regions of Uzbekistan are subdivided into one city of central subordination, 12 regions (viloyats) and one autonomous republic, of which the Republic of Karakalpakstan is the largest administrative territory. The largest number of the population lives in the Samarkand region. The formation of administrative regions and anthropogeographic information are presented in Figure 1 and in Table 1, sequentially.

Administrative region	Center	Area (km ²)	Population
Republic of Karakalpakstan	Nukus	166 590	1948500
Andijan region	Andijan	4300	3 253 500
Bukhara region	Bukhara	40 220	1 976 800
Jizzakh region	Jizzakh	21 210	1443400
Kashkadarya region	Qarshi	28 570	3 408 300
Navoi region	Navoi	111 090	1 033 900
Namangan region	Namangan	7440	2 931 100
Samarkand region	Samarkand	16 770	4 031 300
Surkhandarya region	Termez	20 100	2 743 200
Syrdarya region	Gulistan	4280	878 600
Tashkent region	Tashkent	15 250	2941600
Fergana region	Fergana	6760	3 896 400
Khorezm region	Urgench	6050	1 924 200
Tashkent city	-	340	2860500
General	-	448 970	35 271 300

Table 1. Anthropogeographical Information with Respect to Regions (UzStat, January 2022)

3.2. Climate

Uzbekistan is among the countries of the world most sensitive to climate change. The country may face water scarcity, increased desertification and land degradation, increased frequency of droughts and other potentially dangerous phenomena that can lead to instability in agricultural production and jeopardize the country's food security if additional resource-saving measures are not implemented immediately.

For the growth of agricultural and rural regions, the sustainable management of natural resources is a top priority. It is essential to prevent the environmental and climate impacts of poor natural resource management that result from the mismanagement of natural resources. For these reasons, the Agri-Food Sector Development Strategy 2020-2030 includes the promotion of sustainable waste management and renewable energy in agricultural areas, environmentally sound technologies and environmentally sound farm management practices.

As a desert environment, Uzbekistan has a typical desert continental climate characterized by an abundance of sunshine and unique topography and atmospheric circulation. Uzbekistan is located in the northern part of the territorial zone between the subtropical and temperate zones, and its climate is characterized by abundant sunshine combined with unusual topography and atmospheric circulation.

Summers are long and dry, springs are wet, and autumns are mild, but there is a significant temperature difference between day and night. Rainfall is on average very low (100–200 mm) throughout the year, most of which falls between November and May, as well as during the irrigation period from June to October, when there is very little rain. The average summer high temperature is typically 40 °C and the average winter low temperature is around -23

°C. Less than 10% of its territory is occupied by intensive, cultivated, irrigated land in river valleys and oases. The rest is a vast desert (Kyzylkum) and mountains.

3.3. Agriculture

Agriculture is one of the most important and significant sectors of the economy of Uzbekistan. Its varied geography shows the most advantageous areas for growing various agricultural and industrial crops. It accounts for about 25.1% of gross domestic product (GDP) and 27% of total employment. The total area of agricultural land in Uzbekistan is 255,777 km², of which about 42,000 km² is irrigated agricultural land (MOA).

Uzbekistan is located in the northern part of the territorial zone between the subtropical and temperate zones, characterized by abundant sunlight and atmospheric circulation, forming a typical desert continental climate.

Cotton is the most widely grown crop in Uzbekistan, followed by wheat, barley, rice, corn, potatoes, vegetables and fruits. Cotton and winter wheat, on the other hand, account for 80 percent of all irrigated land. Cotton crops decreased from 2.0 to 1.4 million hectares in the first six years of independence and were largely replaced by wheat. Wheat has become the second most important crop after cotton for food security; Irrigated area has increased significantly, now reaching over 1.4 million hectares, including rainfed agriculture. The expansion of cultivated land has prompted the introduction of advanced production practices such as improved varieties, certified seeds and improved approaches to agronomic management. The average wheat yield is 5.5 t/ha, more than three times the 1992 yield.

The country has two unique and coexisting crop and livestock systems. Most of them are smallholders who run small family farms (on average 0.2 ha), commonly referred to as farmers (dekhkans) or households. The second category is large individual/private farms (more than 15 ha), referred to as farmers, mainly producing cotton and wheat. Despite the suboptimal land size and the limited size of the animal population per capita, the former makes up more than 85 percent of agricultural producers in the country and produce about 70 percent of all agricultural output. More than 60% of the country's fruit and vegetable crops are grown in dekhkan farms.

The main tasks and operated information systems of the Ministry of Agriculture of the Republic of Uzbekistan in the direction of land management	
For the timely financing of agricultural technology, the financial sustainability of agricultural producers, increasing the productivity of low-yielding soils, coordinating measures of state support for agriculture, which will help ensure food security and increase the export of agricultural products;	The system "Agroplatform" will be developed
For the timely financing of agricultural technology, the financial sustainability of agricultural producers, increasing the productivity of low-yielding soils, and coordinating measures of state support for agriculture, which will help ensure food security and increase the export of agricultural products:	The system "Agroplatform" will be developed
Constantly monitors the timely allocation and targeted use of financed funds for the cultivation of agricultural products for public procurement;	The system "Agroplatform" will be developed
Preparation of proposals to improve the system of financing the cultivation of agricultural products;	The system "Agroplatform" will be developed
Develops recommendations to ensure the financial sustainability and economic efficiency of agricultural enterprises;	The system "Agroplatform" will be developed
Placement and sowing of high-yielding crops in agriculture, thereby increasing the productivity of low-yielding lands, satisfying the needs of the population for food and ensuring price stability in the markets;	The system «Ep-Macoφa» will be developed

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Preparation and submission of proposals to the Cabinet of Ministers on the cultivation of products for public procurement on low- yielding lands;	The system «Ep-Macoφa» will be developed
Preparation of proposals for the placement of vegetables, melons and legumes based on the soil and climatic conditions of each region, water availability, requirements of foreign markets (product type and delivery time);	The system «Ep-Macoφa» will be developed
Preparation of recommendations for further improvement of the system for the supply of fruits and vegetables to foreign markets;	The system «Ep-Macoφa» will be developed
Inventory of created and operating greenhouses by types, sizes, quantity and sources of heating, as well as development of programs of measures to improve their activities;	The system «Ep-Macoφa» will be developed
Monitoring the placement of crops, planting and caring for agricultural products, crops;	The system «Ep-Macoφa» will be developed and integrated with Geoportal
Monitoring the placement of crops, planting and caring for agricultural products, crops:	The system «Ep-Macoφa» will be developed and integrated with Geoportal
Monitoring of agricultural lands, maintenance of agricultural lands, crops;	Geoportal
Develop proposals for identifying inefficiently used agricultural lands, their withdrawal in the prescribed manner and use for their intended purpose;	The system «Ep-Macoφa» will be developed
Carrying out grading of soils, determining the standard value of agricultural land, conducting research in the field of soil science, geobotany;	Digital Soil Mapping System - an electronic system will be created within the framework of the Systematization of Water Resources Management and Irrigation Efficiency Project (SRBISA)

The soil assessment, determination of the standard value of agricultural land, research in the field of soil science, geobotany;	Digital Soil Mapping System - an electronic system will be created within the framework of the Systematization of Water Resources Management and Irrigation Efficiency Project (SRBISA)
Conducting soil surveys, soil assessment in order to assess the quality of soils;	Digital Soil Mapping System - an electronic system will be created within the framework of the Systematization of Water Resources Management and Irrigation Efficiency Project (SRBISA)
Conducting geobotanical studies of natural pastures for agriculture;	Information system «Ер ахборот тизими»
Implementation of a unified state policy in the field of plant protection, implementation of systemic measures to combat pests and weeds, agrochemical maintenance and soil protection;	The system «Ер-Мацофа» will be developed
In the field of implementing a unified state policy in the field of plant protection, pest and weed control, agrochemical services and the implementation of systemic measures for soil protection;	The system «Ер-Мацофа» will be developed(in terms of plant monitoring) The system "Agroplatform" will be developed(in terms of providing services to farmers)
Forecasting the development and spread of pests, diseases and weeds of agricultural crops;	The system «Ер-Мацофа» will be developed
Organization of effective state control in the field of organization and protection of the use of agricultural land.	The system «Ер-Мацофа» will be developedand integrated with Geoportal
The effective state control in the field of organization and protection of the use of agricultural land;	The system «Ер-Мацофа» will be developed
Organizing works on soil planning, improving soil fertility, conducting research on soil science, geobotany;	Digital Soil Mapping System - an electronic system will be created within the framework of the Systematization of Water Resources Management and Irrigation Efficiency Project (SRBISA)

Monitoring the state of agricultural land and crops, as well as ongoing agrotechnical activities and the use of unmanned aerial vehicles (drones) in the prescribed manner for the implementation of these activities.	The system «Ep-Macoφa» will be developed
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4. SYSTEM REQUIREMENTS

4.1. Requirements for The "System" as a Whole

4.1.1. Requirements for the Structure and Functioning of the "System"

The system must be developed as a web application and deployed on a server system hosted by the Customer. In addition, the System must communicate with a spatial relational database to provide the necessary information to the end user through modern web browsers. The System architecture must support the operation of load balancers. The choice of hardware or software for load balancing will be made during the project depending on the needs of the application. When choosing a load balancing technology, the following conditions will be evaluated.

- HTTP requests require the use of an Application Load Balancer.
- A network load balancer (hardware) is required to load balance traffic across network or transport protocols and applications.
- Deployed third-party virtual appliances require the use of a Gateway Load Balancer.
- Figure №2 shows sources of information, data and models. This System is based on machine learning, modeling and artificial intelligence. In the development of this System, historical information on fields, ground and soil data, satellite observation, UAV data, agrometeorological data should be combined to obtain timely, accurate and reliable results for field monitoring, crop identification, yield assessment and forecasting.

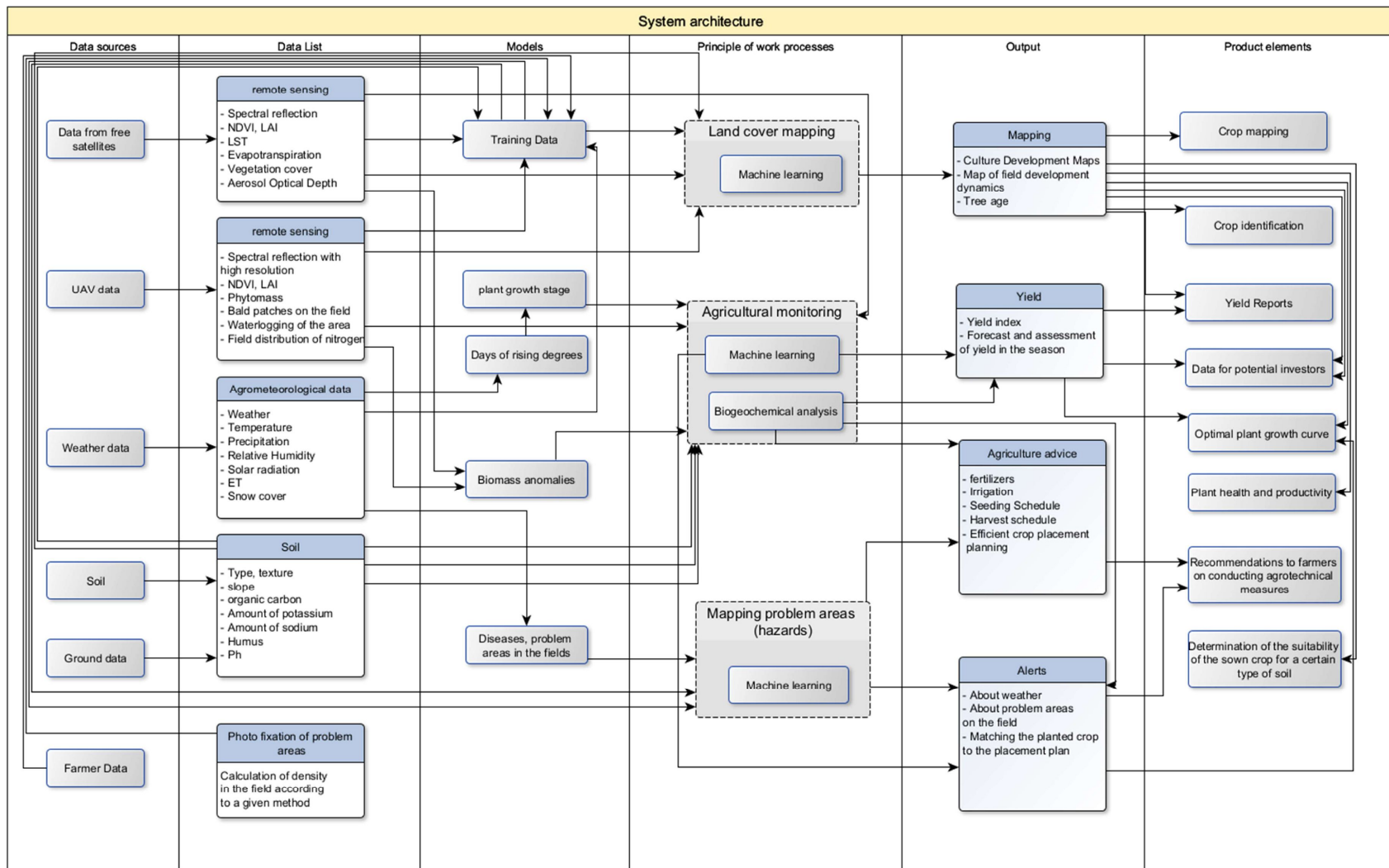


Figure 2. Main Inputs and Outputs of the System.

* The structure and list of data can be changed by agreement of the Parties

Each of the levels should be assigned its own tasks and ensure the interaction between the levels.

4.1.1.1. List of Modules, Their Purpose and Main characteristics, Requirements for The Number of Hierarchy Levels and The Degree of Centralization of The System:

- Module "Download of processed data from UAV"
- Module "Downloading images from spacecraft (satellites)"
- Agro-climatic conditions analysis module
- Electronic field map module
- Module for monitoring crops, recording agrotechnical measures and issuing recommendations to farmers
- Yield forecasting module
- Mobile application for field workers
- Crop classification module
- Module statistical calculation of production costs and determination of the direction of concessional financing

Modules of the "System" must be placed on the hardware and software infrastructure of the Customer.

All work of users with the modules of the "System" is carried out through access through a WEB browser.

Components for displaying "System" cartographic data should be an integral part of the user interface.

The Sistema solution should include the possibility of round-the-clock operation.

The server part and stationary workstations of users operate under the Windows server operating system (64 bits) and have the ability to use an open-source DBMS for storing personal data.

4.1.2. Requirements for Interaction with Third-Party Information Systems

The system will receive or send various data through integration with other digital systems or electronic government services, including agriculture.gov.uz , digital soil mapping system and One-ID system. All necessary agreements to create integrations should be made under the responsibility of the MOA, and possible fees for access to integrated systems should be covered by the MOA.

One ID provides a single login account for multiple public portals and legal entity sites. Users do not need to create separate accounts for different websites and register an account with an ID without having to visit other places on foot. One ID is administered by the Project Management Center for e-government and digital economy of the Republic of Uzbekistan.

e-agriculture.gov.uz is the leading information center of the Ministry of Agriculture. Farm registers, including cadastral information, crop distribution information, and crop health monitoring services, are provided by e-agriculture.gov.uz. The system will provide information to the farm.gov.uz website, including farm boundaries, identified crop types, and crop condition monitoring data.

The Digital Soil Mapping System is an electronic spatial electronic database managed by the State Unitary Enterprise Soil Composition and Repository of the Center for Quality Analysis, providing detailed information on the physical and chemical characteristics of soils from the point of view of agricultural land. This information should be used in yield forecasting and other crop monitoring services. It is planned that the development will be completed by the end of 2023. Until the development is completed, the MOA will be responsible for providing dummy services for conducting integration tests.

AgroGeoportal-integration of all necessary data on AgroGeoportal from the System. Integration of all necessary data from the AgroGeoportal into the System. Data exchange should be carried out via the API web service. Data exchange must be in JSON format.

The system will be also be integrated to the Digital Irrigation Management System, which is executed by the MoA and MoWR, in order to receive the conditions and results of the irrigation activities on the field.

4.1.3. Requirements for the Number and Qualifications of Users of the "System"

4.1.3.1. Requirements for The Number of IS Staff

The system must support at least 100 simultaneous users.

The principles of building the System must take into account the average level of the user's knowledge. The system should be easy to learn and eliminate uncertainty when making decisions.

The mode of operation of users is determined by the order of internal regulatory documents of the Customer. At the same time, the System should allow to work in 24/7/365 mode.

4.1.3.1.1. Requirements for The Qualification of Personnel, The Procedure for Their Training and Control of Knowledge and Skills

The number and qualifications of the “System” service personnel should be determined taking into account the following requirements:

- The structure and configuration of the "System" must be designed and implemented in order to minimize the number of maintenance personnel;
- The hardware and software complex of the System should not require round-the-clock maintenance and the presence of administrators at the management console.

The level of qualification of the maintenance personnel must comply with the requirements of developers and manufacturers of software and hardware included in the System, as well as the requirements of operational documentation.

The System Administrator must be able to perform all the necessary functions for maintaining the System and further developing the System, taking into account its scalability, which should be reflected in the administration manual.

Engineers responsible for the operation of the relevant resources of the System must be classified as certified specialists and must ensure the operability of the system and specialized software and hardware of the System, configure and configure them, analyze the functioning of the software and hardware, respond to requests from users of resources within their competence.

Users responsible for maintaining records of data on the issue under consideration should have the skills and knowledge to use Internet resources through a web browser.

4.1.4. Objective Indicators

Objective indicators are parameters that characterize the degree of compliance of the System with its purpose. Within the framework of this project, the performance indicators are determined by the requirements for each component of the system.

No.	Name of Indicator	Indicator Values
1.	Ability to authorize and authenticate users	Exists
2.	Ability to assign user rights	Exists
3.	Ability to upload shape, TIFF, GEOJSON files	Exists
4.	Ability to view the log of actions performed by users in the system	Exists
5.	Total number of workstations	60
6.	The total number of simultaneously working workstations in the System	100
7.	The possibility of increasing computing power without making changes to the program code and / or the structure of the System database	Exists
8.	Number of tablets	1000
9.	UAV	60

10.	Maximum request response time	No more than 10 seconds (depends on the data transfer rate between the server and the client device)
11.	Maximum response time for loading, searching, extracting data from the IS	no more than 15 seconds
12.	Under peak load conditions, an increase in response time is acceptable	no more than 3 times
13.	Operating hours for the visually impaired	Exists
14.	Bilingual interface (uzbek-english)	Exists
15.	Visitor counter per day/month/year	Exists

4.1.5. Reliability Requirements

The reliability of the "System" is determined by the reliability of functional modules, common software, its technical and engineering facilities. All hardware and system support is provided by the Customer.

Design solutions should provide:

- Preservation of system operability in case of failure or failure for any reason of one of the components of the System of technical means or telecommunications subsystem;
- Preservation of all information accumulated at the time of failure or failure in case of failure of two or more components of the system that are identical in purpose, regardless of their purpose, with subsequent restoration of the system's functioning after repair and restoration work.

Two levels of system reliability should be provided:

- The level of preservation of working capacity;
- The level of information security.

Reliability indicators should ensure the possibility of effective implementation of the functional tasks of "LRM". Reliability indicators include:

- Average time between failures of individual system components;

- Average time to service, repair or replace a failed component;
- Average time to restore system performance.

The system must be provided with load profiling. Real-time processes such as transaction routing and authorization are separated from data processing. The system must have built-in tools for monitoring the health of internal processes and modules, authorization channels, notification tools in case of failures.

4.1.6. Security Requirements

4.1.6.1. Requirements for Protecting Information from Unauthorized Access

System will be used in an open network, with a connection through the "Internet". At the same time, in order to use the capabilities of the System, users will need to enter the System using a login and password.

No			Information Protection Measures
2.			Network Security Measures
	2.11		Using wireless connections with secure VPN connections
	2.5		Measures to protect the organization of connections using public telecommunications networks
		2.5.5	Organization of an access gateway when connecting to the information system of a remote user through a public telecommunications network
3			Measures for the use of mobile devices
	3.2		The use of mobile devices to connect external users to external resources of the information system with the possibility of using secure VPN connections
4			Measures to ensure protection against unauthorized access
	4.3		The use of complex identifiers, along with passwords when accessing an information resource
	4.7		Two-factor authentication of internal users when accessing the information system
	4.10		Separation of powers (roles) of users, administrators and persons ensuring the functioning of the information system
	4.18		Automatic blocking of access to information system resources during the period of user inactivity

	4.19		Introduction of monitoring of access events, including registration and accounting of authorized access and attempts of unauthorized access with fixation of access time, subject and / or object of access
	4.24		Lock the computer or set a screen saver on the screen with automatic activation for no more than 10 minutes in the absence of user activity and remove the lock or screen saver using a secure password
5			Anti-Malware Measures
	5.1		Application of anti-virus protection tools that scan files and stored data on workstations, mobile devices and servers
7			Measures to ensure control and analysis of security
	7.1		Conducting a security analysis after the implementation and modification of the information security system of the information system
10			Measures to ensure the integrity, continuity and restoration of functioning
	10.2		Periodic backup of information on backup machine storage media
	10.3.		Ensuring the possibility of recovering information from backup machine storage media (backups)
	10.5		Ensuring uninterrupted power supply of server, telecommunications equipment, workstations of information system administrators
	10.8		Redundancy of server equipment (technical means of processing and storing information)
	10.13		Software redundancy

The security subsystem should provide private storage of GIS-related data (actual system modules, system and application data) in such a way that:

- It should be impossible to logically access the specified data outside the scope of the IS application;
- Any movement of data from/to the system must be controlled by the security subsystem.
- The work of any subject (user or process) in the information system must be identified by the System.
- The main means of user authentication in the System should be the “login/password” scheme.
- Ensuring information security should be aimed at excluding:
 - Unauthorized access, copying, provision or distribution of information (ensuring the confidentiality of information);
 - Unlawful destruction or alteration of information (ensuring the integrity of information);

- Unlawful blocking of information (ensuring the availability of information).

Storing data in the blockchain. As part of the work to create and deploy a blockchain environment, it is necessary to:

- Deployment of an authentication center that regulates the following aspects of network access:
- Authentication of network participants in accordance with the selected blockchain protocol.
- Solving administrative issues related to updating the software used on the network in accordance with the selected blockchain protocol.
- Implement the blockchain architecture in accordance with the requirements of the current technical regulation in the manner determined by the regulator of the Republic of Uzbekistan.
- Refine the mechanisms of the deployed blockchain network to support the following operations:
 - Managing the schema of the types of data recorded by the GIS.
 - Schema management of key GIS fields that must be completed for the GIS. Storage of document/material numbering rules, storage of document transfer policies in the database in accordance with the selected blockchain protocol.
- Implementation of the application software module for transferring data to the archive for network participants with the following functionality:
 - Registration of new documents in the network, registration of important events with a document/material: creation of a document/material, assignment of a number in accordance with the selected blockchain protocol
 - Transfer of electronic documents/GIS materials to the archive. In this case, the network:
 - Generates an electronic fingerprint of transferred documents/GIS materials in accordance with the selected blockchain protocol
 - Secure data transfer to GIS initiated
 - Upon completion of the data transfer, the integrity of the transmitted data is checked, and the fact of acceptance of documents for storage in the GIS in accordance with the selected blockchain protocol is recorded in the network.

- Support the process of receiving materials in the GIS. This portal has the following functionality:
 - A personal account in which portal users view reports on the current status of tasks for transferring materials to the GIS via:
 - Search by key fields;
 - Preview in the archive;
 - Download application software for sending data to the archive.
- Implementation of the following mechanisms for the current implementation by network users of the policies for transferring materials to GIS in accordance with the chosen blockchain protocol by:
 - Report on the history of document movement with blockchain protocol tags;
 - Creation of a document/material with blockchain protocol tags;
 - Formation of related documents with blockchain protocol tags;

4.1.6.1.1. Safety Requirements When Working with Technical Means

The clauses of this ToR do not provide for scheduled work related to the physical change in the infrastructure of the facility (construction and installation works, redevelopment of workplaces, changes in the routes of power lines, etc.) and the technical operation of the System's technical facilities. Consequently, the requirements for ensuring safety during installation, adjustment, operation, maintenance and repair of technical means on which the module is deployed (protection from the effects of electric current, electromagnetic fields, acoustic noise, etc.), in terms of permissible levels of illumination, vibration and noise loads are not applied.

4.1.7. Requirements for Ergonomics and Technical Aesthetics

The System should provide high - quality interaction of the user (person) with computer equipment and comfort conditions for users. The system should be created taking into account the provision of maximum convenience and comfort of users' workplaces.

The System should provide a convenient and unambiguous interface for working with all the provided functionality. Design solutions should use the achievements of modern

ergonomics and design and most effectively create a positive emotional reaction among users of the System.

The System interface should provide the minimum number of user actions required for frequently used functions.

4.1.8. Requirements for Transportability

Hardware components such as tablets, personal computers, servers must be transported according to the manufacturer's specifications. There are no portability requirements for software components. The server complex after installation and commissioning is not subject to transportation.

4.1.9. Requirements for Operation, Maintenance, Repair and Storage of System Components

The operation of the technical means of the System must be carried out in compliance with the requirements of equipment manufacturers, the performance of periodic maintenance and routine maintenance. The mode of operation and maintenance of the System is determined by the internal regulations of the Customer. Upon completion of the operation and transfer of skills and training period on the basis of the agreed conditions between the Customer and the Consultant, certain relationships may be established for the maintenance and maintenance of the System, as well as its restoration and storage on the basis of separately concluded agreements.

The hardware and software complex must ensure uninterrupted operation for 24 hours, 7 days a week, 365 (366) days a year (24/7/365 (366)).

The requirements for allowable areas for the placement of personnel of the "MACOΦA-EP" are determined in accordance with the requirements of labor protection and safety regulations established in the Republic of Uzbekistan.

Requirements for the placement of technical facilities, parameters of power supply networks and operating conditions are developed on the basis of the relevant technical conditions

for deployed hardware. The placement of technical equipment must comply with safety requirements, sanitary standards and fire safety requirements.

Requirements for the placement of technical facilities, parameters of power supply networks and operating conditions are developed on the basis of the relevant technical conditions for deployed hardware. The placement of technical equipment must comply with safety requirements, sanitary standards and fire safety requirements.

4.1.10. Requirements for Patent and License Cleanliness

Design solutions for the construction of the System must meet the requirements for patent clearance in accordance with the current legislation of the Republic of Uzbekistan and regulating the creation of a system of administrative documents.

The implementation of technical, software, organizational and other solutions provided for by the project should not lead to violation of copyright and related rights of third parties.

The system and its parts must be free from the possibility of presenting any rights and claims of third parties based on industrial, intellectual or other property.

4.1.11. Requirements for Standardization and Unification

The development of the System should be implemented using standard and unified methods for developing software tools. The design system should ensure the unification of functional tasks, operations and interfaces in terms of their implementation

Unification of the information base (reference information, input and output documents, descriptions of information objects and rules for setting and presenting the details of the description of these objects) should ensure the integrity and unambiguous relationship of data in the database.

The main principle of building the System solutions is to ensure the information compatibility of all data processed in the system. Standardization of classifier codes is mandatory to ensure high-quality exchange and general use of information.

4.1.12. Additional requirements

An enterprise that delivers and implements the System must have an appropriate license for telecommunications networks, valid in the Republic of Uzbekistan.

All additional requirements for functionality, database architecture, design and other issues not provided for by the current Terms of Reference are implemented under new Contracts with the development of partial terms of reference.

4.2. Requirements for the Functions Performed by the System

The system is in closed access. To use the functionality of the system, the user will need to register and log in to the system. The system consists of the following functional modules:

- Module "Download of processed data from UAV"
- Module "Downloading images from spacecraft (satellites)"
- Agro-climatic conditions analysis module
- Electronic field map module
- Module for monitoring crops, recording agrotechnical measures and issuing recommendations to farmers
- Yield forecasting module
- Mobile application for field workers
- Crop classification module
- Module statistical calculation of production costs and determination of the direction of concessional financing

The System shall provide for the work of users of the following roles:

- System Administrator
This is an authorized user role with full access and authority to manage the system. This role belongs to users from among the employees of the Digitalization Center
- Service Users

The role of the user from among the employees of the Ministry of Agriculture, O'zdavyerloyiha", State Institution "Center for Digitalization of Agro-Industry" has the right to request and report information on all tasks of the Ministry

4.2.1. Module "Download of Processed Data from UAV"

The module should provide both manual and automated loading of data into the system, their marking, tagging, editing and administration. The module will be used by users with appropriate access rights. The main functions of the module:

- Loading maps: digital elevation model, orthophoto in multispectral range
- Registration of cards
- Shooting search
- Shooting Visualization

The module must support the loading of aerial photography data and the resulting products (orthophoto maps and terrain models) in TIFF format.

The module should be an interface for user interaction with data; the interface can be implemented as a web service or a separate application for Windows operating systems.

Required characteristics of spectral survey data:

- Spectral range - 475-842 nm;
- Spectral channel width not less than 12-57 nm;
- Spectral channels in a hyper frame - at least 5 pcs.;
- The number of pixels in the spectral channel is at least 1456x1088; Support

the following features:

- Loading of maps with the number of photos contained in them for 1 flight: 100-3000 pieces;
- Loading maps with the photo size contained in them: spectral up to 2.5 MB; digital 20- 40 MB (depending on the type of shooting equipment), 32 bits are needed for each pixel in the spectrum;
- The system must support loading from spectral cameras in 32-bit TIFF format;
- The system must support images with a resolution of at least 1456x1088 pixels.

The system should provide the ability to download the following data in the form of a digital map:

- Orthophoto maps;
- Digital terrain model;
- Watercourse map;
- NDVI card;
- A map of stressed or defective sections of the field;
- Map of relative Phyto mass content;
- Plant moisture index map;
- Map of nitrogen distribution in plants by fields (normalized by N-tester) (for selected fields);
- Map of the absolute content of Phyto mass;
- Sprouting density map.

4.2.2. Module "Downloading Images from Satellites"

- The module should provide loading and preview of geoinages according to the following scenario of user actions:
 - The user presses the "Upload" button and selects one or more photos on the local computer (the total size of photos per upload should not exceed 500 MB);
 - On the preview page of uploaded photos, thumbnails of images are displayed with checkmarks confirming the upload. The user can uncheck those photos that do not need to be entered into the database;
 - The user presses the "Start Processing" button for all photos marked with a checkmark on the preview page;
- The module should provide the following functionality for viewing uploaded geophotos using the map window:
 - The ability to configure photo filtering by parameters:
 - Shooting dates;
 - A set of attached tags.

- Search results with a preview of geoimages should be displayed on the left panel, and in the map window the locations of geoimages should be displayed as icons;
- When scaling or shifting the map, the search results in the left panel and on the map should be automatically updated;
- When you click on the photo preview in the left panel, the photo expands and is displayed in the modal window on top of the map window;
- It should be possible to close the modal window with a cross;
- the left panel with search results should display the total number of found photos that match the selected filters;
- In the left panel next to the preview, the metadata of the photo should be displayed: date, time, attached tags.
- The block of visualization and interactive viewing of geodata is intended for:
 - Visual assessment of data available for download from servers external to the System, by quickly viewing Landsat and Sentinel images;
 - Formation of a task for processing (starting from the stage of loading LRSD) images by scene identifiers (for images not previously loaded in automatic mode);
 - Cartographic viewing of loaded Landsat and Sentinel data by scenes and single coverages (in particular, within automatic loading contours), as well as their derivative products;
 - Vector data editing, including:
 - Automatic metadata download cycle for LRSD Landsat and Sentinel;
 - Circuit of automatic loading of LRSD Landsat and Sentinel.
 - Module functions:
 - Downloading satellite images from any available resources in an automated mode;
 - Spectral processing of image data;
 - Integration of spectral maps into modules:
 - Electronic field map module
 - Module for monitoring crops, recording agrotechnical measures and issuing recommendations to farmers
 - Yield forecasting module

- Mobile application for field workers
- Crop Identification Module

4.2.3. Agro-climatic Conditions Analysis Module

The module should have the following functionality:

- Drawing up cartograms according to the norms of precipitation, total temperatures in the context of the administrative-territorial division of the Republic of Uzbekistan.
- Cartograms comparing the agro-climatic conditions of the selected year and the climatic norm in the context of the administrative-territorial division of the Republic of Uzbekistan.
- Up-to-date data on precipitation and total temperature for the current season anywhere in the Republic of Uzbekistan.

4.2.3.1. Functionalities of the Agro-Climatic Analysis Module

The module must provide:

- Uploading weather data from external sources to the internal storage of the System;
- Daily weather updates (at least 1 time per day);
- Data providing access to downloaded meteorological data through a web service (API);
- Visualization of meteorological data in the form of cartograms and graphs.

4.2.3.1.1. The module should be capable of loading meteorological data from two external sources, namely ERA 5 and IBM data.

4.2.3.1.2. The module must be capable of loading metadata from an ERA 5 source with the following characteristics:

- Files in netCDF format;
- Archival data starting from 01/01/2017;
- Daily data update;
- Archival and operational data with a grid step of 0.25 degrees;
- Physical parameters:

- Surface air temperature;
- Precipitation;
- Relative humidity;
- Solar shortwave radiation.

4.2.3.1.3. The module must be capable of loading meteorological data from an IBM source with the following characteristics:

- Upload data using the IBM API service with a rectangle frame;
- Upload archived data starting from 01/01/2017;
- Daily data update;
- Archived and operational data should be loaded with a grid step of 0.1 degrees;
- Physical parameters:
 - Surface air temperature;
 - Atmosphere precipitation;
 - Relative humidity.

4.2.3.1.4. When loading weather data from external sources, the module must perform the following operations:

- Save initial data from external sources in the internal storage of the system;
- Calculate derived values for:
 - Average daily temperature;
 - Maximum daily temperature
 - Minimum daily temperature
 - Total daily precipitation;
 - Sum of daily solar radiation;
 - Relative humidity (by dew point and average temperature).
- Store data in a structure that is optimized for data access through a web service.

4.2.3.1.5. For downloadable meteorological data, the module must provide a programming interface for accessing this data as a web service with the following characteristics:

- Support for filtering by a specified time interval;
- Getting data by point coordinates;
- Data sampling by the nearest grid node;
- Linear interpolation of data from the four nearest grid nodes.
- Obtaining data about the center point of the area, which can be specified:
 - Coordinates of a rectangular area (BBOX);
 - Coordinates of an arbitrary area in the form of a polygon;
- Identifier of the ATD object of the Republic of Uzbekistan at the district level or less if the ATD database of the Republic of Uzbekistan is provided by the Customer.
- GeoJSON and CSV supported output formats.

4.2.3.1.6. The module should provide the output of the loaded meteorological data to the interface of the panel of meteorological graphs of the Geodata Visualization Unit. The following features must be supported:

- Displaying graphs of temperature and precipitation for a certain year by clicking on a point on the map;
- Deleting graphs;
- Re-centering the map to the plotting point;
- Combination of graphs of precipitation and average daily temperatures for different years.

4.2.3.1.7. The module should provide the following functionality for visualizing weather data on the map:

- Cutaway visualization of the ATD of the Republic of Uzbekistan of the values of accumulated precipitation and temperature for the selected year;
- Cutaway visualization of the ATD of the Republic of Uzbekistan deviations in the values of accumulated precipitation and temperature for the selected year from the climatic norm.

4.2.4. Digital Map Field Module

The user should be able to create layers containing information about their fields using up-to-date satellite imagery, orthophoto survey results, or by uploading KML files.

4.2.4.1. Functionalities of the Field Digital Map Module

- 4.2.4.1.1. The module is designed to connect and display field maps from various sources (satellite images, AP results, KML files, Yandex, etc.), layers with information about fields and perform various manipulations with them, as well as for maintaining statistics and accumulating historical data. Information about crops and varieties, sowing and harvesting dates, planned and actual yields.
- 4.2.4.1.2. The vector editor should provide the ability to create, edit and export/import vectorlayers in the following formats:
 - Shape - ESRI file (*.shp);
 - GeoJSON (.geojson, json);
 - KML (.kml).
- 4.2.4.1.3. Support should be provided for entering the following attribute information for fields within a farm:
 - Field number;
 - Agricultural crop, selection from the catalog of crops;
 - Sowing dates;
 - Harvesting time.
- 4.2.4.1.4. The list of fields must support filtering functions by the main features.
- 4.2.4.1.5. The list of fields must support the transition from the field (line) selected in the list to the corresponding contour in the graphical interface and to graphs displaying the NDVI index averaged within the selected object and other parameters.
- 4.2.4.1.6. For each area, it should be possible to visualize graphs of NDVI progress over selected years.
- 4.2.4.1.7. The module should allow users to change the field number and sowing dates.

4.2.4.1.8. Develop the functionality of editing the field contour by accelerating the mouse response to a click in order to ensure a quick drawing of the field contour.

4.2.4.1.9. It should be possible to switch images or backgrounds in the process of drawing the field contour while preserving the field contours.

4.2.4.2. **Opportunities for *Working with Geo-referenced Photos***

The module must provide the following operations:

- Uploading multiple photos at the same time from a local computer;
- Preview of loaded geo images, including statuses of geo photo titles processing with geo photo display on the map with the ability to filter by:
 - Date of shooting;
 - Geographic location;
 - Tags set.

- Editing of tag catalogue;
- Editing tags for photos (photo tagging).
- Editing the database of uploaded photos - deleting unnecessary uploaded photos

4.2.4.2.1. The module should provide loading and preview of geo images according to the following scenario of user actions:

- The user clicks the "Upload" button and selects one or more photos on the local computer (the total size of photos per upload should not exceed 500 MB);
- The uploaded photo preview page displays image thumbnails with checkmarks to confirm the upload. The user can uncheck those photos that do not need to be entered into the database;
- The user clicks the "Start Processing" button for all photos marked with a checkmark on the preview page;

4.2.4.2.2. The module should provide the following functionality for viewing uploaded geo photos using the map window:

- The ability to configure photo filtering by parameters:

- Shooting dates;
 - Set of attached tags.
-
- Search results with a preview of geo images should be displayed in the left panel, and in the map window the locations of geo images should be displayed as icons;
 - When scaling or shifting the map, the search results in the left panel and on the map should be automatically updated;
 - When you click on the photo preview in the left panel, the photo expands and is displayed in the modal window on top of the map window;
 - It should be possible to close the modal window with a cross;
 - The left panel with search results should display the total number of found photos that match the selected filters;
 - In the left panel next to the preview, the metadata of the photo should be displayed: date, time, attached tags.

4.2.4.2.3. The module should provide an interface for editing the tag catalog with the following functions:

- Creating a tag and deleting a tag;
- For each tag in the catalog, the total number of photos should be displayed;
- Each tag contains a title and description;
- The module should provide an interface for adding tags to uploaded photos. The tagging function should be combined with the photo viewing interface using the map window;
- The module should provide an interface for editing the database of photos with the ability to delete one or more uploaded photos. The following features must be supported:
 - Deleting photos by clicking on the "trash" icon in the left panel with search results;
 - Deleting all found photos by specified filters.

4.2.5. Module for Monitoring Crops, Recording Agrotechnical Measures and Issuing Recommendations to Farmers

The module is expected to provide a state-of-the-art artificial intelligence module that performs vegetation analysis of 20 crop species using multispectral surveys and quantification by obtaining metrics reflecting the required analysis based on vegetation spectral indices through raster visualization on a map and as tabular data.

Shooting with multispectral cameras mounted on UAVs and high-precision satellite images will make it possible to highlight the heterogeneity of cultural development within the same field. Based on the vegetation index and visual vegetation maps, it will be possible to effectively plan agricultural work and resources in individual areas of the field and optimize costs in general.

When performing NDVI calculations, the preprocessor must exclude pixels corresponding to bodies of water and snow cover by calculating masks. After processing, the data information is stored in a raster format and exported to a database.

The module must:

- Determine the applied agricultural practices (if signs of such practices are visible on the satellite) or use UAVs to check the quality / fact of application of agricultural practices;
- Provide, upon request, advice on the application of cultural practices to reduce risks or reduce stress on plants.

The identification of applied crop practices should be based on an artificial intelligence methodology and a set of training data on crop practices used in a given region for specific jobs. The data set sets limits on the number of crop practices that need to be defined.

Cultivation recommendations are calculated using AI and provided on request for each field. Recommendations should be developed based on:

- Data set of agricultural practices;
- Identifying stress;

- Climate/weather conditions.

The quality of recommendations should improve as the data set grows.

The module should be able to receive confirmation from the system administrator about the success of the recommendations to enhance AI reinforcement learning. The assessment should be designed accordingly.

To identify problem areas using spectral images, an AI methodology should be created. To train the AI algorithm, the module should use:

- Spectral camera channel data;
- Spatial data;
- Time data.

The training data is a set of images from spectral cameras with additional annotation in JSON format and is divided into training and validation sets in a ratio of 80% to 20%. Module testing must be carried out on a separate test data set containing at least 100,000 examples, the content of the test data set must be agreed with the controller.

Technical requirements:

- To optimize calculations and scale, it is necessary to provide batch processing and surfing of models;
- Calculations should be carried out using graphics accelerators;
- Model size must be less than 1 GB.

Acceptance of work criteria:

- Control measurements must be carried out on at least 3 controlled fields for each crop with an area of at least 2 hectares in any of the regions of the country.
- Manual evaluation by traditional methods should be carried out for comparison with the results predicted by the modulo.
- If the accuracy of the results is lower than expected, you need to add 3 additional fields from another region to the comparison.

Less than expected accuracy is allowed only in case of proven exceptional weather conditions during the growing season.

The module should integrate with modules:

- Module "Downloading processed data from UAVs"
- Module "Downloading images from spacecraft (satellites)"
- Agro-climatic conditions analysis module

Module functions:

- Determine the applied agrotechnical methods;
- Provide, upon request, recommendations on the application of agrotechnical measures;
- Provide recommendations to the farmer on sowing seeds, fertilizing, etc.
- Identify problem areas in the field.

4.2.5.1. Functionalities of the Crop Monitoring Module

4.2.5.1.1. The module is designed to analyze the state of vegetation using digital and multispectral aerial photography (from UAVs and satellites), vegetation indices. Visual diagrams, maps and vegetation history will help to control the entire process of crop growth and development, effectively plan agricultural work and resources inspecific areas of the field and optimize costs in general.

4.2.5.1.2. The module should be able to track the status of crops in real time.

4.2.5.1.3. The module should provide a map of the general condition of the field.

4.2.5.1.4. The module should provide a map of the plant moisture index.

4.2.5.1.5. The module should identify problem areas in the field and give recommendationsto farmers on what needs to be done in each specific case:

- Identification and indication of areas with no crops or the presence of bald spots, highlighting these areas with color and indicating the boundaries of these areas (an example of a recommendation is overseeding crops);
- Identification of uneven development of crops on the field, highlighting these areas with

color and indicating the boundaries of these areas (an example of a recommendation is additional top dressing or differentiated application of the next top dressing);

- Indication of places of oppression of crops, highlighting these areas with color and indicating the boundaries of these areas (an example of a recommendation is to identify the cause and make appropriate decisions: the need to use means of protection against diseases, means of protection against pests, etc.);
- Recommendations for differentiated application of top dressing or protective equipment.

4.2.5.1.6. Capabilities of the Module/Block "Harvest monitoring" for Calculating the Values of Vegetative Indices

4.2.5.1.7. The block of visualization and interactive viewing of geodata is intended for:

- Visual assessment of data available for download from servers external to the System by quickly viewing Landsat and Sentinel images;
- Generating a task for processing (starting from the stage of loading LRSD) images by scene identifiers (for images not previously loaded in automatic mode);
- Cartographic viewing of downloaded Landsat and Sentinel data by scenes and single coverages (in particular, within automatic loading contours), as well as their derivative products;
- Vector data editing, including:
- Automatic metadata download cycle for LRSD Landsat and Sentinel;
- Circuit of automatic loading of LRSD Landsat and Sentinel.

4.2.5.1.8. The block of visualization and interactive viewing of geodata must meet the following requirements for working with metadata and loaded data by scenes and single coverage:

- Display data over a cartographic base loaded in the form of tiles from an external service and/or from a server that provides storage and transmission of such data within the System. At the same time, the parameters of tile requests are set according to the template through the configuration json file;
- Display data as vector layers in the format:

- Polygons corresponding to areas into which Landsat and Sentinel metadata and data are automatically loaded;
- Polygons (in particular, field contours), at the intersection with which Landsat and Sentinel data are loaded and processed;
- Metadata upload areas should be able to search for images displaying skimming views based on the following criteria:
 - Intersection with a geometric contour;
 - Shooting time interval;
 - Maximum percentage of cloud cover.
- Coverage of selected images to check the download status and generate a task for selective processing if the image does not fall into the automatic download and processing cycle;
- Full resolution display of all uploaded images as composite RGB images and as vegetation indices: NDVI, EVI, ARVI (SARVI), SAVI and NDWI with the possibility of coloring in accordance with the registered color scale;
- View composite RGB and VI products on an interactive map with drag and drop, zoom (“zoom”), measure coordinates “at a point”, measure distances using the Ruler tool, and measure area;
- Viewing composite RGB and VI products in mosaic mode for a given period;
- Providing the ability to export the selected scene and any product (composite RGB image or VI, as well as their single (tiled) coverage) in GeoTIFF format. To implement this functionality, it is necessary to provide for the possibility of interactive selection of scenes and the formation of a list of their identifiers (sceneid), which is subsequently used to prepare a mosaic cover.

4.2.5.1.9. The block of visualization and interactive viewing of geodata must meet the following basic requirements for working with vector data:

- Providing the ability to edit the boundaries of automatic loading of image metadata;
- Removal of existing polygons;
- Creating new polygons by loading the GeoJSON file.

- Providing the ability to edit the boundaries of automatic loading of full source image data:
- Deleting existing polygons
- Creating new polygons by loading the GeoJSON file.
- Providing the ability to load arbitrary vector data from a file in the GeoJSON format as a temporary vector layer.
- The interface of the block for visualization and interactive viewing of geodata should contain the following main elements:
- Sidebar (sidebar) extending from the left border of the working window. This sidebar should contain buttons (icons) for switching tabs in the sidebar;
- A vertical toolbar that includes buttons (icons) of tools for working with a map and objects, including tools for measuring length and area ("ruler" and "polygon"), as well as requesting VI values for a specific object or at any point. Displaying VI values provides for their display in a tabular form with a preliminary selection of an index for viewing and a query mode - "Object" or "Point". In the development process, it is necessary to provide for the possibility of adding new tools;
- Buttons for controlling the scale of the displayed information (decrease / increase), indication of the current scale, as well as control of the window size: "Maximize the window to the screen", "Minimize the window", "Restore the window";
- The lower information panel, which includes a scale bar and the coordinates of the position of the cursor and the central point of the displayed data (cartographic materials and ZRD).

4.2.5.1.10. The design of the controls of this module is the subject of joint development and is carried out in the course of work.

4.2.5.1.11. Capabilities of The Harvest Monitoring Module / HTTP Request ProcessingBlock

4.2.5.1.12. The http(s) request processing block is designed to provide access to remotesensing data to external applications via the API. An interface must be created to support the WMS, WFS, and WCS interfaces.

4.2.5.1.13. The request processing block should perform the following functions:

- Ensure receipt in accordance with the json/http(s) format/protocol of a metric and semantic description of polygons (geojson format), check their correctness(validity) by

geometric properties (topological control according to the following criteria: closedness, lack of self-intersection, areas and overall dimensions);

- Saving the received polygons in the System database, including indexing and saving the possibility of identifying objects by the user application;
- In response to a user request, send a metric and a semantic description of the polygons to the user application;
- In response to the user's request, provide data on the possibility and estimated time of readiness of the air defense missile system for the specified range;
- Provide a json/http(s) interface for creating/editing/deleting polygons (based on the polygon ID);
- In response to a user request, transmit VI arrays of the type "VI Value - Date - Survey System", formed by the module for calculating the values of vegetation indices;
- Provide a json/http(s) interface for obtaining meta-information about available (at the time of the request) LRSD and derived products that spatially match the specified polygon and potentially available (based on archived LRSDs, including those available from external sources) indicating the main meta-information, including dates, remote sensing systems, percentage of cloudiness, links to access an array of tiles (if any in the System) that store

LRSD and/or maps cropped to the original contour, separately for each date and each product;

- Provide user applications with access to LRSD and their derivative products, including composite RGB images and VI maps in the form of files in accordance with the OpenStreetMap specification, where the coordinates of each tile are determined by three parameters: {z}, {x}, {y};
- As part of providing user applications with access to VI maps presented in the form of tiles, implement a change in the palette of colors used in the formation (and subsequent display) of tiles. The palette options representing the color scale should be passed to the request processing module by the user application as a JSON description, the parameters of which will be agreed upon in working order.

4.2.6. Yield Forecasting Module

4.2.6.1. The module should provide assessment and forecasting of yields for

20 major crops grown in the irrigated areas of the Republic of Uzbekistan. The MoA must provide the necessary historical and field data required for the operation of this module.

4.2.6.1.1. The module must provide the following functions:

- Modelling plant bio-productivity by comparing simulation results with field data within each field and selecting a set of empirical constants. The required data for this evaluation model are: meteorological data, agrochemical characteristics, soil moisture, crop weighing in control fields.
- Correction and refinement of the model parameters by comparing the calculated reflective characteristics of the vegetation cover with the results of remote measurements;
- Use of the correlation method for extracting informative pixels on an aerospace image, namely: the minimum series of space images (10 years) and statistical data on the yield of a particular crop in a particular region with the calculation of the correlation coefficient between the vegetation indices of all satellite image pixels and the yield;
- Yield forecasting based on remote sensing data and ground-based meteorological information using the principles of constructing correlation masks for specific crops and modeling their bio-productivity based on the Monteith equation with regionally adapted parameters.

The module should provide a model for assessing and predicting yields for 20 main types of crops grown in the irrigated areas of the Republic of Uzbekistan for the current year based on a set of initial data accumulated over a fixed period from the beginning of the growing season of the current year. based on space imagery and unmanned aerial vehicles data, space data and the application of various optimization methods using a set of predictors obtained as a result of computer analysis of multispectral images.

The prediction module should be developed using classic machine learning or deep learning algorithms.

The following dataset should be used to train the model:

- 1) Observation of biomass and yield by variety
- 2) Planting and harvesting dates for different varieties
- 3) Information about tillage
- 4) Fertilizer type, rate and application time
- 5) Type of irrigation, amount and time of application
- 6) Regional soil data

To assess and forecasting yields, it is necessary to use the Agroecosystem Model. Agroecosystem models are tools widely used for analysis that combines the effects of climate, crop, soil and land use. Such models use biophysical and biogeochemical principles combined with crop production, weather and soil management to model crop biomass, yields, water use and other variables (eg carbon fluxes, soil erosion) depending on the level of representation of various processes. The Environmental Policy Integrated Climate Model (EPIC) is an agroecosystem model with detailed representation of both plant and soil processes and can model plant growth and productivity, water and wind erosion, crop water use, carbon and nutrient cycling.

The input data containing categorical features must be reduced to a numerical form by one of the data preprocessing methods, for example, One-hot encoding, before training the model. The initial data is provided by the Customer.

The training data set should be divided into training and validation sets in a ratio of 80 to 20. Module testing should be carried out on a separate test data set containing at least 100,000 examples, the content of the test set should be consistent with the controller, the accuracy of work should not be lower than 90%.

The final accuracy of the model after completion of work must be at least 90%. In addition, the accuracy of the model should gradually increase along with the increase in the size of the training data provided. The expected rate of improvement in model accuracy should not be less than the rate given below for crop seasons.

Accuracy should increase at least the following speeds:

- first cropping season dataset: 60%
- second cropping season dataset: 70%
- third crop season dataset: 80%
- fourth cropping season data set: 90%

Due to unforeseen changes, including climate change, soil erosion, and other external exceptional factors that require updating the model, a decrease in accuracy of 20% for no more than 10 crops is acceptable. In this case, the Consultant must provide an explanation of the reasons and provide an action plan on how the Customer will overcome such cases in the future.

Technical requirements for the AI-model of the module:

- Optimization of calculations and scaling. Batch processing and viewing of models is required;
- Calculations can be carried out using graphics accelerators;
- Model size no more than 1 GB;
- Acceptance of work criteria:
- Control measurements to be carried out on at least 3 controlled fields for each crop with an area of at least 2 hectares in any of the regions of the country;
- Manual evaluation by traditional methods should be carried out for comparison with the results predicted by the modulus;
- If the accuracy of the results is lower than expected, you need to add 3 additional fields from another region to the comparison.

Less than expected accuracy is allowed only in case of proven exceptional weather conditions during the growing season.

Culture type	Accepted Accuracy Yield Assessment and Forecasting			
	1 st season	2 nd season	3 rd season	4 th season
1. Cotton	60%	70%	80%	90%
2. Wheat	60%	70%	80%	90%
3. Corn	60%	70%	80%	90%
4. Rice	60%	70%	75%	90%
5. Soy	70%	80%	90%	90%
6. Sunflower	60%	70%	80%	90%
7. Tomato	60%	70%	80%	90%
8. Potato	60%	70%	80%	90%
9. Mash	60%	70%	80%	90%
10. watermelon	60%	70%	80%	90%
11. Onion	60%	70%	80%	85%
12. carot	60%	70%	80%	85%
13. cucumber	60%	70%	80%	85%
14. hot pepper	60%	65%	70%	75%
15. Nut (nuhat)	60%	65%	70%	75%
16. Cabbage	60%	65%	70%	75%
17. Intensive gardens - walnut	60%	65%	70%	75%
18. Intensive gardens - apple	60%	65%	70%	75%
19. Intensive gardens - Vineyards	60%	65%	70%	80%
20. Intensive Gardens - Pomegranate	60%	65%	70%	75%

Table 2 . Expected Accuracies of AI Operations

* The list of data can be changed by agreement of the Parties

The module should provide reporting on yield within the field, district, region, Republic.

4.2.7. Features of the Mobile Application for the Field Worker

The application must provide the ability to perform the following functions:

- Work under Android 11, 12 and higher;
- Division of users connecting through a mobile application into access groups with the ability to configure rules and access policies;
- Support for two modes of operation:
 - Control mode - to receive data for tracking the land surveyor with reference to the map;
 - The training mode of the artificial intelligence system is to follow the instructions to collect the data of control points.
- Providing support for a VPN connection to the GIS server;
- Providing authentication and authorization of users by entering a login/password pair;
- Provision of instructions loading in the form of text and graphic files from the GIS-system Server;
- Ensuring that the collected data is sent to the GIS server online or in a delayed mode in the absence of a stable Internet connection;
- Providing built-in material quality control by obtaining a configuration file from the GIS Server and loading settings;
- Ensuring uninterrupted operation for 10 consecutive hours without restarting the application;
- Ensuring the storage of data received during the day, for 48 hours;
- Ensuring archiving of data received during the day for at least 7 days with subsequent overwriting;
- Providing logging of all user actions with the application with subsequent sending to the GIS Server upon request from the Server;
- Providing logging of the location of the user's work according to the GPS / GLONASS data of the device with subsequent sending to the GIS Server at the request of the Server.

4.2.8. Crop identification module

- 4.2.8.1.** After determining the "contours of interest" - part of the areas on which work is carried out, the user should be able to parameterize the execution of 2 categories of tasks - determining the area and identifying fields sown with crops that are being worked on project.
- 4.2.8.2.** The module must implement a binary approach to classification. At the same time, the multiclass model must be implemented in variantsof a multiple (iterative) binary classifier.
- 4.2.8.3.** The module must provide the following functions:
- Import of classification data from adjacent modules of the System;
 - Carrying out the classification procedure for at least 2 (two) different algorithms;
 - Formation of training samples for classification, including the results of cluster analysis;
 - Viewing data in samples and random removal of elements from samples;
 - Assessment of the quality of the classifier according to various criteria, including accuracy, completeness, F-measure;
 - Preparation of classification results in GeoTIFF format;
 - Clustering by a given set of points based on the time series of the NDVI index and the spectral characteristics of agricultural crops.
- 4.2.8.4. Identification is performed using trained models using machine learning algorithms (neural network classification models and Random Forest) and includes the following set of procedures:**
- Downloading and processing remote sensing materials (including multispectral data) using various automatic and/or custom algorithms (atmospheric correction, cloud masking, bringing spectral channels to a single resolution, assembling composite images, etc.);

- Creation of a training data set (with a parameterized test sample size);
- Model training;
- Comparison of model indicators;
- Choosing the best model;
- Implementation of the classification procedure for a given area.

The module should classify 20 types of cultivated crops based on the similarity of their spectral characteristics with the generalized culture curve.

For training, the module should use:

- Data on the channels of the multispectral camera;
- Location data;
- Temporary data.

The training data should consist of spectral camera image sets with additional annotations in JSON format.

The module must perform preliminary processing of satellite or terrestrial information by the following actions:

- Merging of spectral channels;
- Creating a mask for all areas on the field vegetation map;
- Cropping images by created masks;
- Reducing the size of images to a single size;
- Removing a background that is not related to the represented class;
- Removal of pixels with an NDVI index value below a certain threshold;
- Calculation of additional indices of vegetation and humidity with their concatenation;
- Averaging pixel data over yearly values;
- Pulling a two-dimensional array of values into a one-dimensional vector;
- Data normalization.

Before training the module, it is necessary to perform data augmentation to eliminate the influence of noise.

The module should be developed using recurrent neural networks, taking into account all three sources of information, namely spatial, spectral and temporal.

To calculate the similarity of the curves, it is necessary to use the root mean square difference. The field with the lowest score is considered the most likely target crop type.

The training dataset should be split into training and validation sets at a ratio of 80% to 20%. Module testing should be carried out on a separate test dataset containing at least 100,000 examples, the content of the test dataset should be agreed with the controller, the accuracy of work should be at least 90%.

Accuracy should be at least as defined in Table 2 depending on the seasons.

During the operation and transfer of skills and training period, if at least one set of agricultural season data is available, the accuracy must be at least 90%.

Due to unforeseen changes, including climate change, soil erosion, and other external exceptional factors that require updating the model, a decrease in accuracy of 20% for no more than 10 crops is acceptable. In this case, the Consultant must provide an explanation of the reasons and provide an action plan on how the Customer will overcome such cases in the future.

Technical requirements for the AI-model of the module:

- Optimization of calculations and scaling. Batch processing and viewing of models is required;
- Calculations can be carried out using graphics accelerators;
- The size of the model is not more than 1 GB.
- Acceptance of work criteria:
 - Control measurements to be carried out on at least 3 controlled fields for each crop with an

area of at least 2 hectares in any of the regions of the country;

- Manual evaluation by traditional methods should be carried out for comparison with the results predicted by the modulus;
- If the accuracy of the results is lower than expected, you need to add 3 additional fields from another region to the comparison.
- Less than expected accuracy is allowed only in case of proven exceptional weather conditions during the growing season.

Module functions:

- – integration of data from the module and into the module
- - identification of crops with the accuracy indicated in Table 3
- - formation of reports on compliance with the crop placement plan of the actually sown crop on an area of at least 1 ha.

Culture type	Accepted Accuracy identification			
	1 season	2 season	3 season	4 season
1. cotton	60%	70%	80%	90%
2. Wheat	60%	70%	80%	90%
3. corn	60%	70%	80%	90%
4. rice	60%	70%	75%	90%
5. Soy	70%	80%	90%	90%
6. Sunflower	60%	70%	80%	90%
7. tomato	60%	70%	80%	90%
8. potato	60%	70%	80%	90%
9. mash	60%	70%	80%	90%
10. watermelon	60%	70%	80%	90%
11. onion	60%	70%	80%	85%
12. carrot	60%	70%	80%	85%
13. cucumber	60%	70%	80%	85%
14. hot pepper	60%	65%	70%	75%
15. Nut (nuhat)	60%	65%	70%	75%
16. Cabbage	60%	65%	70%	75%
17. Intensive gardens - walnut	60%	65%	70%	75%
18. Intensive gardens - apple	60%	65%	70%	75%
19. Intensive gardens - Vineyards	60%	65%	70%	80%

20.	Intensive Gardens - Pomegranate	60%	65%	70%	75%
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Table 3. Accepted AI accuracy

The list of data can be changed by agreement of the Parties.

4.2.9. Module for generating analytical reports

- The system should generate reports - output documents of a given form. Reporting forms will be developed at the project creation stage.
- In addition to the mandatory reporting forms, there must be a plug-in for flexible reporting settings that contains the necessary data, the inclusion / exclusion of which is selected by the user with the ability to present reports in the .doc, .docx, .xls, .xlsx format.

4.3. Types of support requirements

4.3.1. Mathematical support Requirements

The set of mathematical methods of models and algorithms is determined by the developer according to the task set for the system. The specific content of the algorithms executed in the system is determined in the software development process.

The mathematical support of the "System" should ensure the possibility of effective operation of software solutions for specific tasks and should include:

- Standard and developed methods and algorithms for collecting and processing information;
- Algorithms for searching and sorting data.

General requirements for software:

- Using the standard class library;
- Maximum use of standard methods and algorithms;
- The mathematical methods used must take into account the technical capabilities of hardware and software, have minimum values for the solution time and occupied RAM;

- Any form of task description is allowed - formulaic, tabular, block diagram, UML diagram, verbal description, etc.

Algorithms for solving problems, if necessary, may include optimization methods and heuristic procedures for specific problems.

Mathematical models and methods for their solution must ensure the unambiguity and uniqueness of the solution with a given accuracy.

4.3.2. Requirements for Information Support

Data Storage Requirements

All System data must be stored in a structured form under the control of the DBMS.

The composition, structure and ways of organizing data in the system must be determined at the stage of technical design. Information exchange of data in the system should be carried out using the developed communication protocol for data transfer. The level of data storage in the system should be built on the basis of modern DBMS.

Built-in DBMS mechanisms should be used to ensure data integrity. The DBMS tools, as well as the tools of the operating systems used, should provide documentation and logging of the information processed in the system. The database structure must support the encoding of stored and processed information. Access to data should be granted only to authorized users, taking into account their official authority, as well as taking into account the category of information requested.

Requirements for Programming Languages

The high-level languages used in the development should provide a solution to all the tasks of implementing the functions of the level system.

The choice of programming language is carried out by the Consultant independently, based on the tasks assigned to the System. The chosen technology should allow further scaling of the System.

Requirements for Illustrations

All drawings and photos larger than 1 kb (except for page design elements) must be made with alternative text. All drawings must be in gif or jpg or PNG and PDF format.

4.3.3. Requirements for Linguistic Support

4.3.3.1. Requirements for The Use of High-Level Languages

The high-level languages used in the development should provide a solution to all the tasks of implementing the functions of the level system.

4.3.3.2. User Interaction Language Requirements

Interaction with the user should be carried out in Uzbek and Russian.

4.3.4. Software Requirements

The application software must meet the following requirements:

- A high degree of readiness for solving the tasks;
- Compatibility of software products in terms of the hardware used, system software and system-wide infrastructure within the requirements for hardware, as well as their information compatibility within the requirements for information exchange;
- Be accompanied by a set of relevant documents.

The location of the System data storage is determined by the Customer.

The license rights to any software provided under this document specification are wholly owned by the MOA.

The consultant should attach great importance to the fact that the proposed software is an open, modular, scalable, extensible architectural solution that also meets the future needs of the MOA and explains this in detail in its proposal.

The software must be provided open source for code review. The source code should be open and well documented for further vendor independence (only some third-party libraries pre-approved by the MOA can be provided in binary).

4.3.4.1. Operating System

- 4.3.4.1.1. The operating system of all servers used and used within the System must be based on Windows.
- 4.3.4.1.2. All types of license obligations regarding operating systems in the System belong to the MoA.
- 4.3.4.1.3. Additional operating system licensing costs arising from capacity increases required during and after the Project shall be covered by the MoA.

4.3.4.2. Database Management System

- 4.3.4.2.1. The database software must work according to the principles of a relational database.
- 4.3.4.2.2. The database software must be able to store and update spatial data. 4.3.4.2.3. The database software must contain spatial queries (i.e. intersection, inclusion).
- 4.3.4.2.4. The database software should work in a clustered structure when needed and scale when needed.
- 4.3.4.2.5. The system should work with any database connected via Oracle, MS-SQL, PostgreSQL, MS Access or ODBC, and can be installed on an existing database if necessary or purchased separately from the product.
- 4.3.4.2.6. More than one database must work in the System, and different applications must be developed; if necessary, these databases or applications must communicate with each other or work in integration.

4.3.5. Requirements for Technical Support

When creating the infrastructure, it is necessary to take into account the requirements for ensuring information security, the structure of the MoA systems is shown in Figure 3.

All equipment defined below will be supplied by the Customer

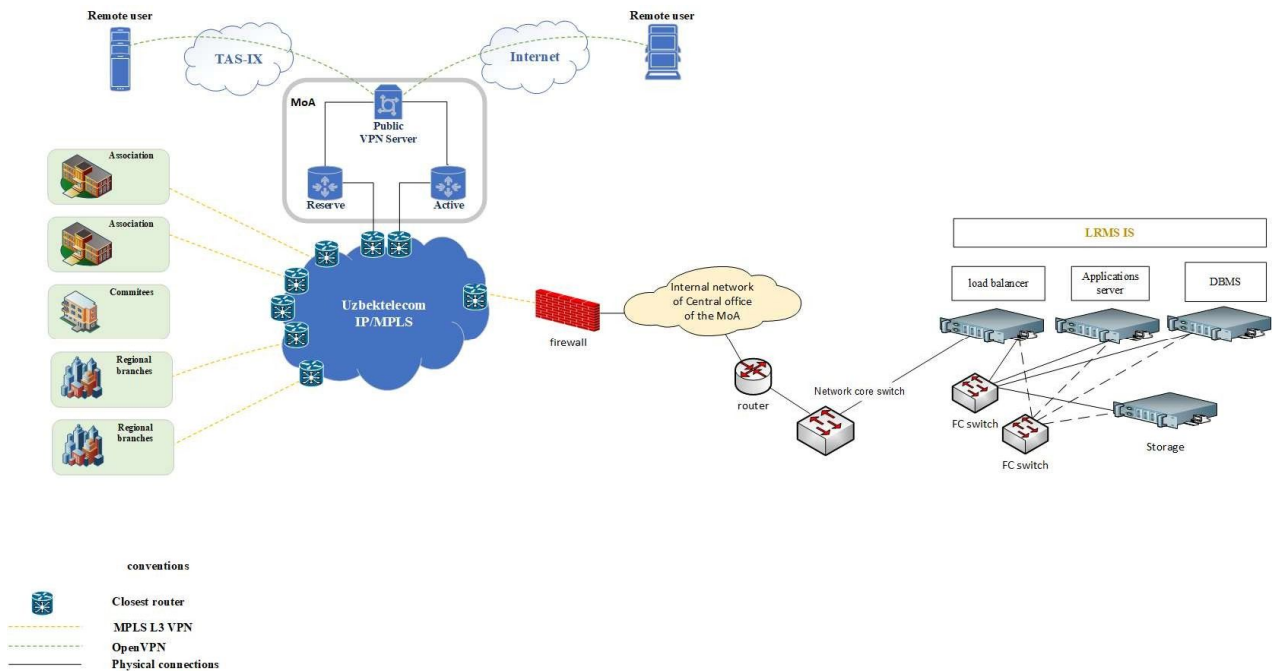


Figure 3. The Structure of the "Land Administration" System

In the context of the republic, the following amount of technical equipment is required:

No	Type of Equipment	Quantity	Reserve
1	Applications server	2	
2	Database server	1	
3	Storage server	1	
4	Load Balancing Server	1	
5	Work station	60	
6	Tablets	1000	
7	UAV	60	

4.3.5.1. Technical Requirements for Application Servers

CPU	At least 2 processors, at least Intel xeon Gold , at least 22 cores per processor, 36 threads, (Intel Technology hyper - threading) per processor, support for VT - x , Vt - d , at least 2.2 GHz .
RAM	RDIMM, 128GB (32xGB), Rx4 DDR4-2400 R, ECC support.
RAID Controller	RAID Controller Smart Array P408i-a SR 2GB (RAID 0, 1, 5, 6, 10, 50, 60) 12G Module + 96W Smart Storage Battery, Management Integrated Lights-Out 5 (iLO 5)
Hard drives	SSD 2x800Gb + Hard drive: HDD 2 x 1.8Tb SAS 12G 10K SFF (2.5in) HotPlug, Small Form Factor
Power supplies	2x900W
Motherboard	Ability to connect two power supplies, two processors, at least sixteen slots for RAM (8 for each processor). Expandable RAM up to 256 GB. Support for hot-swap power supplies.
IPMI controller (or equivalents: LOM , iLO , ALOM , etc.)	Graphical web interface via a standard browser, full remote server power management, monitoring of temperature, voltage, fan speed, power supply status, presence of bus errors, physical security of the system, status of the RAID controller and all disks, virtual monitor.
Form Factor	Embedded 1Gb Ethernet 4-port 331i Adapter, Server Cabinet Rail
Guarantee period	At least 3 years (including hard drives and power supplies)

Note: The specific server configuration must be agreed with the Consultant without fail and can be changed depending on the real load.

4.3.5.2. Technical Requirements for Database Server

CPU	At least 2 processors, at least Intel xeon Gold , at least 8 cores per processor, 36 threads, (Intel Technology hyper - threading) per processor, support for VT - x , Vt - d , at least 2.2 GHz .
RAM	RDIMM, 64GB (32xGB), Rx2 DDR4-2600 R, ECC support .
RAID Controller	10-lane SAS 6G RAID (0,1,1E,10) controller with 0MB cache
Hard drives	SSD 4x960Gb SAS SSD 12G Hot Plug
Power supplies	2 x 600 W power supplies, redundant
Motherboard	Ability to connect two power supplies, two processors, at least twenty- four RAM slots (12 for each processor). Expandable RAM up to 3096 GB. Support for hot-swap power supplies.
Network Adapter	10-Gigabit Ethernet adapters
IPMI Controller (or Equivalents: LOM , iLO , ALOM , etc.)	Graphical web interface via a standard browser, full remote server power management, monitoring of temperature, voltage, fan speed, power supply status, presence of bus errors, physical security of the system, status of the RAID controller and all disks, virtual monitor.
Form Factor	2U
Guarantee period	At least 3 years (including hard drives and power supplies)

4.3.5.3. Technical Requirements for Storage Server

CPU	AL324 64-bit quad-core ARM® Cortex-A57 processor @ 1.7 GHz
RAM	RDIMM, 32GB (32xGB), Rx1 DDR4-2600 R, ECC support .
Functional	Support for various types of hard drives, internal data transfer rate up to 16 Gb / s, SAS 2.0 ports for internal channels.
Frame	Chassis, 2 U
RAID Controller	Dual RAID controller, RAID level 0, 1, 3, 5, 6, 10, 50. Cache memory - 4GB Flash Backed cache (on each controller), Host interface - 8Gb FC - LC. HDD - SAS 9Tb.
Hard drives	HDD 10x8000GB SATA 6G 7200g pm Hot Plug LFF Midline 512e
Power Supplies	650W 1+1 Hot Swap Fault Tolerant PSU
Expandability	At least 200 HDDs in one system with optional expansion shelves
Guarantee Period	At least 3 years (including hard drives and power supplies)

4.3.5.4. Tablet Specifications

Characteristics		
Product appearance		
Type of	Details	Standard Configuration
LCD	Screen size	at least 10.1 inches 16:10
	Permission	screen not less than 800*1280 IPS
	Brightness	at least 400 nits
TP	Touchpad	10 points TP, G + G, hardness 6 H, scratch resistance,
Camera	Front	at least 5.0MP
	Rear	at least 13.0 MP rear, autofocus and flash
speaker	built-in	Built-in waterproof speaker 8 ohm/0.8W x 1
Microphone	built-in	Sensitivity: -42 dB, output impedance 2.2 kΩm
Battery (tablet)	Type of	Built-in lithium polymer battery
	Capacity	at least 3.7V/8000mAh
	Endurance	at least almost 9 hours (50% volume sounds, 50% brightness, default 1080P HD video display)
System hardware configuration		
Type of	Details	Description
CPU	Type of	at least a Qualcomm Snapdragon 625 with an octa-core MSM 8953 processor;
	Speed	at least 2.0 GHz
GPU	Type of	at least Adreno 506 1920×1200 @ 60 fps
RAM	Memory	at least 4 GB
ROM	Storage	at least 64 GB
Indicator	Built-in	Charge indicator, red light will flash when the device is running out of power. Red long light when charging, green long light when full power
L-sensor	Built-in	Light sensor * 1
Compass	Built-in	Compass sensor * 1
Gyro sensor	Built-in	Gyro Sensor*1

G_sensor	Built-in	G_sensor *1
NFC	Built-in	13.56MHz NFC supports SO / IEC 14443A/ 14443B / 15693 /18092/ mifare protocol, card reading distance: 3cm~5cm
Internet connections		
Type of	Details	Description
WIFI	WIFI module	WIFI 802.11 b/g/n/a/ac frequency 2.4G+5G dual band WIFI
Bluetooth	Built-in	not lower than BT4.1(BLE)
2G/3G/4G	Built-in	CMCC 4M: LTE B1, B3, B5, B7, B8, B20, B38, B39, B40, B41 WCDMA 1/2/5/8 GSM 2/3/5/8
GPS	Built-in	support: GPS + Glonass ; capture sensitivity: -140 dBm; Cold start time: <50s, hot start time: <5s, GPS frequency 1575.42 MHz, GLONASS frequency: 1602 MHz
I/O ports		
Type of	Details	Description
Memory card	External Storage Expansion	support TF x1 pcs, max: 128g
SIM card	SIM card	x1
USB port	External Storage Expansion and Data Sharing	at least standard USB 3.0x1, type C x1 (data and communication)
Headphone jack	Audio output	φ 3.5mm standard headphone jack x1
DC connector	Power	DC 5V 3A φ 3.5mm DC jack x1
HDMI port	Video, audio output	HDMI 1.4a Type C x1
Extension interface	Pogo Pin	12-pin Pogo Pin x1
Standard accessories		
Type of	Details	Description
OTG cable	OTG cable	OTG type-c cable
Type C cable	Type-c cable	type-c cable
Adapter	Standard	AC 100V ~ 240V , 50Hz / 60Hz Output DC 5V / 3A European standard with CE certificate

Software Configuration		
Type of	Details	Description
Operating systems	Operating System Version	at least android 10
Product Certificate		
Type of	Details	Description
Certificate System	IP65	<p>not less than IP 65 Report: Water resistance: IP - X 5, Dust resistance: IP -6 X Report identification number: SET 2015-07677</p> <p>a. Nozzle inner diameter: 6.3mm; b. water speed: 12.5±0.625 l/min; in. Water pressure: adjustment depending on the volume of water; d. The central part of the watervolume e. Spray time on the panel surface: about 1 minute; f. test time: at least 3 minutes; g. Distance between nozzle and panel surface: 2.5 ~ 3m.</p> <p>After the test, there is no water leakage in the sample.</p>
	CE NB	Y
	MIL-STD-810G	Y
Reliability		
Type of	Details	Description
Reliability	Drop Height	MIL-STD-810G 1.22 m drop
	Working temperature	'-10°C to 50°C
	Storage temperature	-20°C to 60°C
	Humidity	Humidity: 95% non-condensing

Functions:

- Support Android 10 system, standard USB port
- Support charging dock
- NXP NFC support (13.56M)
- GPS navigation support
- Support 1 D barcode scanner / 2 Dbarcode scanner
- Rugged IP65 protection class
- Supportive hand/shoulder/back strap
- IMEI code of the tablet must be registered in the UZIMEI registration system. UZ in accordance with RCM No. 778 and have the appropriate confirmation of registration. Additionally – industrial anti-vandal housing for field work;
- The IMEI code of the tablet must be registered in the UZIMEI registration system. UZ in accordance with
- RCM No. 778 and have an appropriate confirmation of registration;
- Warranty - 1 year.

4.3.5.5. Technical Requirements for Workstations

Type of Equipment	Workstation of "System" users
CPU	Intel processor xeon Gold (at least 3.3 GHz, 8 cores)
RAM	192 GB (6x 32 GB) DDR4 ECC 2933 MHz memory
Monitor	27" or larger / 1920x1080 resolution / 16:9 aspectratio (widescreen) / Standard F HD 1080p or higher / Panel type VA, 144Hz / Static contrast ratio 3000Suzhou 1 / Response time 1ms.
Display Options	Dot spacing 0.311mm / Brightness 350cd / Viewing angle 178° / Display color 16.7M colors / Color gamut NTSC: 83% / Refresh rate 144Hz.
Technical Capability	connection of at least 2 monitors / Base Front IO 4x USB 3.0 Type-A / Windows 10 Professional 64- bit / Download the operating system to an M.2 disk 1.
Disk Drive	2 x 784 GB NVMe M.2 Solid State Drive/ 2 x 10 TB7200 rpm SATA 3.5" HDD/ Slim DVD Writer.
Video Card	2 x RTX A4000 16GB
Net	Gigabit 10/100/1000 Mbps
Power Supply	From UPS 10 00Wt
Equipment	USB keyboard, USB optical mouse
Type of Equipment	office printer
PC Connection Interface	USB

4.3.5.6. Technical Requirements for UAV

Main parameters:

- Type - VTOL (vertical takeoff and landing)
- Wingspan up to 235 cm.
- Length up to 90 cm.
- Wing area up to 90 sq. dm.
- The weight of an empty drone is up to 5 kg.
- The weight of an empty drone with a battery is up to 5 kg.
- Maximum takeoff weight up to 6.2 kg.
- Load capacity up to 3 kg.
- The flight altitude is not more than 4000 m.
- Working temperature - from 0°C to + 45°C
- Data and control frequency from 2400 to 2483.5 MHz
- Minimum coverage area: 1200 ha at 3 cm/pixels
- Drive: Electric
- Separate flight system for hovering and fixed wing flight.
- Supported flight modes: fully autonomous, manual control, point of interest
- Real-time video transmission to ground control tower
- Handheld built-in touch screen controller
- Minimum video and control range without mobile network: 30 km line of sight
- Redundant video and control channel via mobile network (secure VPN)Flight

Characteristics Without Payload:

- Cruising speed not less than 15 m/sec.
- The maximum speed is not more than 28 m/sec.
- Flight time is at least 120 minutes.
- The flight range is not less than 30 km.

Equipment:

- Mount for optical camera.

- Mount for multispectral camera.
- FPV nose camera
- LiPro batteries 2 pcs.

Camera:

- Weight: no more than 370 g.
- Dimensions: no more than 9 cm x 7 cm x 7 cm
- Spectral bands: at least 5 bands 12–58 nm wide.
- Wavelength (nm): blue (center 475 nm, bandwidth 32 nm), Green (center 560 nm, bandwidth 27 nm), red (center 668 nm, bandwidth 14 nm), red edge (center 717 nm, bandwidth 12 nm), Near IR range (842 nm in the center, bandwidth 57 nm).
- RGB output of at least 5.1 MP (global shutter aligned across all bands).
- Sensor resolution of at least 1456 x 1088 (spectral range 1.6 MP)
- 2464 x 2056 (5.1 MP panchromatic range).
- Ground Distance (GSD): 7.7 cm per pixel (spectral) at 120 m above ground level; 3.98 cm per pixel (panchromatic) at 120 m above ground level.
- Capture speed of at least 3 images per second in raw DNG format.
- Interfaces USB 2.0 port for WiFi Serial. 10/100/1000 Ethernet CF Express storage.
- Field of view: 50° HFOV x 38° VFOV (spectral channel); 44° HFOV x 38° VFOV (panchromatic)
- memory card at least 128 GB.
- Ground station for design and flight control.
- Charger 1 pc.
- Case for transporting the drone and ground station. Spare

Parts:

- LiPro batteries 2 pcs.
- Motors (motors) 1 set
- Propellers 1 set.

4.3.6. Requirements for Metrological Support

There are no requirements for metrological compatibility of the system hardware.

4.3.7. Requirements for organizational support

By the Customer's forces, in time before the start of the installation work, the premises at the automation facilities must be prepared for the placement of the System in accordance with the requirements and operating conditions.

In connection with the need to ensure the continuity of the operation of the System, a group of administrators should be created or contracted to provide round-the-clock technical support for the operation of the System's hardware and software infrastructure.

The main functions of this group are:

- Ensuring the implementation of preventive and repair work on the equipment of the system;
- Administration of software products installed as part of the implementation of the IP project;
- Filling the system with an information resource;
- Participation in the preparation of proposals for improving the operation of the system during trial operation.

To reduce the likelihood of erroneous actions during the operation of the System, maintenance personnel must regularly undergo certification activities, including testing knowledge during emergency situations.

The customer must determine the officials responsible for:

- Processing of information by the “Land Resources Administration” of the Ministry of Agriculture;
- Administration of the “Land Resources Administration” of the Ministry of Agriculture;
- Ensuring the security of information of the “Land Resources Administration” of the Ministry of Agriculture;

- Managing the work of personnel for servicing the “Land Resources Administration” of the Ministry of Agriculture.

Employees with personal computer skills, familiar with the operating rules and trained in working with the Land Resources Administration of the Ministry of Agriculture should be allowed to work with the System.

4.3.8. Requirements for methodological support

Work on the creation of the technical project of the "Systems" must be carried out in accordance with regulatory legal acts and state standards in the field of information technology:

- O'z DSt 1985:2018 Information technology. Types, completeness and designation of documents when creating automated systems;
- O'z DSt 1986:2018 Information technology. Information Systems. Stages of creation;
- O'z DSt 1987:2018 Information technology. Information Systems. Terms of reference for the creation of an information system;
- O'z DSt ISO/IEC 27001:2016 Information technology. Security methods. Information security management systems;
- During the functioning of the "MACOΦA-EP" of the Ministry of Agriculture, the following technological standards should be ensured:
- integrated information exchange according to XML, JSON standards;
- Secure communication channels and/or secure data using VPN technology.

5. COMPOSITION AND CONTENT OF WORK ON THE IMPLEMENTATION OF THE "SYSTEM"

The composition and content of work on the creation of the "System" must comply with the requirements of O'zDSt 1986:2018 Information Technology. Information Systems. Stages of creation, O'zDSt 1985:2018 Information systems. Types, completeness and designation of documents when creating information systems, other regulatory documents for the creation of automated and information systems. Each stage of work on the creation of the "System" must be completed by providing the Customer with a set of relevant documentation in electronic and paper form.

The content of work and reporting documentation, other developed documents must comply with the requirements of a set of standards for automated systems and the requirements of this Terms of Reference.

The implementation process of the "System" is a set of time-ordered, interconnected, united in stages and stages of work, the implementation of which is necessary and sufficient to create a system that meets the specified requirements.

The total duration of the Project is 48 months. Schedule details are provided in Table 4.

No	Name and Content of Works	Deadlines		Consultant (organization, enterprise)	How does The Stage End
		Start	End		
1.	Conducting process analysis and development of the Technical Design	1-month	3-month	Executor	Approval of the Technical Design
2.	Development of module for the analysis of agro- climatic conditions	4-month	5-month	Executor	Testing and checking the functionality of modules

3.	Development of electronic field map module	4-month	9-month	Executor	Testing and checking the functionality of modules
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4.	Development of crop monitoring module	4-month	15-month	Executor	Testing and checking the functionality of modules
5.	Development of module for loading processed data from UAVs	4-month	9-month	Executor	Testing and checking the functionality of modules
6.	Development of a mobile application for a field worker	4-month	7-month	Executor	Application testing and validation
7.	Development of a module for assessing and forecasting yields	4-month	42-month	Executor	Testing and checking the functionality of modules
8.	Development of crop classification module	4-month	42-month	Executor	Testing and checking the functionality of modules
9.	Testing modules in a complex, troubleshooting and installation	43-month	44-month	Executor	Commissioning of the software solution
10.	Trainings	44-month	45-month	Executor	Commissioning of the software solution
11.	Acceptance tests	46-month	47-month	Executor Customer	Acceptance test report
12.	Putting system into commercial operation in the country.	48-month	48-month	Executor Customer	The act of acceptance of work.
13.	Maintenance of "System" (Operation and transfer of skills and training period)	According to the agreement concluded between the "Customer" and the "Consultant"		Executor	Technical support and elimination of deficiencies identified during the operation of the System

Table 4. System development timeline

No	Name and Content of Works	Deadlines	Consultant (organization, enterprise) performing work during the development of the System	Consultant (organization, enterprise) performing work after the development of the System
		start		
1.	Downloading images from spacecraft (satellites)	4-months	Executor	Automatic
2.	UAV data download	4- months	Executor	O'zdavyerloyiha
3.	Loading agrometeorological data	4- months	Executor	Automatic
4.	Loading soil data	4- months	Executor	In Agreement with Customer
5.	Loading data from the fieldworker app (ground data)	4- months	Executor	Automatic

Table 5. Data upload schedule for system development

6. THE PROCEDURE FOR CONTROL AND ACCEPTANCE OF "SYSTEM"

Upon completion of the work, the consultant, together with the representatives of the Customer, conducts test tests of the System, based on the results of which a bilateral act is drawn up.

6.1. General Information about The Procedure for Control and Acceptance of IS

Commissioning and acceptance of IS will be carried out by a special Commission. The composition of the Commission will be determined by the Customer.

To accept the System, the commission will form and conduct a test of the System. Acceptance tests are carried out to determine the compliance of the System with this ToR. The System will be tested at the Customer's site.

Based on the results, test protocols will be drawn up indicating the comments and the deadlines for their elimination.

Additional requirements of the Customer that have arisen in the process of testing and trial operation, which are not provided for in this ToR, will not be the basis for a negative assessment and can be satisfied under an additional agreement within the agreed time frame.

6.2. Types, Composition, Scope and Test Methods of the System and Its Components

At the first stage, the System must be checked in accordance with the program and methodology for preliminary testing of a prototype developed by the Consultant and approved by the Customer.

At the stage of pilot operation of a prototype, an assessment of the completeness of the adopted design decisions should be made, and requirements for finalizing the system to a typical replicable solution can be formulated.

After completion of the modifications in accordance with the addition to the TOR, a program and methodology for acceptance tests should be developed.

6.3. General Requirements for the Acceptance of Work by Stages. The Procedure for Coordination and Approval of Acceptance Documentation

Acceptance of work is carried out by the Customer upon completion of each stage within the timeframe specified in Section 5 of this ToR.

The conclusion about the possibility of putting the modified system into operation (commercial operation) is made based on the results:

- Execution of a control example (scenario), the algorithm of which is agreed and approved in advance;
- Successful completion of the trial operation of the modified system within one month.

When conducting preliminary or acceptance tests, a protocol must be drawn up, signed by the Customer and the Consultant.

Before carrying out acceptance tests, the Consultant is obliged to present the following documents to the commission:

- Terms of reference for the creation of a prototype system;
- Program and methodology for preliminary testing of a prototype, protocol for preliminary testing;
- Addition to the ToR for improvements based on the results of trial operation to create a scalable standard product;
- Operational documentation (according to the agreed list);
- Act of acceptance of the modified system and its commissioning.

The date of putting the System (its elements) into operation is the date of signing the act on putting the system into commercial operation as a scalable standard replicable product.

7. REQUIREMENTS FOR THE COMPOSITION AND CONTENT OF WORK TOPREPARE THE "SYSTEM" FOR OPERATION

7.1. Data collection and analysis

During the execution of the project the following data in digital format will be requested from the data providing organizations in order to be used in the operations of the System. The MoA shall provide the list of data producer organizations and request the mentioned data officially from them while providing the necessary authorization to Consultant for receipt.

The Consultant is expected to receive the data in digital format from listed organizations, analyze it and provide research about the received data.

The data that will be received from producer organization is as listed below:

On a nationwide scale in Uzbekistan:

- Different types of seeded crops and their technical characteristics;
- Crop allocation;
- Agrochemical cartograms with laboratory test interpretation;
- General soil maps;
- Soil-drainage maps;
- Soil-ecological maps;
- Soil erosion maps;
- Soil gradation (balbonitet) maps;
- Geometry of the contours of the fields (to identify classification).

The research shall be conducted by checking the availability of following conditions:

- Historical data dated back five years for crop allocation plans and yields;

- Unless the TOR specifies a different scale, the map's scale is not less than 1:10,000;
- Soil data will be collected at the MOA, as well as its scientific and industrial sections.

The research must include the following information and actions for the mentioned types of received data if provided by the producer organization:

For Seeded Crops and Their Technical Characteristics

- Biologic, industrial, and official names;
- Agrotechnological measures used;
- Seeding and harvesting dates, agrotechnical measure schedule;
- Stated (normative) and actual yield.

Crop Allocation Plan:

- Joining the tabular crop allocation plans with contour geometries by using the contour identification numbers if provided;

For Agrochemical Cartograms with Laboratory Test Interpretation:

- Generation of 1:10,000 scale digital maps indicating each point of laboratory measurements (if provided in a digital spatial format together with laboratory results) and utilizing interpolation algorithms for each pixel;

For General Soil Maps:

- Cartographic base and contours of soil-taxonomic units plotted on it (if provided in a digital spatial format together with measurements), in the context of each taxonomic unit of soil characteristics - types (for example: podzolic, chernozem, gray forest, brown, etc.) and subtypes of soils (for example: soil type-podzolic, subtypes of this soil - typical, sod-podzolic, etc.)

For Soil-Drainage Maps:

- Salt concentrations or their inherent ability to filter natural water supplies and precipitation (if provided in a digital spatial format);

For Soil-Ecological Maps:

- The presentation of trace elements, pesticides, and other contaminants in both their gross and mobile forms (if provided in a digital spatial format);

For Soil Erosion Maps:

- Maps include information on soil deflation or erosion, as well as the soil's susceptibility to damaging processes (if provided in a digital spatial format);

For Balbonitet (soil graduation) Maps:

- Compiling a comprehensive list of indicators that influence soil quality formation (if provided in a digital spatial format);

For Field Contour Geometry:

- Identifying a typical classification, as well as the size and shape of the contours, in the context of each territorial unit of the country's administrative division if provided by the producer organization in a digital spatial format.
1. Based on the research results, the Consultant shall obtain confirmation from the producer organizations on the MOA's approved list if all applicable information has been delivered.
 2. The Consultant shall process the data obtained and establish the most optimal digitalization methods for converting the provided data into a digital soil map, to be loaded to the relevant applicable modules of the current Project, based on the results of the research. Processing of the data is assumed as filtering, formatting and making the data proper to be installed into the System. Therefore, processing of the data does not include any vectorization or digitalization activity in order to make the data ready to be used in the System. If such activities are necessary, The MoA is responsible for vectorization and digitalization processes according to the optimal methods described by the Consultant in research report.

3. During the project's implementation, the Consultant will also make recommendations for structuring the acquisition and uploading of new data on the above types of data to the relevant electronic databases.
4. The Consultant is responsible from the preparation of the research report and import the provided data if it is provided in a digital spatial format. If the data is not received completely or particularly, the Consultant shall mention absence and consequences of not receiving this data in the research report. The Consultant is not liable for the completeness and correctness of the received data. Any absence of mentioned data will not be assumed as a violation of this ToR.

7.2. Instruction (Trainings)

During the period of putting the System into operation, the Consultant is obliged to prepare operating instructions and instruct the Customer's employees to work in the System.

The briefing will be held for the Customer's employees with a break from the main work for the duration of the briefing. Number of instructed: no more than 20 people per module.

The instruction of additional employees of the Customer is carried out under additional agreements.

In preparation for the commissioning of the "MACOΦA-EP", the Customer must ensure the following works:

- Determine the unit and responsible officials responsible for the implementation and conduct of trial operation;
- Ensure the presence of users at the training for working with the "MACOΦA-EP" conducted by the Consultant;
- Ensure that the premises and workplaces of users comply with the requirements set forth in this Terms of Reference;
- Ensure that the requirements for the hardware on which the system software is to be deployed are met;
- To conduct trial operation of the System.

7.3. Operation Support

Operation obligations consist in the provision of technical support carried out by the Consultant within 1 year from the date of completion of the creation and commissioning of the "System".

The procedure for providing technical support is specified in the Contract concluded between the parties for the implementation of the "System".

During the operation period of service, the Consultant is obliged to answer the questions of the Customer's employees who have been trained, if the answers to these questions are not in the accompanying documentation.

Operation service includes:

- Correction of errors that occurred during the operation of the System, within the framework of the developed functionality approved by this ToR;
- Consultations of the Customer's technical specialists on setting up the System, on issues not covered in the technical documentation provided for the current project;
- Consultations of users on the issues of work in the System, if the answers to these questions are not available in the developed and provided documentation on the current issue.

Operation service does not include:

- Performance of work to improve the functionality of the system not provided for by this ToR;
- Development of new reporting forms not provided for by this ToR;
- Technical support of the equipment on which the System is installed and operates.

The speed of response to the Customer's requests for technical support of the System should not exceed 48 working hours from the moment the request is received by e-mail of the Consultant and confirmation of its receipt by phone.

The speed of response to the Customer's requests in the event of an emergency with the System should not exceed 8 working hours from the moment of the Customer's phone call and provided that the Customer provides all the necessary conditions for solving the problem. At the same time, within one working hour, the Consultant must accept the Application for execution. The terms for resolving the issue on the System are determined based on the complexity of the problem, and are agreed jointly by the Customer and the Consultant.

Consulting support of the Customer's responsible specialist for working with the System is provided by e-mail and telephone.

All additional requirements for functionality, database architecture, design, training of new users, and other issues not covered by the current ToR are implemented under additional Agreements.

8. DOCUMENTATION REQUIREMENTS

The list of technical and detailed design documents must comply with the nomenclature given in O'z DSt 1985:2018 Information Technology.

The main operational documentation necessary for the daily work of maintenance personnel (user and system administrator manuals) must be presented in paper and electronic form.

9. REQUIREMENTS FOR CONSULTANT'S TEAM

CONSISTENCY, QUALIFICATION AND EXPERIENCE

The Consultant's team shall consist of sufficiently qualified and experienced workers, for proper execution of the task. In order to ensure timely completion of work and efficient use of financial resources, the Consultant shall ensure the permanent presence of its key personnel and all necessary assets. To perform the above tasks, the Consultant's team should consist of the following personnel:

Specialist type	Type	Q-ty	Total contribution per person-month
K-1 General Project Manager	International	1	48
K-2.1 Machine Learning Team Leader	International	1	48
K-2.2 Machine Learning Team Leader	International	1	48
K-3 Lead Machine Learning Developer	International	1	48
K-4.1. - Head of remote sensing department	International	1	45
K-4.2. Senior Geospatial Data Specialist	International	1	90
K-4.3. Senior Geospatial Data Specialist	International	1	90
K-5.1 Senior Researcher for International Remote Sensing Data	International	1	90
K-5.2 Senior Researcher for International Remote Sensing Data	International	1	90
K-6. Lead Developer	International	1	45

Subsummary :		10	417
KL1- Agronomist	International	5	175
KL2- Remote Sensing Data Explorer	International	5	175
KL3- System Analyst	Local	2	90
KL4- Financial Specialist	Local	1	9
Subsummary :		13	866
Database builder IT specialist			
	Local	100	1500
support staff	Local	3	54
Subsummary :		103	1554
Total:		126	2837

* This number of person-months in the table is a minimum requirement.

K1- General project manager (48 person-months)

Qualification and work experience requirements: The general project manager (PM) must have at least master's degree. Also, the candidate must have at least 7 years of general experience in the field of geoinformation technologies. Experience as an international expert in projects funded by international investors is preferred. The candidate must have strong leadership and team building skills. The candidate must have excellent project management and communication skills, with at least 5 years of project management experience. The potential candidate must have oral and written communication skills in English.

K2.1- Machine Learning Team Leader (48 person-months)

Qualification and work experience requirements: Machine learning team leader must have at least Master's degree and at least 7 years of general experience in IT sector - machine learning research, algorithm research, deep learning models, big data research.

At the same time, the consultant must have a clear understanding of GIS system with at least 3 years experience in this area. Experience as an international expert in projects funded by international investors is preferred. The candidate must have project management and communication skills, project management experience of at least 5 years. The potential candidate must have oral and written communication skills in English.

K2.2- Machine Learning Team Leader (48 person-months)

Qualification and work experience requirements: Machine learning team leader must have at least Master's degree and at least 7 years of general experience in IT sector - machine learning research, algorithm research, deep learning models, big data research.

At the same time, the consultant must have a clear understanding of GIS system with at least 3 years experience in this area. Experience as an international expert in projects funded by international investors is preferred. The candidate must have project management and communication skills, project management experience of at least 5 years. The potential candidate must have oral and written communication skills in English.

K3- Lead Machine Learning Developer (48 person-months)

Qualification and work experience requirements: The lead developer must have at least master's degree. The candidate should have at least 7 years of general experience in NDVI curve reconstruction, crop recognition model, NDVI prediction model, detection and decontamination of clouds and shadows in satellite images, and implementation of deep learning methods. Experience as an international expert in projects funded by international investors is preferred. The candidate must have project management and communication skills, project management experience at least 5 years. The potential candidate must have oral and written communication skills in English.

K4.1- Head of remote sensing department (45 person-months)

Qualification and work experience requirements: head of the department must have at least master's degree in cartography. The candidate must also have at least 10 years of general experience in modeling and integrating distributed geospatial data. Experience as an international expert in projects funded by international investors is preferred. The candidate must have project management and communication skills, experience in project management in the field of land administration for at least 7 years.

Published patents and scientific articles are welcome.

K4.2- Senior Geospatial Data Specialist (90 person-months)

Qualification and work experience requirements: The Senior Geospatial Data Specialist must have at least Master's Degree in Geospatial Information Technology. Also, the candidate should have at least 10 years of general experience in the field of earth remote sensing image processing. Also, the specialist must have experience in cloud data processing and have experience in object -oriented programming.

Experience as an international expert in projects funded by international investors is preferred. The candidate must have project management and communication skills, experience in project management in the field of land administration for at least 7 years.

Published patents and scientific articles are welcome.

K4.3- Senior Geospatial Data Specialist (90 person-months)

Qualification and work experience requirements: The Senior Geospatial Data Specialist must have at least Master's Degree in Geospatial Information Technology. Also, the candidate should have at least 10 years of general experience in the field of earth remote sensing image processing. Also, the specialist must have experience in cloud data processing and have experience in object -oriented programming.

Experience as an international expert in projects funded by international investors is preferred. The candidate must have project management and communication skills, experience in project management in the field of land administration for at least 7 years.

Published patents and scientific articles are welcome.

K5.1- Senior Researcher for Remote Sensing Data (90 person-months)

Qualification and work experience requirements: The Senior Remote Sensing Data must have at least Master's degree in Geography. Also, the consultant must have at least 15 years of general experience in the field of building agricultural information systems. At the same time, the consultant should have a clear understanding of remote sensing system with at least 10 years of experience in this field. Experience as an international expert in projects funded by international investors is preferred. The candidate must have project management and communication skills and at least 10 years of experience as a key remote

K5.2- Senior Researcher for Remote Sensing Data (90 person-months)

Qualification and work experience requirements: The Senior Remote Sensing Data must have at least Master's degree in Geography. Also, the consultant must have at least 15 years of general experience in the field of building agricultural information systems. At the same time, the consultant should have a clear understanding of remote sensing system with at least 10 years of experience in this field. Experience as an international expert in projects funded by international investors is preferred. The candidate must have project management and communication skills and at least 10 years of experience as a key remote

sensing consultant. The potential candidate must have oral and written communication skills in English.

K6- Lead Developer (48 person-months)

Qualification and work experience requirements: The lead developer must have at least master's degree. Candidate must have at least 8 years of general experience in disease prediction, server gateway refactoring and data analysis. Experience as an international expert in projects funded by international investors is preferred. The potential candidate must have oral and written communication skills in English.

LUMP-SUM FORM OF CONTRACT

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

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CONTRACT FOR CONSULTANT’S SERVICES

Lump-Sum

Project Name: Agricultural Modernization Project

Credit No. 6549-UZ

Assignment Title: Selection of a company to develop an Integrated Land Management information system using modern technologies for the Ministry of Agriculture

Contract No. AMP/C3/QCBS/04

between

International Center for Strategic Development and Research in the Field of Food and Agriculture under the Ministry of Agriculture

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, International Center for Strategic Development and Research in the Field of Food and Agriculture under the Ministry of Agriculture (ISCAD) (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (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;
- (c) the Client has received a credit from the *International Development Association (IDA)* : toward the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the financing agreement, including prohibitions of withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the financing agreement or have any claim to the credit proceeds;

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 (including Attachment 1 “Fraud and Corruption”);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

Appendix E: Code of Conduct for Experts

Appendix F: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

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, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E; and Appendix F. 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 International Center for Strategic Development and Research in the Field of Food and Agriculture under the Ministry of Agriculture

Director, A.Shukurov

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

2. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
 - (a) **“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 **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - (b) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (c) **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
 - (d) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (e) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
 - (f) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (g) **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (h) **“Day”** means a working day unless indicated otherwise.
 - (i) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (j) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (k) **“Foreign Currency”** means any currency other than the

currency of the Client's country.

- (l) **"GCC"** means these General Conditions of Contract.
- (m) **"Government"** means the government of the Client's country.
- (n) **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) **"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.
- (p) **"Local Currency"** means the currency of the Client's country.
- (q) **"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.
- (r) **"Party"** means the Client or the Consultant, as the case may be, and **"Parties"** means both of them.
- (s) **"SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) **"Services"** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) **"Sexual Exploitation and Abuse" "(SEA)"** means the following:

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

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

or physical conduct of a sexual nature by the Experts with other Experts or Client's Personnel.

- (w) **"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.
- (x) **"Third Party"** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

3. Relationship between the Parties

4. 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 Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

5. Law Governing Contract

6. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

7. Language

8. 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.

9. Headings

10. The headings shall not limit, alter or affect the meaning of this Contract.

11. Communications

12. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
13. 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.

14. Location

15. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

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| 16. Authority of Member in Charge | 17. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| 18. Authorized Representatives | 19. 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. |
| 20. Fraud and Corruption | 21. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC. |
| a. Commissions and Fees | 22. The Client requires 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. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank. |

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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| 23. Effectiveness of Contract | 24. 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. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| 25. Termination of Contract for Failure to Become Effective | 26. 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. |
| 27. Commencement | 28. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of |

of Services	days after the Effective Date specified in the SCC.
29. Expiration of Contract	30. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
31. Entire Agreement	32. 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.
33. Modifications or Variations	<p>34. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>35. In cases of substantial modifications or variations, the prior written consent of the Bank is required.</p>
36. Force Majeure	
a. Definition	<p>37. 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, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>38. 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.</p> <p>39. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
b. No Breach of Contract	40. 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

41. 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.
42. 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) calendar 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.
43. 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.
44. 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:
 - (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) 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.
45. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49 & 50.

46. Suspension

47. The Client may, by written notice of suspension to the Consultant, suspend part or 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) calendar days after receipt by the Consultant of such notice of suspension.

48. Termination

49. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) 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 GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members 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;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;
- (d) 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) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

- b. By the Consultant**
- 19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar 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.
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
 - (b) 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) calendar days.
 - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
 - (d) 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**
- 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, 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 GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services**
- 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, 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, respectively, by Clauses GCC 27 or GCC 28.

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| <p>e. Payment upon Termination</p> | <p>19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> (a) payment for Services satisfactorily performed prior to the effective date of termination; and (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts. |
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C. OBLIGATIONS OF THE CONSULTANT

50. General

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| <p>a. Standard of Performance</p> | <p>51. 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 equipment, machinery, materials and 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.</p> <p>52. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p>53. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client's approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix F- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.</p> |
| <p>b. Law Applicable to Services</p> | <p>54. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-</p> |

consultants, comply with the Applicable Law.

55. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

56. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

57. Conflict of Interest

58. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 43 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-

- in Certain Activities** consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as 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.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and 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.
- 59. Confidentiality** 60. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 61. Liability of the Consultant** 62. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 63. Insurance to be taken out by the Consultant** 64. 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 GCC 13.
- 65. Accounting, Inspection and** 66. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and

Auditing

systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

67. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**68. Reporting
Obligations**

69. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**70. Proprietary Rights
of the Client in
Reports and
Records**

71. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
72. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future

use of these documents and software, if any, shall be specified in the **SCC**.

**73. Equipment,
Vehicles and
Materials**

74. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

75. Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

76. Code of Conduct

77. The Consultant shall have a Code of Conduct for the Experts.

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

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

The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided. The posted Code of Conduct shall be provided in languages comprehensible to the Experts and the Client's Personnel.

78. Forced Labor

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

No persons shall be employed or engaged who have been

subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

80. Child Labor

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

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

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

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

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

82. Non-Discrimination and

83. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal

Equal Opportunity

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

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).

84. Training of Experts

85. The Consultant shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.

The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**86. Description of Key Experts**

87. 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**.

88. Replacement of Key Experts

89. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

90. 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.

91. Removal of Experts or Sub-consultants

92. If the Client finds that any of the Experts or Sub-consultant:
- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;
 - (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
 - (e) undertakes behaviour which breaches the Code of Conduct;
- the Consultant shall, at the Client's written request, provide a replacement.
93. In the event that any of Key Experts, Non-Key Experts or Sub-consultants 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.
94. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
95. Subject to the requirements in Sub-Clause 36.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.
96. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT**97. Assistance and Exemptions**

98. Unless otherwise specified in the SCC, the Client shall use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable

the Consultant to perform the Services.

- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) 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.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

99. Access to Project Site

100. 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 and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

- 101. Change in the Applicable Law Related to Taxes and Duties**
- 102.If, after the date of this Contract, there is any change in the applicable law in the Client's country 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 GCC 39.1
- 103. Services, Facilities and Property of the Client**
- 104.The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
- 105. Counterpart Personnel**
- 106.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**.
- 107.Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- 108. Payment Obligation**
- 109.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 GCC F below.

F. PAYMENTS TO THE CONSULTANT

- 110. Contract Price**
- 111.The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
- 112.Any change to the Contract price specified in Clause GCC 43.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in

Appendix A.**113. Taxes and Duties**

114. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

115. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

116. Currency of Payment

117. Any payment under this Contract shall be made in the currency (ies) of the Contract.

118. Mode of Billing and Payment

119. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 43.1.

120. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

46.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) 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 payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

46.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) 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 sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.3 The Final Payment. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by

the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report 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. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

46.2.5 With the exception of the final payment under 46.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

**121. Interest on
Delayed Payments**

122. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.2.2, 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 annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

123. Good Faith

124. 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

**125. Amicable
Settlement**

126. The Parties shall seek to resolve any dispute amicably by mutual consultation.

127. 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 GCC 50.1 shall apply.

128. Dispute

129. Any dispute between the Parties arising under or related to

Resolution

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.

II. General Conditions

Attachment 1

Fraud and Corruption

(Text in this Attachment shall not be modified)

1. Purpose

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

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
- 2.2 To this end, the Bank:
- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

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

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

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

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

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Uzbekistan.
4.1	The language is English
6.1 and 6.2	<p>The addresses are:</p> <p>Client : <i>Ministry of Agriculture of the Republic of Uzbekistan / International Center for Strategic Development and Research in the Field of Food and Agriculture under the Ministry of Agriculture (ISCAD)</i></p> <p>Attention : <i>Alisher Shukurov, Director</i></p> <p>Facsimile : _____</p> <p>E-mail (where permitted): <i>amp.agro@rra.uz</i></p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state "N/A";</i> OR <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i> _____</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	The effectiveness conditions are the following: <i>Date of the Contract signature and its registration in the authorized bodies of the</i>

	<i>Republic of Uzbekistan</i>
12.1	Termination of Contract for Failure to Become Effective: The time period shall be 2 (two) months
13.1	Commencement of Services: The number of months shall be: The project schedule is 48 months and 12 months of operation and transfer of skills and training. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert within 20 days after contract award Notification.
14.1	Expiration of Contract: The time period shall be the end of the operation and transfer of skills and training period.
23.1	No additional provisions.
24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of amount not less than contract amount; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>in accordance with the applicable law in the Client's country;</i> (c) Third Party liability insurance, with a minimum coverage of <i>in accordance with the applicable law in the Client's country;</i> (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.2	The Consultant shall not use these <i>documents</i> for purposes unrelated to this Contract without the prior written approval of the Client.
43.1	The Contract price is: _____ <i>[insert amount and currency for each currency as applicable]</i> exclusive of local indirect taxes.

	<p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client for the Consultant.</p> <p>The amount of such taxes is _____ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</p>
44.1 and 44.2	<p>The Client warrants that the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,</p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: <ul style="list-style-type: none"> (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and <p>if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's</p>

	<p>country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>
46.2	<p>Advance payment: 10% of the contract price against the bank guarantee for the advance payment within 20 bank days after the signing of the contract and registration of it in the authorized bodies of the Republic of Uzbekistan.</p> <p>Land Management information system:</p> <p>1) Conducting process analysis and development of the Technical Design – 15% 90 Day after the Contract's Validity. – Payment will be processed after an acceptable report is provided to the Client, signed by the representatives of MoA, where it's shown that the work performed was acceptable to the MoA.</p> <p>2) Completion of the development of module for the analysis of agro-climatic conditions - 10% 150 Day after the Contract's Validity. Payment will be processed after an acceptable report is provided to the Client, signed by the representatives of MoA, where it's shown that the work performed was acceptable to the MoA.</p> <p>3) Completion of the development of a mobile application for a field worker – 10% 210 days after the contract's validity. Payment will be processed after an acceptable report is provided to the Client, signed by the representatives of MoA, where it's shown that the work performed was acceptable to the MoA.</p> <p>4) Completion of the development of electronic field map module and development of module for loading processed data from UAVs - 20% 270 Day after the Contract's Validity. Payment will be processed after an acceptable report is provided to the Client, signed by the representatives of MoA, where it's shown that the work performed was acceptable to the MoA.</p> <p>5) Completion of the development of crop monitoring module – 10% 450 days after the contract's validity. Payment will be processed after an acceptable report is provided to the Client, signed by the representatives of MoA, where it's shown that the work performed was acceptable to the MoA.</p> <p>6) Completion of the development of a module for assessing, forecasting yields and development of crop classification module – 15% 1260 days after the contract's validity. Payment will be processed after an acceptable report is provided to the Client, signed by the representatives of MoA, where it's shown that the work performed was acceptable to the MoA.</p> <p>Final payment: 10% shall be equally divided for a period of 12 months based on a monthly invoice submitted by the consultant to the</p>

	Customer, and submission of an acceptable report concerning the operation of the system and transfer of skills during the operation and transfer of skills and training period. Payment will be processed after an acceptable report is provided to the Client, signed by the representatives of MoA, where it's shown that the work performed was acceptable to the MoA, the number of local specialists involved in the transfer of skills, and the type of work performed by the Consultant.
46.2.1	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against [list the payments against which the advance is offset].</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p>
46.2.4	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
47.1	The interest rate is: <i>0.1% for each week of delay</i>
50.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the International Chamber of Commerce, Paris</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole</p>

	<p>arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>the International Chamber of Commerce, Paris</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>the Secretary General of the Permanent Court of Arbitration, The Hague</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the by <i>the Secretary General of the Permanent Court of Arbitration, The Hague</i>, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p>

	<ul style="list-style-type: none">(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none">(a) proceedings shall, unless otherwise agreed by the Parties, be held in [<i>select a country which is neither the Client's country nor the Consultant's country</i>];(b) the <i>English</i> language shall be the official language for all purposes; and(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) 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 and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 46.2.3 of this Contract.”]

Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature _____

Date _____

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 42.2.1 and SCC 46.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert Name and Address of Client]*

Date: _____ *[insert date]* _____

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]* _____

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 _____ *[insert date]* _____ with the Beneficiary, 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 _____ *[insert amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has 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 certified statements or invoices

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.

marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of *[month]*_____, *[year]*__,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

APPENDIX E - CODE OF CONDUCT FOR EXPERTS

**APPENDIX F - SEXUAL EXPLOITATION AND ABUSE (SEA)
AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE
DECLARATION FOR SUB-CONSULTANTS**

*[The following table shall be filled in for the Consultant, each member of a Joint Venture
and each Sub-consultant proposed by the Consultant]*

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

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

Joint Venture Member's or Sub-consultant's Name: *[insert full name]*

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

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

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

PART III

Section 9. Notification of Intention to Award and Beneficial Ownership Forms

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].

For the attention of Consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Client: *[insert the name of the Client]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFP is issued]*

Loan No. /Credit No. /Grant No.: *[insert reference number for loan/credit/grant]*

RFP No: *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Consultant

Name: *[insert name of successful Consultant]*

Address: *[insert address of the successful Consultant]*

Contract price: *[insert contract price of the successful Consultant]*

2. Short listed Consultants *[INSTRUCTIONS: insert names of all short listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion. Select Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) in the last column below.]*

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score]	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]

Name of Consultant	Submitted Proposal	<i>[use for FTP]</i> Overall technical scores	<i>[use for STP]</i> Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion b:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion c:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> Criterion (iv): <i>[insert score]</i> Criterion (v): <i>[insert score]</i> Total score: <i>[insert score]</i>	<u>Sub-criterion c:</u> <i>[insert score]</i> Total score: <i>[insert score]</i>			
<i>[insert name]</i>	<i>[yes/no]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> Criterion (iii): <i>[insert score]</i> <u>Sub-criterion a:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion b:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion c:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> <u>Sub-criterion a:</u> <i>[insert score]</i> <u>Sub-criterion b:</u> <i>[insert score]</i> <u>Sub-criterion c:</u> <i>[insert score]</i> Total score: <i>[insert score]</i>	<i>[Proposal price]</i>	<i>[evaluated price]</i>	<u>Combined Score:</u> <i>[combined score]</i> <u>Ranking:</u> <i>[ranking]</i>

Name of Consultant	Submitted Proposal	[<i>use for FTP</i>] Overall technical scores	[<i>use for STP</i>] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		Criterion (iv): [<i>insert score</i>]				
		Criterion (v): [<i>insert score</i>]				
		Total score: [<i>insert score</i>]				
[<i>insert name</i>]	...					
...	...					

3. Reason/s why your Proposal was unsuccessful [*Delete if the combined score already reveals the reason*]

[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

4. How to request a debriefing [*This applies only if your proposal was unsuccessful as stated under point (3) above*]

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Client*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] *delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint

challenging the decision to award the contract expires on midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Client]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the “[Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](#) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](#)” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of [*insert the name of the Client*]:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

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

INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Consultant¹. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant*

Name of the Assignment: *[insert name of the assignment]*

To: *[insert complete name of Client]*

In response to your notification of award dated *[insert date of notification of award]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant”

Name of the Consultant: **[insert complete name of the Consultant]*_____

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

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

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

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

* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to “Consultant” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

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

I. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Uzbekistan.
1.1 (b)	The date of the “Applicable Regulations” is: World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.
4.1	The language is English
6.1 and 6.2	<p>The addresses are:</p> <p>Client : <i>Ministry of Agriculture of the Republic of Uzbekistan</i> <i>International Center for Strategic Development and Research in the Field of Food and Agriculture under the Ministry of Agriculture (ICSDFRA)</i></p> <p>Attention : <u>Alisher Shukurov, Director</u> Facsimile : _____ E-mail (where permitted): <u>amp.agro@rra.uz</u></p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p>[<i>Note: If the Consultant consists only of one entity, state “N/A”;</i> OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</p> <p>The Lead Member on behalf of the JV is _____</p>

	_____ <i>[insert name of the member]</i>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: _____ <i>[name, title]</i></p> <p>For the Consultant: _____ <i>[name, title]</i></p>
11.1	The effectiveness conditions are the following: <i>Date of the Contract signature and its registration in the authorized bodies of the Republic of Uzbekistan</i>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 2 (two) months</p>
13.1	<p>Commencement of Services:</p> <p>The number of months shall be: The project schedule is 48 months + 12 months of guarantee.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be the end of the guarantee period.</p>
23.1	No additional provisions.
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of amount not less than contract amount;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>in accordance with the applicable law in the Client's country</i>;</p>

	<p>(c) Third Party liability insurance, with a minimum coverage of <i>in accordance with the applicable law in the Client's country</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>	
27.2	The Consultant shall not use these <i>documents</i> for purposes unrelated to this Contract without the prior written approval of the Client.	
46.1	The ceiling in foreign currency or currencies is: _____ USD: exclusive of local indirect taxes.	
42.3	42.3	
<p>Price adjustment on the remuneration applicable to the project (for the first 12 months).</p> <p>Payments for remuneration made in foreign currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rate paid for foreign currency shall be adjusted every 12 months (and, the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p>	<p>Price adjustment on the remuneration applicable to the project (for the first 12 months).</p> <p>Payments for remuneration made in foreign currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rate paid for foreign currency shall be adjusted every 12 months (and, the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p>	<p>Price adjustment on the remuneration applicable to the project (for the first 12 months).</p> <p>Payments for remuneration made in foreign currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rate paid for foreign currency shall be adjusted every 12 months (and, the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p>

$R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \{\text{or } R_f = R_{fo} \times [0.1 + 0.9 \frac{I_f}{I_{fo}}]\}$ <p>where R_f is the adjusted remuneration; R_{fo} is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency; I_f is the official index for salaries in the country of the official index for the first month for which the adjustment is supposed to have effect; I_{fo} is the official index for salaries in the country of the official index for salaries in the month of the date of the Contract.</p> <p>The Consultant shall state here the name, source institution and shall state necessary identifying characteristics of the official index for salaries used in the adjustment formula for remuneration paid in foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U) seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics."</p> <p>(2) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula shall be adjusted by the correction factor X_0/X. X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the adjustment supposed to have effect.</p>	$R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \{\text{or } R_f = R_{fo} \times [0.1 + 0.9 \frac{I_f}{I_{fo}}]\}$ <p>where R_f is the adjusted remuneration; R_{fo} is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency; I_f is the official index for salaries in the country of the official index for the first month for which the adjustment is supposed to have effect; I_{fo} is the official index for salaries in the country of the official index for salaries in the month of the date of the Contract.</p> <p>The Consultant shall state here the name, source institution and shall state necessary identifying characteristics of the official index for salaries used in the adjustment formula for remuneration paid in foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U) seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics."</p> <p>(2) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula shall be adjusted by the correction factor X_0/X. X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the adjustment supposed to have effect.</p>	
<p>44.1 and 44.2</p>	<p>The Client warrants that the Consultant, the Sub-consultants and the Experts shall be exempt from any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the</p>	

	<p>purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <p>(ii) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(iii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's</p>
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	country.
46.2.	<p>The currency [currencies] of payment shall be the following: <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</i></p> <p>The payment schedule:</p> <p>Advance payment: 10% of the contract price against the bank guarantee for the advance payment within 20 bank days after the signing of the contract and registration of it in the authorized bodies of the Republic of Uzbekistan.</p> <p>Land Management information system:</p> <p>1) Conducting process analysis and development of the Technical Design – 20% 90 Day after the Contract’s Validity. (If the Consultant receives advance payment, payment for this phase will be %15.)</p> <p>2) Completion of the development of module for the analysis of agro-climatic conditions - 15% 150 Day after the Contract’s Validity. (If the Consultant receives advance payment, payment for this phase will be %10.)</p> <p>3) Completion of the development of a mobile application for a field worker – 10% 210 days after the contract’s validity.</p> <p>4) Completion of the development of electronic field map module and development of module for loading processed data from UAVs - 20% 270 Day after the Contract’s Validity.</p> <p>5) Completion of the development of crop monitoring module – 10% 450 days after the contract’s validity.</p> <p>6) Completion of the development of a module for assessing, forecasting yields and development of crop classification module – 20% 1260 days after the contract’s validity.</p> <p>Final payment: 5% 1460 days after the contract’s validity.</p>
46.2.4.	The accounts are:

	<p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
47.1	The interest rate is: 0.1% for each week of delay
50.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> shall appoint, upon the request of either

	<p>Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>the International Chamber of Commerce, Paris</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the by <i>the International Chamber of Commerce, Paris</i>, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p>

	<p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or (b) the country in which the Consultant's [<i>or any of their members' or Parties'</i>] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [<i>or of any members' or Parties'</i>] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p>

	<p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>;</p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
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II. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) 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.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract."

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]*

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ [insert commercial Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [insert Name and Address of Client]

Date: _____ [insert date] _____

ADVANCE PAYMENT GUARANTEE No.: _____ [insert number] _____

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 _____ [insert date] _____ with the Beneficiary, 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 _____ [insert amount in figures] (_____) [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has 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 its account number _____ at _____ [name and address of bank].

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.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of [month]_____, [year]__,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

APPENDIX F - CODE OF CONDUCT (ES)

**APPENDIX G - SEXUAL EXPLOITATION AND ABUSE (SEA)
AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE
DECLARATION FOR SUB-CONSULTANTS**

*[The following table shall be filled in for the Consultant, each member of a Joint Venture
and each Sub-consultant proposed by the Consultant]*

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

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

Joint Venture Member's or Sub-consultant's Name: *[insert full name]*

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

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

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

PART III

Section 9. Notification of Intention to Award and Beneficial Ownership Forms

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].

For the attention of Consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Client: *[insert the name of the Client]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFP is issued]*

Loan No. /Credit No. /Grant No.: *[insert reference number for loan/credit/grant]*

RFP No: *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- c) request a debriefing in relation to the evaluation of your Proposal, and/or
- d) submit a Procurement-related Complaint in relation to the decision to award the contract.

7. The successful Consultant

Name: *[insert name of successful Consultant]*

Address: *[insert address of the successful Consultant]*

Contract price: *[insert contract price of the successful Consultant]*

8. Short listed Consultants *[INSTRUCTIONS: insert names of all short listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion. Select Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) in the last column below.]*

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score]	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]

Name of Consultant	Submitted Proposal	<i>[use for FTP]</i> Overall technical scores	<i>[use for STP]</i> Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion b:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion c:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> Criterion (iv): <i>[insert score]</i> Criterion (v): <i>[insert score]</i> Total score: <i>[insert score]</i>	<u>Sub-criterion c:</u> <i>[insert score]</i> Total score: <i>[insert score]</i>			
<i>[insert name]</i>	<i>[yes/no]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> Criterion (iii): <i>[insert score]</i> <u>Sub-criterion a:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion b:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion c:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> <u>Sub-criterion a:</u> <i>[insert score]</i> <u>Sub-criterion b:</u> <i>[insert score]</i> <u>Sub-criterion c:</u> <i>[insert score]</i> Total score: <i>[insert score]</i>	<i>[Proposal price]</i>	<i>[evaluated price]</i>	<u>Combined Score:</u> <i>[combined score]</i> <u>Ranking:</u> <i>[ranking]</i>

Name of Consultant	Submitted Proposal	[<i>use for FTP</i>] Overall technical scores	[<i>use for STP</i>] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		Criterion (iv): [<i>insert score</i>]				
		Criterion (v): [<i>insert score</i>]				
		Total score: [<i>insert score</i>]				
[<i>insert name</i>]	...					
...	...					

9. Reason/s why your Proposal was unsuccessful [Delete if the combined score already reveals the reason]

[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

10. How to request a debriefing [This applies only if your proposal was unsuccessful as stated under point (3) above]

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Client]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

11. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and

address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Client]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the “[Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](#) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](#)” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

5. You must be an ‘interested party’. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award.
6. The complaint can only challenge the decision to award the contract.
7. You must submit the complaint within the deadline stated above.
8. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

12. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of *[insert the name of the Client]*:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Consultant¹. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant*

Beneficial Ownership Disclosure Form

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

Name of the Assignment: *[insert name of the assignment]*

To: *[insert complete name of Client]*

In response to your notification of award dated *[insert date of notification of award]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)

<i>[include full name (last, middle, first), nationality, country of residence]</i>			
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OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]

Name of the Consultant: **[insert complete name of the Consultant]*_____

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

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

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

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

* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

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

