

**STANDARD PROCUREMENT  
DOCUMENT**

**Request for Proposals  
Information Systems**

**Design, Supply and Installation**

**(Two-Stage Request for Proposals, with Post-qualification)**

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# Standard Procurement Document

## Summary

### Specific Procurement Notice

#### Specific Procurement Notice - Request for Proposal (RFP)

This SPD covers a two-stage process with post-qualification of Proposers. The Instructions to Proposers (ITPs) describe the provisions that apply to both stages. The stages are:

Stage 1: Request for First Stage Proposals (Technical) (single envelope);

Stage 2: Request for Second Stage Proposals (Technical and Financial) (two envelopes).

### PART 1 – REQUEST FOR PROPOSAL PROCEDURES

#### Section I - Instructions to Proposers (ITP)

This Section provides relevant information to help Proposers prepare their Proposals. It is based on a two-stage procurement process. Information is also provided on the submission, opening, and evaluation of Proposals and the award of Contracts.

#### Section II - Proposal Data Sheet (PDS)

This Section consists of provisions that are specific to the procurement and that supplement the information or requirements included in Section I, Instructions to Proposers.

#### Section III - Evaluation and Qualification Criteria

This Section specifies the methodology that will be used to determine the Most Advantageous Proposal.

#### Section IV - Proposal Forms

This Section contains the forms that are to be completed by the Proposer and submitted as part of the Proposal.

#### Section V - Eligible Countries

This Section contains information regarding eligible countries.

#### Section VI - Fraud and Corruption

This section includes the Fraud and Corruption provisions that apply to this request for proposal process.

### PART 2 – PURCHASER’S REQUIREMENTS

**Section VII - Requirements for the Information System**

This Section contains Technical Requirements, Implementation Schedule, and System Inventory Tables, as well as Background and Informational Materials

**PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS****Section VIII - General Conditions of Contract**

This Section contains the general clauses to be applied in all contracts.

**Section IX - Special Conditions of Contract**

This Section contains the Special Conditions of Contract (SCC). The contents of this Section modify or supplement the General Conditions and prepared by the Purchaser.

**Section X - Contract Forms**

This Section contains the Letter of Acceptance, Contract Agreement, and other relevant forms.

# Request for First Stage Proposals

## Information Systems

(Design, Supply, and Installation)

(With Post-qualification)

**Purchaser:** *N(N)LE Open Net*

**Project:** *Log-In Georgia*

**Contract title:** *DEVELOPMENT OF GEO INFORMATION SYSTEM (GIS) PLATFORM FOR SIP AND BROADBAND MAP PORTALS FOR GEORGIAN NATIONAL COMMUNICATIONS COMMISSION*

**Country:** *Georgia*

**Loan No.:** *91610*

**RFP No:** *GE-OPEN NET-448767-GO-RFP*

**Issued on:** **October 31, 2024**

Dear Ladies and/or Gentlemen,

1. Georgia has received financing from the World Bank toward the cost of the Log-In Georgia Project and intends to apply part of the proceeds toward payments under the contract for “DEVELOPMENT OF GEO INFORMATION SYSTEM (GIS) PLATFORM FOR SIP AND BROADBAND MAP PORTALS FOR GEORGIAN NATIONAL COMMUNICATIONS COMMISSION”. The Contract will be jointly financed by EIB. The procurement process will be governed by the World Bank’s Procurement Regulations.
2. The N(N)LE Open Net now invites Proposals from eligible Proposers for the development of GEO INFORMATION SYSTEM (GIS) platform for SIP and broadband map portals for the Georgian National Communications Commission (ComCom).
3. The procurement will be conducted through international competitive procurement using Request for Proposals (RFP) as specified in the World Bank’s “Procurement Regulations

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for IPF Borrowers”, September 2023 edition (“Procurement Regulations”), and is open to all eligible Proposers.

4. Eligible Proposers may obtain further information on Tender (RFP) issues from N(N)LE Open Net, Mr. Alexander Tsereteli, [procurement@opennet.ge](mailto:procurement@opennet.ge) and on Technical Specification issues from ComCom, Mr. Sandro Karumidze, [akarumidze@comcom.ge](mailto:akarumidze@comcom.ge)
5. The RFP document in English may be obtained by eligible Proposers for free.
6. A two-stage RFP process will be used which will proceed as follows:
  - (a) The first stage process will consist of submission of a technical Proposal only, without any reference to prices. Following the qualification and evaluation of first stage Proposals, a Proposer that has submitted a sufficiently responsive Technical Proposal may be invited to attend a clarification meeting(s), during which the Proposer’s Proposal will be reviewed. Any required Proposal-specific changes, additions, deletions, and other adjustments will be noted and recorded in a memorandum, or, if amendments are of a general nature, will be promulgated via an addendum to the RFP documents. Following the clarification meetings, Proposers may not be invited to submit second stage Proposals, if their first stage proposals contain departures from the requirements to the extent that it cannot be expected to be responsive through the 2nd stage RFP process. All other suitably qualified and eligible Proposers shall receive invitations to submit second stage Proposals.
  - (b) The second stage process will consist of submission and evaluation of: (i), the updated technical part incorporating all changes required as recorded in the proposer-specific memorandum, and/or as necessary to reflect any Addenda to the RFP documents issued subsequent to the first -stage; and (ii), the financial part.
7. First Stage Proposals must be submitted only electronically at [procurement@opennet.ge](mailto:procurement@opennet.ge) on or before December 12, 2024. Late Proposals will be rejected. Proposals will be publicly opened in the presence of the Proposers’ designated representatives and anyone who chooses to attend an online meeting on December 13, 2024, 11:00 (*local time, Tbilisi*)
8. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Proposer’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the RFP document.
9. The address of N(N)LE Open Net office is 7B, Nikoloz Kipshidze Str., Tbilisi, 0162, Georgia, tel.: +995322400178, [procurement@opennet.ge](mailto:procurement@opennet.ge); [www.opennet.ge](http://www.opennet.ge)

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# **PART 1 – REQUEST FOR PROPOSAL PROCEDURES**

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## SECTION I - INSTRUCTIONS TO PROPOSERS

### A. GENERAL

#### 1. Scope of Proposal

- 1.1 The Purchaser, as indicated **in the PDS**, or its duly authorized Purchasing Agent if so specified **in the PDS** (interchangeably referred to as “the Purchaser”) issues this RFP document for the supply and installation of the Information System as specified in Section VII, Purchaser’s Requirements. The name, identification and number of lots (contracts) of this RFP are specified **in the PDS**.
- 1.2 Unless otherwise stated, throughout this RFP document definitions and interpretations shall be as prescribed in the Section VIII, General Conditions of Contract.
- 1.3 Throughout this RFP document:
  - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the PDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
  - (b) if the context so requires, “singular” means “plural” and vice versa; and
  - (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
  - (d) “ES” means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));
  - (e) “Sexual Exploitation and Abuse” “(SEA)” means the following:

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

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (f) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Supplier’s Personnel with other Supplier’s Personnel or Purchaser’s personnel.
- (g) “Supplier’s Personnel” is as defined in GCC Clause 1.1; and
- (h) “Purchaser’s Personnel” is as defined in GCC Clause 1.1.

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

## 2. Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated **in the PDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified **in the PDS** toward the project named **in the PDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this RFP document is issued.
- 2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement between the Borrower and the Bank (hereinafter called the Loan Agreement) and will be subject in all respects to the terms and conditions of that Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of equipment, materials or any other goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

**3. Fraud and Corruption**

- 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.
- 3.2 In further pursuance of this policy, Proposers shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

**4. Eligible Proposers**

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

Information System that are the subject of the Proposal;  
or

- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the Contract implementation; or
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **PDS ITP 2.1** that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the RFP document or specifications of the Contract, and/or the Proposal evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the RFP process and execution of the Contract.

4.3 A firm that is a Proposer (either individually or as a JV member) shall not participate as a Proposer or as JV member in more than one Proposal except for permitted alternative Proposals. Such participation shall result in the disqualification of all Proposals in which the firm is involved. However, this does not limit the participation of a Proposer as subcontractor in another Proposal or of a firm as a subcontractor in more than one Proposal.

4.4 A Proposer may have the nationality of any country, subject to the restrictions pursuant to ITP 4.8. A Proposer shall be deemed to have the nationality of a country if the Proposer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

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

- 5. Eligible Goods and Services**
- 5.1 The Information Systems to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For the purposes of this RFP document, the term “Information System” means all:
- (a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to design, supply and install under the Contract, plus all associated documentation, and all other materials and goods to be designed, supplied, installed, integrated, and made operational; and
  - (b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Proposer and as specified in the Contract.
- 5.3 For purposes of ITP 5.1 above, “origin” means the place where the goods and services making the Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 6. Qualifications of the Proposer**
- 6.1 By submission of documentary evidence in its Proposal, the Proposer must establish to the Purchaser’s satisfaction:
- (a) that it continues to meet the qualification criteria. The Proposer shall, as part of its Proposal, update any information submitted with its application for Initial Selection;
  - (b) that for all powered (active) hardware and/or software components of the Information System which the Proposer does not itself produce, the Proposer must be duly authorized by the producer to supply those components in the Purchaser’s country under the Contract(s) that may result from this procurement. This must be documented by including Manufacturer’s

Authorizations in the Proposal (based on the sample found in the Sample Proposal Forms in Section IV.);

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

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



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

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

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

7.1 The RFP document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITP 9:

#### **PART 1 Request for Proposal Procedures**

Section I	Instructions to Proposers (ITP)
Section II	Proposal Data Sheet (PDS)
Section III	Evaluation and Qualification Criteria
Section IV	Proposal Forms
Section V	Eligible Countries
Section VI	Fraud and Corruption

#### **PART 2 Purchaser's Requirements**

Section VII Requirements of the IS, including:

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

#### **PART 3 Contract**

Section VIII	General Conditions of Contract
Section IX	Special Conditions of Contract
Section X	Contract Forms

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

- 7.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Proposal meeting (if any), or Addenda to the RFP document in accordance with ITP 9. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 7.4 The Proposer is expected to examine all instructions, forms, terms, and specifications in the RFP document and to furnish with its Proposal all information or documentation as is required by the RFP document.
- 8. Clarification of RFP Document, Site Visit, Pre-Proposal Meeting**
- 8.1 A Proposer requiring any clarification of the RFP document shall contact the Purchaser in writing at the Purchaser's address specified **in the PDS** or raise its enquiries during the pre-Proposal meeting if provided for in accordance with ITP 8.4. The Purchaser will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Proposals within a period specified **in the PDS**. The Purchaser's shall forward copies of its response to all Proposers who have acquired the RFP document in accordance with ITP 7.3, including a description of the inquiry but without identifying its source. If so specified **in the PDS**, the Purchaser shall also promptly publish its response at the web page identified **in the PDS**. Should the Purchaser deem it necessary to amend the RFP document as a result of a request for clarification, it shall do so following the procedure under ITP 9 and ITP 28.1
- 8.2 The Proposer may wish to visit and examine the site where the Information System is to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Proposal and entering into a contract. The costs of visiting the site shall be at the Proposer's own expense.
- 8.3 The Proposer and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Proposer, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 8.4 The Proposer's designated representative is invited to attend a pre-Proposal meeting and/or a site visit, if provided for in the

PDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.5 The Proposer is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.

8.6 Minutes of the pre-Proposal meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Proposers who have acquired the RFP document in accordance with ITP 7.3. Any modification to the RFP document that may become necessary as a result of the pre-Proposal meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to ITP 9 and not through the minutes of the pre-Proposal meeting.

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

**9. Amendment of RFP Document**

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

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

9.3 To give prospective Proposers reasonable time in which to take an addendum into account in preparing their Proposals, the Purchaser may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITP 20.2 and ITP 37.2.

**10. Cost of Proposals**

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

**11. Contacting the Purchaser**

11.1 From the time of Proposal opening to the time of Contract award, if any Proposer wishes to contact the Purchaser on any matter related to the Proposal, it should do so in writing.

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

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

### **C. PREPARATION OF FIRST STAGE TECHNICAL PROPOSALS**

- 13. Documents Comprising the Proposal**
- 13.1 The First Stage Technical-Only Proposal submitted by the Proposer shall comprise:
- (a) First Stage Technical-Only Proposal Submission Form, duly completed and signed by a person or persons duly authorized to bind the Proposer to the Proposal;
  - (b) written confirmation authorizing the signatory of the Proposal to commit the Proposer, in accordance with ITP 18.2;
  - (c) Attachments:
    - (i) Attachment 1: Proposer’s Eligibility

In the absence of prequalification, documents establishing to the Purchaser’s satisfaction the Proposer’s eligibility to submit proposal, including but not limited to documentary evidence that the Proposer is legally incorporated in a territory of an eligible source country as defined under ITP 5;
    - (ii) Attachment 2: Proposer’s Qualifications

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

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

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

(iii) Attachment 3: Proposed Subcontractors

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

(iv) Attachment 4: Intellectual Property

A list of:

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

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

(B) Standard and Custom Software.

b. all Custom Materials, as defined in GCC Clause 1.1 (c), included in the Proposer's Proposal.

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

Re-assignments among the Software and Materials categories, if necessary, will be made during the Clarification process (pursuant to ITP 27) and/or in accordance with GCC Clause 39 (Changes to the Information System) during the implementation of the Contract).

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

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

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

(vi) Attachment 6: Deviations

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

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

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

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

**14. Alternative  
Technical  
Proposals**

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

- 14.2 Any alternative technical proposal submitted by Proposers as part of their first stage technical proposal will be the subject of clarification with the Proposer, pursuant to ITP 27.
- 15. Documents Establishing the Eligibility of the Information System**
- 15.1 To establish the eligibility of the Information System in accordance with ITP 5, Proposers shall provide documentary evidence consisting of a statement on the country of origin of the Information System offered.
- 16. Documents Establishing Conformity of the Information System**
- 16.1 Pursuant to ITP 13.1 (v), the Proposer shall furnish, as part of its Proposal, documents establishing the conformity to the RFP documents of the Information System that the Proposer proposes to design, supply and install under the Contract.
- 16.2 The documentary evidence of conformity of the Information System to the RFP documents includes:
- (a) Preliminary Project Plan describing, among other things, the methods by which the Proposer will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Proposer proposes to use. The Preliminary Project Plan must also address any other topics specified in the PDS. In addition, the Preliminary Project Plan should state the Proposer's assessment of what it expects the Purchaser and any other party involved in the implementation of the Information System to provide during implementation and how the Proposer proposes to coordinate the activities of all involved parties;
  - (b) written confirmation that the Proposer accepts responsibility for the successful integration and interoperability of all components of the Information System as required by the RFP documents;
  - (c) an item-by-item commentary on the Purchaser's Technical Requirements demonstrating to what extent the proposer's solution is responsive to those requirements. In demonstrating responsiveness, the Proposer is encouraged to use the Responsiveness Checklist (or Checklist Format) in the Sample Proposal Forms (Section IV). The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the Proposal. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications,

or other preprinted materials submitted with the Proposal, the item-by-item commentary shall prevail;

- (d) Support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate.
- (e) Any separate and enforceable contract(s) for Recurrent Cost items which **the PDS** for ITP 31.3 requires Proposers to Propose.

16.3 References to brand names or model numbers or national or proprietary standards designated by the Purchaser in the RFP documents are intended to be descriptive and not restrictive. The Proposer may substitute alternative brand/model names or standards in its Proposal, provided that it demonstrates to the Purchaser's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Purchaser's Requirements.

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

16.5 The Proposer shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITP 4, and that any goods or services to be provided by the subcontractor comply with the requirements of ITP 5 and ITP 16.1.

**17. First Stage  
Technical-  
Proposal  
Submission Form**

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



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

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

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

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

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

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

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

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

- 23. Opening of First Stage Technical Proposals by Purchaser**
- 23.1 Except as in the cases specified in ITP 21 and ITP 22, the Purchaser shall conduct the Proposal opening in public, in the presence of Proposers` designated representatives and anyone who chooses to attend, and at the address, date and time specified **in the PDS**. Any specific electronic Proposal opening procedures, if permitted, shall be as specified **in the PDS**.
- 23.2 First, the written notice of withdrawal in the envelopes marked “First Stage Proposal - Withdrawal” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened but returned to the Proposer. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening.
- 23.3 Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding First Stage Technical Proposal being substituted, and the substituted Proposal shall not be opened, but returned to the Proposer. No Proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Proposal opening.
- 23.4 Envelopes marked “Modification” shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening.
- 23.5 Next, all remaining envelopes shall be opened one at a time, reading out the names of all Proposers and other such details as the Purchaser, at its discretion, may consider appropriate and recorded in the minutes of the First Stage Technical Proposal opening. The Purchaser will promptly convey these minutes in writing to all Proposers that met the deadline for submitting Proposals.
- 23.6 Only Proposals that are opened and read out at Proposal opening shall be considered further. The Purchaser shall

neither discuss the merits of any Proposal nor reject any Proposal (except for late Proposals, in accordance with ITP 21.1).

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

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

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

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

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

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

schedules offered by Proposers, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the Proposal;

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

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

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

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

26.2 Prior to Contract award, the Purchaser will verify that the successful Proposer (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Proposer. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Proposer to propose a replacement subcontractor.

26.3 Any change in the structure or formation of a Proposer after being initially selected and invited to submit First Stage Proposals (including, in the case of a JV, any change in the structure or formation of any member and any change in any Specialized Subcontractor) shall be subject to the written approval of the Employer prior to the deadline for submission of First Stage Proposals. Such approval shall be denied if (i) a Proposer proposes to associate with a disqualified Proposer or

in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Proposer no longer substantially meets the qualification criteria set forth in the Initial Selection Documents; (iii) no longer continues to be in the list of Initially Selected Proposers as a result of the Employer's re-evaluation of the Application in accordance with criteria specified in the Initial Selection Documents; or (iv) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the Notice of Request for Proposals for the First Stage.

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

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

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

- 27.5 The Purchaser will advise the Proposer, pursuant to **ITP 13.1 (c) (vi)**, of any deviations the Proposer made or proposed in the First Stage Technical Proposal that the Purchaser finds:
- (a) unacceptable and that must be withdrawn in the Second Stage Combined Technical and Financial Proposal;
  - (b) acceptable and that will be incorporated into the RFP documents by way of an Addendum that shall be sent to all Proposers invited to submit a Second Stage Proposal.

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

- 27.6 Person or persons attending each Clarification Meeting on behalf of a Proposer should be duly authorized, through a written power of attorney, to represent the Proposer in the discussions and to reach agreement with the Purchaser on the specific changes in the Proposer's First Stage Technical Proposal that are required if the Proposer is to submit a Second Stage Technical and Financial Proposal. The Purchaser will not be responsible for any costs incurred by the Proposer's party for and in attending the Clarification Meeting(s). An invitation for, and attendance at, Clarification Meetings does not necessarily imply that the Proposer will be invited for the second stage. However, if Clarification Meetings are held, all Proposers that have been determined to be responsive in accordance with ITP 24 and ITP 25 will be offered the opportunity of such a meeting, even if their Proposals, in the Purchaser's opinion, do not require face to face clarification.
- 27.7 Neither the Proposer-specific memorandum pursuant to **ITP 27.8**, nor any minutes written of the Clarification Meeting(s) or any correspondence exchanged between a specific Proposer and the Purchaser, will be shared with other Proposers. Except for the memorandum, no requirements upon the Proposer's

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

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

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

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

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



brought to the Purchaser’s attention by one or more Proposers; sharpened formulation of certain Technical Requirements; adjustments to the Implementation Schedule; etc.)

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

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

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

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

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

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

29.1 The Proposal shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes. One envelope shall contain only information relating to the

**Financial Proposal**

Technical Part and the other, only information relating to the Financial Part.

29.2 The Technical Part shall comprise the following:

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

software categories defined in GCC Clause 1.1 (c):

- (A) System, General Purpose, and Application Software; and
  - (B) Standard and Custom Software.
- (2) all Custom Materials, as defined in GCC Clause 1.1 (c), included in the Proposer's Proposal. All Materials not identified as Custom Materials shall be deemed Standard Materials, as defined in GCC Clause 1.1 (c).

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

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

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

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

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

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

(d) **Other:** any other document required in the **PDS**.

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

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

**31. Proposal Prices**

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

31.2 All Goods and Services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables in Section VII, and all other Goods and Services proposed by the Proposer to fulfill the requirements of the Information System, must be priced separately and summarized in the corresponding cost tables in the Sample Proposal Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below.

31.3 Unless otherwise specified in the **PDS**, the Proposer must also propose Recurrent Cost Items specified in the Technical Requirements, Recurrent Cost Sub-Table of the System Inventory Tables in Section VII (if any). These must be priced separately and summarized in the corresponding cost tables in the Sample Proposal Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below.

(a) If specified in the **PDS**, the Proposer must also propose separate enforceable contracts for the Recurrent Cost Items not included in the main Contract.

(b) Prices for Recurrent Costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper

operation of the Information System and, if appropriate, of the Proposer's own allowance for price increases.

- (c) Prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xiii), shall be quoted as Service prices on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals.
- 31.4 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VII), and with GCC and SCC 12 – Terms of Payment. Proposers may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables.
- 31.5 The price of items that the Proposer has included in its second stage technical proposal but left blank or not included in the cost tables provided in the Sample Proposal Forms shall be considered to be included in the price of other items.
- 31.6 The prices for Goods components of the Information System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of Incoterms specified in the **PDS**, as follows:

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

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

**(b) Locally supplied Goods:**

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

other taxes and duties/fees incurred for the Goods at the time of invoicing or sales transaction, if the Contract is awarded.

**(c) Inland transportation:**

Unless otherwise stated in the **PDS**, inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITP 31.7, whether the Goods are to be supplied locally or from outside the Purchaser's country, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITP 31.6 (a) specifies CIP, and the named places of destination are the Project Sites.

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

31.8 Unless otherwise specified in the **PDS**, the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the Purchaser or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these RFP documents (as, e.g., a requirement for the Proposer to include the travel and subsistence costs of trainees).

31.9 Unless otherwise specified **in the PDS**, prices quoted by the Proposer shall be fixed during the Proposer's performance of the Contract and not subject to increases on any account. Proposals submitted that are subject to price adjustment will be rejected.

**32. Proposal Currencies**

32.1 The currency(ies) of the Proposal and currencies of payment shall be the same. The Proposer shall quote in the currency of the Purchaser's Country the portion of the Proposal price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise specified **in the PDS**.

32.2 The Proposer may express the Proposal price in any currency. If the Proposer wishes to be paid in a combination of amounts

in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

### 33. Securing the Proposal

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

33.1 The Proposer shall furnish as part of its Proposal, either a Proposal-Securing Declaration or a Proposal Security as specified in the **PDS**, in original form and, in the case of a Proposal Security, in the amount and currency specified in the **PDS**.

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

33.3 If a Proposal Security is specified pursuant to ITP 33.1, the Proposal security shall be a demand guarantee in any of the following forms at the Proposer's option:

- (a) an unconditional guarantee issued by bank or a non-bank financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security indicated in the **PDS**,

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Proposal submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Proposal Security shall be submitted either using the Proposal Security Form included in Section IV, Proposal Forms or in another substantially similar format approved by the Purchaser prior to Proposal submission. In either case, the form must include the complete name of the Proposer. The Proposal Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Proposal validity, or beyond any extended date if requested under **ITP 34.2**

- 33.4 If a Proposal Security or a Proposal-Securing Declaration is specified pursuant to ITP 33.1, any Proposal not accompanied by a substantially responsive Proposal Security or Proposal-Securing Declaration shall be rejected by the Purchaser as non-responsive.
- 33.5 If a Proposal Security is specified in accordance with ITP 33.1, the Proposal Security of the Proposers shall be returned as promptly as possible once the successful Proposer has signed the Contract and furnished the required Performance Security.
- 33.6 The Proposal Security may be forfeited:
- (a) if a Proposer withdraws its Proposal prior to the expiry date of the Proposal validity specified by the Proposer on the Letter of Proposal or any extended date provided by the Proposer; or
  - (b) if the successful Proposer fails to:
    - (i) sign the Contract in accordance with ITP 64; or
    - (ii) furnish a performance security in accordance with ITP 65.
- 33.7 The Proposal Security or the Proposal-Securing Declaration of a JV shall be in the name of the JV that submits the Proposal. If the JV has not been legally constituted into a legally enforceable JV at the time of submission of Proposals, the Proposal Security or the Proposal-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITP 4.1.
- 33.8 If a Proposal Security is not required **in the PDS**, and:
- (a) if a Proposer withdraws its Proposal prior to the expiry date of the Proposal validity specified by the Proposer on the Letter of Proposal or any extended date provided by the Proposer; or
  - (b) if the successful Proposer fails to:
    - (i) sign the Contract in accordance with ITP 64; or
    - (ii) furnish a performance security in accordance with ITP 65.



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

**34. Period of Validity of Proposals**

34.1 Proposals shall remain valid until the date specified in the Request for Second Stage Proposals or any extended date if amended by the Purchaser in accordance with ITP 8. A Proposal that is not valid until the date specified in the Request for Second Stage Proposals or any extended date if amended by the Purchaser in accordance with ITP 8, shall be rejected by the Purchaser as nonresponsive.

34.2 In exceptional circumstances, prior to date of expiry of the Proposal validity, the Purchaser may request that the Proposers extend the date of validity until a specified date. The request and the responses to the request shall be made in writing. A Proposer may refuse the request without risking execution of the Proposal-Securing Declaration or forfeiting the Proposal Security. Except as provided in ITP 34.3, a Proposer agreeing to the request will not be required or permitted to modify its Proposal but will be required to ensure that the Proposal remains secured for a correspondingly longer period, pursuant to ITP 33.4.

34.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Proposal validity specified in accordance with ITP 34.1, the contract price will be adjusted as specified in the **PDS**. Proposal evaluation will be based on the Proposal prices without taking into consideration the above correction.

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

35.1 The Proposer shall prepare an original and the number of copies/sets of the Proposal specified in the **PDS**, clearly marking each one as: “Stage 2 Proposal – Original” and “Stage 2 Proposal – copy”. In the event of any discrepancy between them, the original shall govern.

35.2 The original and all copies of the Proposal, each consisting of the documents listed in ITP 29.2, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Proposer. The authorization must be in writing and included in the Proposal pursuant to ITP 29.2 (c). The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal where entries or amendments have been made shall be signed or initialed by the person signing the Proposal.

- 35.3 In case the Proposer is a JV, the Proposal shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 35.4 The Proposal shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Proposer, in which case such corrections shall be initialed by the person or persons signing the Proposal.
- 35.5 The Proposer shall furnish in the Technical and Financial Proposal Submission Forms (Section IV) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this procurement and to the execution of the Contract should the Proposer be successful.

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

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

- 36.1 Unless the **PDS** states that Proposals are to be submitted electronically the following procedures shall apply.
- (i) The Proposer shall deliver the Proposal in two separate, sealed envelopes. One envelope containing the Technical Part and the other the Financial Part. These two envelopes shall be enclosed in a sealed outer envelope and clearly marked “Stage 2 Proposal - Original”.
  - (ii) In addition, the Proposer shall prepare copies of the Proposal, in the number specified in the **PDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked “Copies: Stage 2 Proposal Technical Part”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “Copies: Stage 2 Proposal Financial Part”. The Proposer shall place both of these envelopes in a separate, sealed outer envelope marked “Stage 2 Proposal - Copies”. In the event of any discrepancy between the original and the copies, the original shall prevail.

### 37. Deadline for Submission of Proposals

- 37.1 Stage 2 Proposals must be received by the Purchaser at the address and no later than the date and time indicated in the Letter of Invitation to submit Stage 2 Proposals
- 37.2 The Purchaser may, at its discretion, extend this deadline for submission of Proposals by amending the RFP documents in

accordance with ITP 9.3, in which case all rights and obligations of the Purchaser and Proposers will thereafter be subject to the deadline as extended.

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

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

- 40. Public Opening Second Stage of Technical Part** 40.1 The Purchaser shall conduct the Stage 2 public opening of Technical Parts in the presence of Proposers` designated representatives and anyone who chooses to attend, and at the address, date and time specified in the Letter of Invitation to submit Stage 2 Proposals. Any specific electronic Proposal opening procedures required if permitted, shall be as specified **in the PDS.**
- (a) First, the written notice of withdrawal in the envelopes marked “Stage 2 Proposal - Withdrawal” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened but returned to the Proposer. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal

and is read out at Proposal opening.

- (b) Next, the envelopes marked “Stage 2 Proposal – Substitution-Technical Part” shall be opened and read out and exchanged with the corresponding Proposal being substituted, and the substituted Proposal shall not be opened, but returned to the Proposer. No Proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Proposal opening.
- (c) Next, envelopes marked “Stage 2 Proposal – Modification – Technical Part” shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening. Only Proposals that are opened and read out at Proposal opening shall be considered further.
- (d) Next, all other envelopes marked “Stage 2 Proposal – Technical Part” shall be opened one at a time. All envelopes marked “Stage 2 Proposal – Financial Part” shall remain sealed and kept by the Purchaser in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part of the Proposals. On opening the Technical Part envelopes, the Purchaser shall read out: the name of the Proposer and whether there is a modification; the presence or absence of a Proposal security or a Proposal-Securing Declaration; and any other details as the Purchaser may consider appropriate.
- (e) No Proposal shall be rejected at the public opening except for late Proposals, in accordance with ITP 38.1.

40.2 The Purchaser shall prepare a record of the public opening that shall include, as a minimum: the name of the Proposer and whether there is a withdrawal, substitution, or modification. The Proposers’ representatives who are present shall be requested to sign the record. The omission of a Proposer’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Proposers who submitted Proposals in time and posted online when electronic procurement is permitted.

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

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

- 43.3 Provided that a Proposal is substantially responsive, the Purchaser may request that the Proposer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements.
- 44. Evaluation of Technical Proposals**
- 44.1 The Purchaser’s evaluation of technical proposals will be carried out as specified in Section III, Evaluation and Qualification Criteria.
- 44.2 The scores to be given to technical criteria and sub criteria are specified in the PDS.
- 45. Notification of evaluation of Technical Parts**
- 45.1 Following the completion of the evaluation of the Technical Parts of Proposals, the Purchaser shall make the following notifications.
- (a) Notify in writing those Proposers whose Proposals were considered substantially non-responsive to the requirements in the RFP, advising them of the following information:
- (i) the grounds on which their Technical Part has been considered to be non-responsive;
  - (ii) their envelope marked “Financial Part” will be returned to them unopened after the completion of the Proposal evaluation process and the signing of the Contract;
  - (iii) Option 1: when **BAFO or negotiations is not to be applied** notify them of the date, time and location of the public opening of the envelopes marked ‘Financial Part’, or;  
  
Option 2: when **BAFO or negotiations apply as specified in the PDS**, notify them that: (i) the envelopes marked ‘Financial Part’ will not be opened in public, but in the presence of a probity auditor appointed by the Purchaser, and that (ii) the announcement of the names of the Proposers whose Financial Parts will be opened and the total Proposal prices will be deferred to the time that the Notification of Intention to Award the contract is issued.
- (b) The Purchaser shall, simultaneously, notify in writing those Proposers whose Proposals were considered substantially responsive to the requirements in the RFP, advising them of

the following information:

- (i) their Proposal has been evaluated as substantially responsive to the RFP; and
- (ii) Option 1: when **BAFO or negotiations is not to be applied** notify them of the date, time and location of the public opening of the envelopes marked ‘Financial Part’, or;

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

## **K. SECOND STAGE: OPENING OF FINANCIAL PARTS**

- 46. Public Opening of Financial Parts when BAFO or negotiations do not apply**
- 46.1 When BAFO or negotiations do not apply as specified **in the PDS**, the Financial Parts will be opened in public by the Purchaser in the presence of Proposers, or their designated representatives, and anyone else who chooses to attend. Each envelope marked “Financial Part” shall be inspected to confirm that it has remained sealed and unopened. These envelopes shall then be opened by the Purchaser. The Purchaser shall read out the names of each Proposer, the technical score, and the total Proposal prices, per lot (contract) if applicable, including any discounts, the presence or absence of a Proposal Security or Proposal-Securing Declaration, if required and any other details as the Purchaser may consider appropriate. Only discounts read out at the public opening shall be considered for evaluation. The Letter of Proposal - Financial Part and the Price Schedules are to be initialed by representatives of the Purchaser attending the public opening in the manner specified in the **PDS**.
- 46.2 The Purchaser shall prepare a record of the Financial Part of the Proposal opening that shall include, as a minimum:
- (a) the name of the Proposers whose Financial Part was opened;

- (b) the Proposal prices, per lot (contract) if applicable, including any discounts.
- 46.3 The Proposers whose envelopes marked “Financial Part” have been opened, or their representatives who are present, shall be requested to sign the record. The omission of a Proposer’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Proposers.
- 47. **Opening of Financial Parts when BAFO or negotiations apply**
  - 47.1 When, **as specified in the PDS**, BAFO or negotiations apply the Financial Parts will not be opened in public and will be opened in the presence of a probity auditor appointed by the Purchaser.
  - 47.2 At the opening each of the envelopes marked “Financial Part” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Purchaser. The Purchaser shall record the names of each Proposer, and the total Proposal prices and any other details as the Purchaser may consider appropriate. The Letter of Proposal - Financial Part and the Price Schedules are to be initialed by a representative of the Purchaser attending the opening and by the probity auditor.
  - 47.3 The Purchaser shall prepare a record of the opening of the Financial Part envelopes that shall include, as a minimum:
    - (a) the name of the Proposers whose Financial Part was opened;
    - (b) the Proposal prices including any discounts. and
    - (c) The Probity Auditor’s report of the opening of the Financial Part.
  - 47.4 The probity auditor shall sign the record. The contents of the envelopes marked ‘Financial Part’ and the record of the opening shall be kept in safe custody by the Purchaser and not disclosed to anyone until the time of the transmission of the Notification of Intention to Award the contract.

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

- 48. **Arithmetic Correction**
  - 48.1 The Purchaser shall correct arithmetical errors on the following basis:
    - (a) where there are errors between the total of the amounts given under the column for the price breakdown and the



amount given under the Total Price, the former shall prevail, and the latter will be corrected accordingly;

- (b) where there are errors between the total of the amounts of Schedule Nos. 3.2 to 3.5 and the amount given in Schedule No. 3.1(Grand Summary), the former shall prevail, and the latter will be corrected accordingly; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

**49. Conversion to Single Currency**

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

**50. Margin of Preference**

50.1 No margin of domestic preference shall apply.

**51. Evaluation of Proposals Financial Part**

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

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

- 51.2 If price adjustment is allowed in accordance with ITP 31.9, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Proposal evaluation.
- 51.3 If this RFP allows Proposers to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the most advantageous proposal using the methodology specified in Section III, Evaluation and Qualification Criteria.
- 52. Abnormally Low Proposals**
- 52.1 An Abnormally Low Proposal is one where the Proposal price, in combination with other elements of the Proposal, appears so low that it raises material concerns as to the capability of the Proposer to perform the Contract for the offered Proposal Price.
- 52.2 In the event of identification of a potentially Abnormally Low Proposal, the Purchaser shall seek written clarifications from the Proposer, including detailed price analyses of its Proposal price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the RFP document.
- 52.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Proposer has failed to demonstrate its capability to perform the Contract for the offered Proposal Price, the Purchaser shall reject the Proposal.
- 53. Unbalanced or Front Loaded Proposals**
- 53.1 If the Proposal that is evaluated as the lowest evaluated cost is, in the Purchaser's opinion, seriously unbalanced or front loaded the Purchaser may require the Proposer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Proposal prices with the scope of information systems, installations, proposed methodology, schedule and any other requirements of the RFP document.
- 53.2 After the evaluation of the information and detailed price analyses presented by the Proposer, the Purchaser may:
- (a) accept the Proposal; or
  - (b) if appropriate, require that the total amount of the Performance Security be increased, at the expense of the

Proposer, to a level not exceeding twenty percent (20%) of the Contract Price; or

- (c) reject the Proposal.

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

- 54. Evaluation of Combined Technical and Financial Proposals**
- 54.1 The Purchaser’s evaluation of responsive Second Stage Proposals will take into account technical factors, in addition to cost factors in accordance with Section III – Evaluation and Qualification Criteria. The weight to be assigned for the Technical features and cost, and the discount rate for net present value calculations are **specified in the PDS**. The Purchaser will rank the proposals based on the evaluated proposal score.
- 55. Best and Final Offer (BAFO)**
- 55.1 After completion of the combined technical and financial evaluation of proposals, If **specified in the PDS**, the Purchaser may invite those Proposers to submit their BAFOs. The procedure for submitting BAFOs will be **specified in the PDS**. BAFO is a final opportunity for Proposers to improve their Proposals without changing the specified business function and performance requirements in accordance with the invitation to Submit Second Stage Combined Technical and Financial Proposals, Proposers are not obliged to submit a BAFO. Where BAFO is used there will be no negotiation after BAFO.
- 55.2 BAFO will apply a two envelope procurement process. The submission of BAFOs, opening of the Technical Parts and Financial Parts and the evaluation of Proposals will follow the procedures described for the Technical, Financial and Combined evaluation above, as appropriate.
- 56. Most Advantageous Proposal**
- 56.1 The Most Advantageous Proposal is the Proposal of the Proposer that meets the Qualification Criteria, and whose Proposal has been determined to be:
- (a) substantially responsive to the RFP; and
  - (b) the best evaluated Proposal i.e., the highest scoring Proposal, in the combined technical and financial evaluation.
- 57. Negotiations**
- 57.1 If specified **in the PDS**, the Purchaser may conduct negotiations following the evaluation of Stage 2 Proposals and before the final contract award. The procedure of the negotiations will be **specified in the PDS**.

- 57.2 Negotiations shall be held in the presence of probity auditor appointed by the Purchaser.
- 57.3 Negotiations may address any aspect of the contract so long as they do not materially change the specified business function and performance requirements.
- 57.4 The Purchaser may negotiate first with the Proposer that has the Most Advantageous Proposal. If the negotiations are unsuccessful the Purchaser may negotiate with the Proposer that has the next best Most Advantageous Proposal, and so on down the list until a successful negotiated outcome is achieved.
- 58. Purchaser’s Right to Accept Any Proposal, and to Reject Any or All Proposals**
- 58.1 The Purchaser reserves the right to accept or reject any Proposal, and to annul the RFP process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Proposers. In case of annulment, all Proposals submitted and specifically, Proposal securities, shall be promptly returned to the Proposers.
- 59. Standstill Period**
- 59.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITP 63. The Standstill Period commences the day after the date the Purchaser has transmitted to each Proposer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 60. Notification of Intention to Award**
- 60.1 The Purchaser shall send to each Proposer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Proposer. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Proposer submitting the successful Proposal;
  - (b) the Contract price of the successful Proposal;
  - (c) the total combined score of the successful Proposal;
  - (d) the names of all Proposers who submitted Proposals, and their Proposal prices as readout and as evaluated prices and technical scores;

- (e) a statement of the reason(s) the Proposal (of the unsuccessful Proposer to whom the notification is addressed) was unsuccessful;
- (f) the expiry date of the Standstill Period; and
- (g) instructions on how to request a debriefing or submit a complaint during the standstill period.

## **N. AWARD OF CONTRACT**

- 61. Award Criteria**      61.1 Subject to ITP 58.1, the Purchaser shall award the Contract to the Proposer with the Most Advantageous Proposal, provided that the Proposer is determined to be eligible and qualified to perform the Contract satisfactorily.
- 62. Notification of Award**      62.1 Prior to the date of expiry of the Proposal validity and upon expiry of the Standstill Period, specified in ITP 59.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Proposer, in writing, that its Proposal has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 62.2 Within ten (10) Business days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Purchaser;
  - (b) name and reference number of the contract being awarded, and the selection method used;
  - (c) names of all Proposers that submitted Proposals, and their Proposal prices as read out at Proposal opening, and as evaluated;
  - (d) name of Proposers whose Proposals were rejected and the reasons for their rejection;
  - (e) the name of the successful Proposer, the final total contract price, the contract duration, and a summary of its scope; and

- (f) successful Proposer’s Beneficial Ownership Disclosure Form.
- 62.3 The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at least one newspaper of national circulation in the Purchaser’s Country, or in the official gazette. The Purchaser shall also publish the contract award notice in UNDB online.
- 62.4 Until a formal contract is prepared and executed, the Notification of Award shall constitute a binding Contract.
- 63. Debriefing by the Purchaser**
- 63.1 On receipt of the Purchaser’s Notification of Intention to Award referred to in ITP 60, an unsuccessful Proposer has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Proposers whose request is received within this deadline.
- 63.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Proposers of the extended standstill period.
- 63.3 Where a request for debriefing is received by the Purchaser later than the three (3) Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 63.4 Debriefings of unsuccessful Proposers may be done in writing or verbally. Proposers shall bear their own costs of attending such a debriefing meeting.
- 64. Signing of Contract**
- 64.1 The Purchaser shall send to the successful Proposer the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.

- 64.2 The successful Proposer shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.
- 64.3 Notwithstanding ITP 64.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the Information System to be supplied, where such export restrictions arise from trade regulations from a country supplying those Information System, the Proposer shall not be bound by its Proposal, always provided, however, that the Proposer can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Proposer in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Information System under the terms of the Contract.

## 65. Performance Security

- 65.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Proposer shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITP 53.2 (b), using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Purchaser. If the performance security furnished by the successful Proposer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Proposer to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.
- 65.2 Failure of the successful Proposer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security. In that event the Purchaser may award the Contract to the Proposer with the next Most Advantageous Proposal.

## 66. Adjudicator

- 66.1 Unless otherwise **stated in the PDS**, the Purchaser proposes that the person named in the **PDS** be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GCC Clause 43. In this case, a résumé of the named person is **attached to the PDS**. The proposed hourly fee for the Adjudicator is **specified in the PDS**. The

expenses that would be considered reimbursable to the Adjudicator are also **specified in the PDS**.

- 66.2 If a Proposer does not accept the Adjudicator proposed by the Purchaser, it should state its non-acceptance in its Proposal Submission Form and make a counterproposal of an Adjudicator and an hourly fee, attaching a résumé of the alternative. If the successful Proposer and the Adjudicator nominated in the **PDS** happen to be from the same country, and this is not the country of the Purchaser too, the Purchaser reserves the right to cancel the Adjudicator nominated in the **PDS** and propose a new one. If by the day the Contract is signed, the Purchaser and the successful Proposer have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the SCC clause relating to GCC Clause 43.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.

**67. Procurement  
Related  
Complaint**

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



## SECTION II - PROPOSAL DATA SHEET (PDS)

The following specific data for the Information System to be procured shall complement, supplement, or amend the provisions in the Instructions to Proposers (ITP).

Whenever there is a conflict, the provisions in the PDS shall prevail over those in ITP.

ITP Reference	A. General
ITP 1.1	<p>The reference number of the Request for Proposals is: <b>GE-OPEN NET-448767-GO-RFP</b></p> <p>The Purchaser is: <b>N(N)LE Open Net</b></p> <p>The name of the RFP is: “DEVELOPMENT OF GEO INFORMATION SYSTEM (GIS) PLATFORM FOR SIP AND BROADBAND MAP PORTALS FOR GEORGIAN NATIONAL COMMUNICATIONS COMMISSION”</p> <p>The Purchaser <b>shall not</b> accept proposals for multiple lots under this RFP.</p>
ITP 1.3 (a)	<p>Electronic Procurement <b>shall</b> apply to this procurement (e-mail address: <a href="mailto:procurement@opennet.ge">procurement@opennet.ge</a> )</p> <p>The Purchaser shall use the following electronic procurement system to manage this procurement process: <b>Not Applicable</b></p>
ITP 2.1	The Borrower is: <b>Georgia</b>
ITP 2.1	Loan or Financing Agreement amount: 35,700,000 EUR
ITP 2.1	The name of the Project is: <b>Log-In Georgia</b>
ITP 3.2	<p>The ITP 3.2 is amended as follows:</p> <p>“In further pursuance of this policy, Proposers shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records, and other documents relating to any bid submission, proposal submission, post-qualification process, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.”</p>
ITP 4.1	The maximum number of members in the JV shall be: <b>3 (three)</b>

<b>ITP 4.5</b>	<p>The ITP 4.5 is amended as follows:</p> <p>“A Proposer that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible bid for, submit proposal for, to be post-qualified for or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available on the Bank’s external website: <a href="http://www.worldbank.org/debarr.">http://www.worldbank.org/debarr.</a>”</p>
<b>ITP 6.1(a)</b>	<p>The ITP 6.1(a) is amended as follows:</p> <p>“(a) that it meets the qualification criteria. “</p>
<b>B. RFP Document</b>	
<b>ITP 8.1</b>	<p>For <b><u>Clarification of Proposal purposes</u></b> only, the Purchaser’s e-address is:</p> <p>a. For Tender issues: <a href="mailto:procurement@opennet.ge">procurement@opennet.ge</a> Attention: <b>Mr. Alexander Tsereteli</b></p> <p>b. For Technical Specifications issues: <a href="mailto:a.karumidze@comcom.ge">a.karumidze@comcom.ge</a> Attention: <b>Mr. Sandro Karumidze</b></p> <p>Requests for clarification should be received by the Purchaser no later than: <b>5 business days prior to the deadline for submission of Proposals.</b></p>
<b>ITP 8.1</b>	<p>Web page: <a href="http://www.opennet.ge">www.opennet.ge</a>; <a href="http://www.comcom.ge">www.comcom.ge</a></p>
<b>ITP 8.4</b>	<p>A Pre-Proposal meeting shall take place <b>electronically</b> on the following date and time :</p> <p>Date: November 11, 2024 Time: <b>15:00</b> (local time) Join Zoom Meeting: <a href="https://us06web.zoom.us/j/89759836723?pwd=aaRuWrHF9fpvRIRYYhdCsN7uP9KkCZ.1">https://us06web.zoom.us/j/89759836723?pwd=aaRuWrHF9fpvRIRYYhdCsN7uP9KkCZ.1</a> Meeting ID: 897 5983 6723 Passcode: 678064</p>
<b>C. Preparation of Proposals</b>	
<b>ITP 12.1</b>	<p>The language of the Proposal is: <b>“English”</b></p>

	<p>All correspondence exchange shall be in <b>English</b> language.</p> <p>Language for translation of supporting documents and printed literature is <b>English</b>.</p>
<p><b>ITP 13.1 (c)</b></p>	<p>The ITP 13.1(c) (ii) is amended as follows:</p> <p>“(ii)        <u>Attachment 2: Proposer’s Qualifications</u></p> <p style="padding-left: 40px;">Documentary evidence establishing to the Purchaser’s satisfaction that the Proposer meets the qualification requirements.</p> <p style="padding-left: 40px;">Any Manufacturer’s Authorizations and Subcontractor Agreements in accordance with ITP 6.1 (b) and (c);</p> <p style="padding-left: 40px;">Documentary evidence regarding the Joint Venture partnership (if any) in accordance with ITP 4.1 “</p>
<p><b>ITP 13.1 (d)</b></p>	<p>The Supplier shall submit with its Proposal the following additional documents:</p> <p>The additional documents shall include the following:</p> <p><b>1) Code of Conduct for Supplier’s Personnel (ES)</b></p> <p>The Supplier shall submit its Code of Conduct that will apply to the Supplier’s Personnel (as defined in GCC sub-clause 1.1) employed in the execution of the Contract at the Project Site/s to ensure compliance with the Supplier’s Environmental and/or Social obligations under the Contract, as applicable. The Supplier shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Supplier may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p>2) At the First Stage Technical Proposal the Supplier is expected to provide <b>information on possible Recurrent Costs</b> in a way to describe any recurring costs that will be required for support, maintenance, operations and software licenses to operate the solution.</p> <p>3) <b>Conformity of the Information System to the RFP documents:</b></p> <p>a) Detailed description of the methodology to design and implement proposed system and its sub-systems in accordance with technical and functional requirement of the Purchaser described in the Section VII. Requirements of the Information System;</p> <p><b>Note 1:</b> The Supplier shall list open source at the beginning in its First Stage Proposal as the Purchaser mostly prefers open-source solutions.</p>

	<p>b.i). The Conformity of the methodology shall be proved in accordance with ITP 16 Documents Establishing Conformity of the Information System;</p> <p>b.ii). A written confirmation by the Supplier that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Section VII. Requirements of the Information System;</p> <p>(c). Item-by-Item commentary on the Technical Requirements demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies and Services offered to those Technical Requirements.</p> <p>In demonstrating the responsiveness of its proposed solution, the Supplier must use the responsiveness checklist (Format). Among other things, the checklist should contain explicit cross-references to the relevant pages in supporting materials, if any included the Supplier’s Technical Proposal.</p> <p>d) Support materials (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate.</p> <p>e) Any deviations in their First Stage Technical-Only Proposal with respect to the requirement of the Purchaser described in the Section VII Requirements of the Information System;</p> <p><b>Note 2:</b> The Supplier’s response must provide clear evidence for the evaluation team to assess the credibility of the response. The Supplier should indicate that – and to the greatest extent practical – how the Supplier would comply with the requirements.</p> <p>4. At the First Stage Technical Proposal the Supplier is expected to provide <b>information on hosting server possible location</b>: either in Georgia or in a country of EU.</p>
ITP 16.2 (a)	<p>In addition to the topics described in ITP Clause 16.2 (a), the Preliminary Project Plan must address the following topics:</p> <ul style="list-style-type: none"> <li>(i) <b>Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules;</b></li> <li>(ii) <b>Implementation Sub-Plan;</b></li> <li>(iii) <b>Training Sub-Plan;</b></li> <li>(iv) <b>Testing, Piloting and Quality Assurance and Acceptance Sub-Plan;</b></li> <li>(v) <b>Warranty Defect Repair (including Bug fixing) and Technical Support Service Sub-Plan</b></li> <li>(vi) <b>In case of JV: the distribution of tasks among members</b></li> </ul>
<b>ITP 18.1 and ITP 36.1</b>	In addition to the original of the Proposal, the number of copies is: <b>Not Applicable</b>

<b>ITP 18.2, ITP 35.1 and ITP 35.2</b>	<p>The written confirmation of authorization to sign on behalf of the Supplier shall consist of:</p> <p>The Supplier shall submit the partners’/shareholders’ decision empowering the Director of the company to sign the Proposal on behalf of the Supplier. If the Proposal is signed by any other person, rather than a director, the Supplier shall submit a written Power of Attorney authorizing the person to sign the bid on behalf of the Supplier. Failing to meet such requirement the Proposal may be rejected;</p> <p>In case of JV: 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;</p> <p>Details of any JV arrangement, including agreement, draft agreement or letter of intent, ((i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution (iii) stating the proportions of services to be carried out by each member, including the values of such portions and (iv) details of financial arrangements between the parties, such are transfer of funds received from the Purchaser (the Purchaser will reimburse the funds allocated under this contract to the main partner of JV, which will be responsible for their further distribution among the partners).</p>
<b>D. Submission of First Stage Technical Proposals</b>	
<b>ITP 20.1</b>	<p>For <b><u>Proposal submission purposes</u></b> only, the Purchaser’s e-address is:  <b>procurement@opennet.ge</b></p> <p>Attention: <b>Alexander Tsereteli</b></p> <p>Telephone: <b>+995 032 240 01 78</b></p> <hr/> <p><b>The deadline for Proposal submission is:</b></p> <p>Date: December 12, 2024</p>
<b>ITP 20.1 and ITP 36.1</b>	<p>Suppliers <i>shall</i> submit their Proposals electronically.</p> <p><b><u>The First Stage electronic Proposals</u></b> submission procedures shall be:</p> <p>(a) <b>Technical Proposal:</b> one open electronic file in pdf format;</p> <p><i>The title of the submitted file shall contain the brief name of Supplier (acronym) and clearly marked “FIRST STAGE TECHNICAL PROPOSAL”.</i></p> <p><b>General Considerations for Submission of Proposals:</b></p> <p>The Supplier shall inform the Purchaser by <a href="mailto:procurement@opennet.ge">procurement@opennet.ge</a> the e-mail addresses of Supplier’s designated representatives who will attend the online</p>

	<p>opening meetings of the First Stage Proposal not later than <b>3 working days before this submission deadline.</b></p> <p>The Suppliers will be invited to the remote opening of via Zoom application.</p>
<b>ITP 23.1</b>	<p>The <b>First Stage Technical Proposal</b> opening shall take place <b>remotely via Zoom application.</b></p> <p><b>The opening date of the First Stage Technical Proposal is:</b></p> <p><b>Date: December 13, 2024, 11:00 (local time)</b></p> <p><b>Join Zoom Meeting:</b></p> <p><a href="https://us06web.zoom.us/j/82697913104?pwd=K9JuUdKjL7HCSwc4J5xpIkW3eTmru9.1">https://us06web.zoom.us/j/82697913104?pwd=K9JuUdKjL7HCSwc4J5xpIkW3eTmru9.1</a></p> <p>Meeting ID: 826 9791 3104</p> <p>Passcode: 554762</p>
<b>ITP 23.1 and ITP 40.1</b>	<p>The electronic Proposal opening procedures shall be:</p> <p><b>Suppliers will be invited to the remote meeting via Zoom application.</b></p>
<b>ITP 26.1</b>	<p>The ITP 26.1 is amended as follows:</p> <p>“The Purchaser shall ascertain to its satisfaction that the Proposer continues to be qualified to satisfactorily perform the Contract. If there are issues with the qualification of the Proposer, the Purchaser may explore ways to address the issues with the Proposer during clarification meeting(s) pursuant <b>to ITP 27.</b>”</p>
<b>ITP 26.3</b>	<b>Not Applicable</b>
<b>ITP 26.4</b>	<b>Not Applicable</b>
<b>ITP 28.1(b)</b>	<p>The ITP 28.1 (b) (ii) is amended as follows:</p> <p>“(ii) notify the Proposer that its Proposal has been rejected on the grounds of being non-responsive, or that the Proposer does not meet the minimum qualification requirements.”</p>
<b>ITP 29.2 (d)</b>	<p>The ITP 29.2 (d) (i) is amended as follows:</p> <p>“<u>i</u> <b>Attachment 1:</b> Proposer’s Eligibility and Qualification - documentary evidence establishing to the Purchaser’s satisfaction that the Proposer meets the qualification requirements. Any changes in the information submitted in the first stage technical proposal. The Proposer shall also provide any updated/missing Manufacturer’s Authorizations, documentary evidence of non-exclusion from proposing software items, and/or Open Source software licenses and Subcontractor Agreements specified as required in the PDS for ITP 6.1 (b) and</p>

	ITP 6.1 (c). Documentary evidence regarding the Joint Venture partnership (if any) in accordance with ITP 4.1”
<b>G. PREPARATION OF SECOND STAGE TECHNICAL AND FINANCIAL PROPOSALS</b>	
<b>ITP 29.2 (e)</b>	The Supplier shall submit with its <b>Second Stage Technical Proposal</b> the following additional document:  The Second Stage Proposal Table of Contents and Checklist provided in Section IV - Proposal Forms for the Second Stage Proposal.
<b>ITP 29.4 (d)</b>	The Supplier shall submit with its Proposal the following additional documents: <b>None</b>
<b>ITP 31.1</b>	<b>Suppliers must quote for the entire Information System on a single responsibility basis</b> such that the total Proposal price covers all the Supplier’s obligations mentioned in or to be reasonably inferred from the RFP including the design, manufacture, supply, installation, testing, pre-commissioning, commissioning of the Information System and, where so required in the RFP document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance, training services and any other items and services and Recurrent Costs after the Warranty Period
<b>ITP 31.3</b>	The Supplier must Propose Recurrent Cost Items specified in the Technical Requirements, Recurrent Cost Sub-Table of the System Inventory Tables in Section VII. These must be priced separately and summarized in the corresponding cost tables in the Sample Proposal Forms (Section IV), in accordance with the instructions provided in the tables.  <b>Recurrent Costs for the scope of warranty services</b> , defined in GCC Clause 29.4 shall be included in the Proposal Price of the entire Information System in the Financial Part which means that Recurrent Costs of the Warranty Period will be covered from the contract with Supplier.
<b>ITP 31.3 (a)</b>	The Supplier <b>must not</b> propose contracts for Recurrent Cost Items not included in the main Contract.
<b>ITP 31.6</b>	The Incoterms edition is: <b>Not Applicable.</b>
<b>ITP 31.6(a) and (c)</b>	Named place of destination is: <b>Georgia</b> Named place of the final destination (or Project site) is: <b>Tbilisi</b>
<b>ITP 31.9</b>	The prices quoted by the Supplier <b>shall not</b> be subject to adjustment during the performance of the Contract.

<b>ITP 32.1</b>	The Supplier is <b>not</b> required to quote in the currency of the Purchaser’s Country the portion of the Proposal price that corresponds to expenditures incurred in that currency.
<b>ITP 33</b>	A Proposal Security <b>shall not be</b> . A Proposal-Securing Declaration <b>shall be</b> .
<b>ITP 33.3 (d)</b>	Other types of acceptable securities: <b>None</b>
<b>ITP 33.9</b>	If the Supplier performs any of the actions prescribed in ITP 33.9 (a) or (b), the Borrower will declare the Supplier ineligible to be awarded contracts by the Purchaser for a period of <i>I</i> years.
<b>ITP 34.3</b>	The Proposal price shall be adjusted by the following factor(s): <b>Not Applicable</b>
<b>H. SUBMISSION OF SECOND STAGE TECHNICAL AND FINANCIAL PROPOSALS</b>	
<b>ITP 36.1</b>	<p>Stage 2 Proposals must be received by the Purchaser no later than the date and time indicated in the <b>Letter of Invitation</b> to submit Stage 2 Proposals.</p> <p><b><u>The Second Stage of electronic Proposals</u></b> submission procedures shall be:</p> <p>Suppliers <b>shall</b> submit their Proposals electronically.</p> <p>The Supplier shall deliver the Proposal in two separate files. One file containing the Technical Part and the other file containing the Financial Part ensuing the following format:</p> <p>(a) <b>Technical Part Stage 2:</b> one open electronic file in pdf format;  (b) <b>Financial Part:</b> separate one electronic <b><u>closed/password protected</u></b> file in pdf format.</p> <p><i>The title of submitted files shall contain the brief name of Supplier (acronym) and clearly marked “STAGE 2 PROPOSAL TECHNICAL PART” and “<u>STAGE 2 PROPOSAL FINANCIAL PART CONFIDENTIAL BEFORE FINANCIAL OPENING</u>”.</i></p> <p><b>Late Proposals will be rejected.</b></p> <p>After finalizing the evaluation of Second Stage Technical Proposals, the Suppliers will be invited to the public opening of their Financial Parts.</p> <p><b><i>General Considerations for Submission of Proposals:</i></b></p> <p>The Supplier shall inform the Purchaser by <a href="mailto:procurement@opennet.ge">procurement@opennet.ge</a> the e-mail addresses of Supplier’s designated representatives who will attend the online opening meetings of the Second Stage Technical Proposal not later than <b>3 working days before this submission deadlines</b>. The Suppliers will be invited to the remote opening of via Zoom application.</p>



<b>I. SECOND STAGE: PUBLIC OPENING OF TECHNICAL PARTS</b>											
<b>ITP 40.1</b>	The <b>Second Stage Technical Proposal</b> opening shall take place <i>remotely via Zoom application</i> on date and time specified in the <b>Letter of Invitation</b> to submit Stage 2 Proposals.										
<b>ITP 44.2</b>	<p>The technical factors (sub-factors) and the corresponding weight out of 100 are:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Technical Factor</th> <th style="text-align: center;">Weight</th> </tr> </thead> <tbody> <tr> <td>1. Experience of the Proposers specifically related to the assignment.</td> <td style="text-align: center;"><b>30</b></td> </tr> <tr> <td>2. Adequacy of methodology and the proposed work plan in responding to the Terms of Reference.</td> <td style="text-align: center;"><b>40</b></td> </tr> <tr> <td>3. Qualifications and competence of the key staff related to the assignment.</td> <td style="text-align: center;"><b>30</b></td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: center;"><b>100</b></td> </tr> </tbody> </table> <p>The technical proposal scoring methodology is specified in Section III- Evaluation and Qualification Criteria.</p> <p><b>The minimum technical score T required to pass is: <u>85 POINTS</u></b></p> <p><b>Note 1:</b> The Financial Proposals of Suppliers, who were considered substantially responsive according to ITP 43.1 and passed minimum technical score (T) will be opened at the public opening of Financial Proposals.</p>	Technical Factor	Weight	1. Experience of the Proposers specifically related to the assignment.	<b>30</b>	2. Adequacy of methodology and the proposed work plan in responding to the Terms of Reference.	<b>40</b>	3. Qualifications and competence of the key staff related to the assignment.	<b>30</b>	<b>Total</b>	<b>100</b>
Technical Factor	Weight										
1. Experience of the Proposers specifically related to the assignment.	<b>30</b>										
2. Adequacy of methodology and the proposed work plan in responding to the Terms of Reference.	<b>40</b>										
3. Qualifications and competence of the key staff related to the assignment.	<b>30</b>										
<b>Total</b>	<b>100</b>										
<b>ITP 45.1 a (iii)</b>	<p>After finalizing the evaluation of Second Stage Technical Proposals, the Suppliers will be invited to the public opening of their Financial Proposals. The Purchaser will notify in writing on date and time of public opening of Financial Proposals.</p> <p>Note: Only Financial Proposals of those Suppliers will be opened whose Proposals were considered substantially responsive. Financial Proposals of those Suppliers’ whose Proposals were considered as substantially non-responsive will be returned to them unopened after the completion of the Proposal evaluation process and the signing of the Contract.</p>										
<b>K. SECOND STAGE: OPENING OF FINANCIAL PARTS</b>											
<b>ITP 46.1</b>	<i>Suppliers will be invited to the virtual proposal opening meeting and will be asked to name their representatives to attend the Financial Proposals’ opening meeting and submit electronic addresses of such representatives.</i>										

	<p>Any interested party who wishes to attend this public opening should contact <b>Procurement Team</b> to <a href="mailto:procurement@opennet.ge">procurement@opennet.ge</a> and request to be notified of the location, date and time of the public opening of Financial Proposals.</p> <p>The <b>Financial Proposals</b> will be opened in public by the Purchaser in the presence of Suppliers, or their designated representatives, and anyone else who chooses to attend. <i>Electronic closed/password protected Financial Parts will be opened via Zoom application.</i></p> <p>The electronic Proposal opening procedures shall be:</p> <p>At the public meeting Suppliers will be asked to provide Purchaser with the <b><u>codes of the protected files of their Financial Proposals</u></b>. Then, the Financial Proposals will be opened and read-out prices shared on the screen for all participants of the meeting. The Purchaser will read out the names of each Supplier, the technical score, and the total Proposal prices, including any discounts, the presence or absence of a Proposal-Securing Declaration, and any other details as the Purchaser may consider appropriate. The Purchaser will record Proposal prices and distribute the minutes among the Suppliers, who submitted Proposals.</p> <p>Note 1: The Participation in online opening of Financial Parts is mandatory for the Suppliers', whose 2<sup>nd</sup> Stage Technical Proposals were considered substantially responsive according to ITP 43.1 and passed minimum technical score 70 POINTS. Such Suppliers will be rejected if they have been invited to the Public Opening of the Financial Proposals and will not attend the meeting to provide codes for their closed/protected Financial Proposal files.</p> <p>The Supplier is responsible to provide the correct code during the opening session. If the Supplier does not provide the correct code and the Financial Proposal does not open during the opening session, such proposal will be rejected.</p>
<b>ITP 49.1</b>	<p>The currency(ies) of the Proposal shall be converted into a single currency as follows: <b><i>Georgian Lari (GEL)</i></b></p> <p>The currency that shall be used for Proposal evaluation and comparison purposes to convert at the selling exchange rate all Proposal prices expressed in various currencies into a single currency is: <b><i>GEL</i></b></p> <p>The source of the exchange rate shall be: <b><i>National Bank of Georgia</i></b></p> <p>The date for the exchange rate shall be the deadline for submission of Second Stage Proposals as specified in ITP 37 unless otherwise specified by the Purchaser.</p>
<b>ITP 51.3</b>	<p>Proposals for Subsystems, lots, or slices of the overall Information System will not be accepted.</p>
<b>ITP 54.1</b>	<p>The weight to be given for cost X is: <b>0.25</b></p> <p>The weight to be given to the Technical Score (1-X): <b>0.75</b></p>
<b>ITP 55.1</b>	<p><b>BAFO does not apply</b></p>

<b>ITP 57.1</b>	Negotiation <b>does not apply</b>
<b>ITP 64.1</b>	The successful Supplier <b>shall</b> submit the Beneficial Ownership Disclosure Form.
<b>ITP 66.1</b>	<b>An Adjudicator is not proposed at the beginning of this Contract.</b>
<b>ITP 67.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” If a Supplier wishes to make a Procurement-related Complaint, the Supplier should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p style="padding-left: 40px;"><b>For the attention:</b> Mr. Alexander Tsereteli</p> <p style="padding-left: 40px;"><b>Title/ position:</b> International Relations and Projects Manager</p> <p style="padding-left: 40px;"><b>Purchaser:</b> N(N)LE Open Net</p> <p style="padding-left: 40px;"><b>Email address:</b> procurement@opennet.ge</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of this request for proposal document;</li> <li>2. the Purchaser’s decision to exclude a Supplier from the procurement process prior to the award of contract; and</li> <li>3. the Purchaser’s decision to award the contract.</li> </ol>

**Résumé of the proposed Adjudicator.**

**Not Applicable**

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

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

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## First Stage Technical Proposals

### 4. Evaluation (ITP 25.1 (h))

In addition to the criteria listed in ITP 25.1 (a) – (f) the following factors shall apply: **None**

### 5. Qualification Criteria and Requirements

#### 1 Eligibility &

#### 2 Historical Contract Non-Performance

Criteria			Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject	Requirement		All Members Combined	Each Member	One Member	Submission Requirements
1.1	<b>Nationality</b>	Nationality in accordance with ITP 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITP 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Proposal Submission Letter
1.3	<b>Bank Eligibility</b>	Not having been declared ineligible by the Bank, as described in ITP 4.5, 5.1 and Section V	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Proposal Submission Letter
1.4	<b>United Nations resolution or Borrower's country law</b>	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Proposer's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITP 4.8	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Criteria			Single Entity Requirements	Joint Venture			Documentation
No.	Subject	Requirement		All Members Combined	Each Member	One Member	Submission Requirements
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract <sup>1</sup> did not occur as a result of Supplier's default since 1 <sup>st</sup> January 2022.	Must meet requirement <sup>1</sup>	Must meet requirements	Must meet requirement <sup>2</sup>	N/A	Form CON-2
2.2	<b>Suspension Based on Execution of a Bid or Proposal Securing Declaration by the Purchaser</b>	Not under suspension based on execution of Bid or Proposal Securing Declaration pursuant to ITP 4.7.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Proposal Submission Letter
2.3	<b>Pending Litigation</b>	Proposer's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Proposer	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Proposer <sup>3</sup> since 1 <sup>st</sup> January 2020.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.6	<b>Bank's SEA and/or SH Disqualification</b>	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor)	N/A	Must meet requirement (including each subcontractor proposed by the Proposer)	N/A	Proposal Submission Letter, Form CON-3

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

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

### 3. Financial Situation and Performance

Criteria			Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject	Requirement		All Members Combined	Each Member	One Member	Submission Requirements
3.1	<b>Financial Capabilities</b>	(i) The Proposer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as USD \$ 100,000.00 for the subject contract(s) net of the Proposer's other commitments.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments
		(ii) The Proposer shall also demonstrate, to the satisfaction of the Purchaser, that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	
		(iii) The audited balance sheets or, if not required by the laws of the Proposer's country, other financial statements acceptable to the Purchaser, for the last 3(three) years shall be submitted and must demonstrate the current soundness of the Proposer's financial position and indicate its	Must meet requirement	N/A	Must meet requirement	N/A	

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



Criteria			Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject	Requirement		All Members Combined	Each Member	One Member	Submission Requirements
		prospective long-term profitability.					
3.2	<b>Average Annual Turnover</b>	Minimum average annual turnover in Information Systems Design, and/or Supply and/or Installation of US\$ 750,000.00 calculated as total certified payments received for contracts in progress and/or completed within the last 3 (three) years, divided by 3(three) years.	Must meet requirement	Must meet requirement	Must meet 25(twenty-five) %, of the requirement	Must meet 50 (fifty) %, of the requirement	Form FIN – 3.2

#### 4. Experience

Criteria			Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject	Requirement		All Members Combined	Each Member	One Member	Submission Requirements
4.1	<b>General Experience</b>	Experience in Information Systems Design, and/or Supply and/or Installation contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last 5 (five) years, starting 1 <sup>st</sup> January 2020.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	<b>Specific Experience</b>	A minimum number of 4 (four) similar contracts specified below that have been satisfactorily and substantially <sup>4</sup> completed as a prime contractor, joint venture member <sup>5</sup> ,	Must meet requirement	Must meet requirement <sup>6</sup>	N/A	N/A	Form EXP 4.2

<sup>4</sup> Substantial completion shall be based on 80% or more of the contracts completed.

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

<sup>6</sup> In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the

Criteria			Single Entity Requirements	Joint Venture Requirements			Documentation
No.	Subject	Requirement		All Members Combined	Each Member	One Member	Submission Requirements
		<p>management contractor or subcontractor between 1st January 2019 and Proposal submission deadline.</p> <p>Each of the contracts required above shall meet the following minimum key requirements:</p> <p>A. (1) Be at least 100,000 Euro; (2) Use GIS technology and (3) Have software development as a main component.</p> <p>B. (1) With user authorization, (2) different access user levels to different GIS layers, (2) reporting or/and help systems, (3) data validation modules (4) Bulk import/export.</p>					

## 6. Key Personnel

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

*[If the contract has been assessed to present potential or actual cyber security risks, this list must include Cyber security expert/s]*

No.	Position	Overall Experience (years)	Relevant Experience (years)
1	Team leader	10	5
2	System architect	5	5
3	GIS developer	5	5
4.	Web developer	5	5

requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

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

#### 7. **Subcontractors/vendors/manufacturers**

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

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

<b>Item No.</b>	<b>Description of Item</b>	<b>Minimum Criteria to be met</b>
1		
2		
3		
...		

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

### **Second Stage Financial and Technical Proposals**

#### 8. **Evaluation of Technical Part (ITP 44)**

*Assessment of adequacy of Technical Proposal with Requirements in accordance with ITP 44.*

The total technical points assigned to each Proposal in the Evaluated Proposal Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the Proposal in accordance with the criteria set forth below.

(a)

<b>Technical Factor</b>	<b>Weight</b>
1. Experience of the Proposers specifically related to the assignment.	<b>30</b>
2. Adequacy of methodology and the proposed work plan in responding to the Terms of Reference.	<b>40</b>

3. Qualifications and competence of the key staff related to the assignment.	<b>30</b>
<b>Total</b>	<b>100</b>

- (b) As specified **in the PDS**, each category is given a weight and within each category each feature may also be given a weight.
- (c) During the evaluation process, the evaluation committee will assign each feature a whole number score from 0 to 4, where 0 means that the feature is absent, and 1 to 4 either represent predefined values for the features amenable to an objective way of rating, or if the feature represents a functionality (e.g., of a software package), or a quality improving the prospects for a successful implementation (such as the strengths of the proposed project staff, the methodology, the elaboration of the project plan, etc., in the Proposal), the scoring will be 1 for the feature being present but showing deficiencies; 2 for meeting the requirements; 3 for marginally exceeding the requirements; and 4 for significantly exceeding the requirements.
- (d) The score for each feature (i) within a category (j) will be combined with the scores of features in the same category as a weighted sum to form the Category Technical Score using the following formula:

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

where:

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

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

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

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

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

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

where:

$S_j$  = the Category Technical Score of category “j”

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

$n$  = the number of categories

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

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

The following factors and methods will apply:

### (a) Recurrent Costs

Recurrent costs for 3-year warranty service period, indicated separately for the years 2026, 2027 and 2027 for the following items:

- Costs of hosting of the system in the Cloud
- Cost of system support including defect removal (with bug fixing)
- Cost of future payment for licensed software components that are used in the system, shall be included in the cost of Financial proposal and will be considered inseparably from Proposal Price.

Man-hour cost of software developers and other professional roles for future development of system components for the 3-year period of 2026, 2027 and 2028 will not included in the main contract, but will be used in a separate contract signed together with the main contract at the stage of acceptance.

### (b) Specific additional criteria

The relevant evaluation method, if any, shall be as follows: **None**

## 1. Combined Evaluation (ITP 54.1)

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

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

In such a case, an Evaluated Proposal Score (B) will be calculated for each responsive Proposal using the following formula (for comparison in percentages), which permits a comprehensive assessment of the evaluated cost and the technical merits of each Proposal:

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

Where:

- $C$  = Evaluated Proposal Cost
- $C_{low}$  = the lowest of all Evaluated Cost among responsive Proposals
- $T$  = the total Technical Score awarded to the Proposal
- $T_{high}$  = the Technical Score achieved by the Proposal that was scored best among all responsive Proposals
- $X$  = weight for the Cost as specified in the PDS

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

## SECTION IV - PROPOSAL FORMS

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# 1. Proposal Submission Form – First Stage Technical Proposal

Date: [Proposer insert: **date of Proposal**]  
Loan/Credit No.: [Purchaser insert: **number**]  
RFP: [Purchaser insert: **RFP name and number**]  
Contract: [Purchaser insert: **name of Contract**]

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

Dear Sir or Madam:

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

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

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

[As appropriate, include or delete the following paragraph]

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

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

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

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

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

**Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor].

We [where JV, insert: “including any of our JV members”], and any of our subcontractors:

- (i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]



- (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group, or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

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

State-owned enterprise or institution: *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITP 4.6];*

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

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

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

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

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

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

**ENCLOSURES:**

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

- Attachment 1 Proposer's Eligibility
- Attachment 2 Updated Proposer's Qualifications (including Manufacturer's Authorizations and Subcontractor Agreements if and as required)
- Attachment 3 Proposed Subcontractors
- Attachment 4 Intellectual Property (Software and Materials Lists)
- Attachment 5 Conformity of the Information System to the RFP documents
- Attachment 6 Deviations
- Attachment 7 Alternative Proposals
- Attachment 8: Code of Conduct

*[Note: If required in PDS ITP 13.1(d), include:*

*“Attachment 9: method statement, management strategies and implementation plans and innovations, to manage cyber security risks.”][List any further attachments or other enclosures]*

**Proposal Table of Contents and Checklist**

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

item	present: y/n	page no.
First Stage Technical-Only Proposal Submission Form .....		
Signature Authorization (for Joint Ventures additionally including the authorizations listed in ITP Clause 6.2) .....		
Attachment 1: Proposer’s Eligibility .....		
Attachment 2: Proposer’s Qualifications (any updates) .....		
Manufacturer’s Authorizations .....		
Subcontractor’s Agreements.....		
Attachment 3: Proposed Subcontractors .....		
Attachment 4: Intellectual Property .....		
Attachment 5: Conformity of the Information  to the RFP documents .....		
Attachment 7: Alternative Proposals .....		
Attachment 8: Code of Conduct .....		
<i>[If required in PDS ITP 13.1(d), include Attachment 9: method statement, management strategies and implementation plan and innovations, to manage cyber security risks.]</i>		

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

### INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

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

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

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

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

Dear Sir or Madam:

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

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

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

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

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

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

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

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

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

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

**Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor].*

We *[where JV, insert: “including any of our JV members”]*, and any of our subcontractors:

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

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

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

State-owned enterprise or institution: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITP 4.6*];

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

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

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

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

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

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

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

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

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

**ENCLOSURES:**

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

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

Attachment 1 Proposer's Eligibility

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

Attachment 3 Proposed Subcontractors

Attachment 4 Intellectual Property (Software and Materials Lists)

Attachment 5 Conformity of the Information System to the RFP documents

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

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

### INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

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

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

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

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

Dear Sir or Madam:

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

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

	<i>[ insert: amount of local currency in words ]</i>	<i>( [ insert: amount of local currency in figures from corresponding Grand Total entry of the Grand Summary Cost Table ] )</i>
plus	<i>[ insert: amount of foreign currency A in words ]</i>	<i>( [ insert: amount of foreign currency A in figures from corresponding Grand Total entry of the Grand Summary Cost Table ] )</i>

*[ as appropriate, add the following ]*



plus [ insert: amount of foreign currency B in words ] ([ insert: amount of foreign currency B in figures from corresponding Grand Total entry of the Grand Summary Cost Table ])

plus [ insert: amount of foreign currency C in words ] ([ insert: amount of foreign currency C in figures from corresponding Grand Total entry of the Grand Summary Cost Table ])

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

The discounts offered and the methodology for their application are:

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

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

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

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

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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

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

ENCLOSURES:

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

Price Schedules

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

## Second Stage Proposal Table of Contents and Checklist

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

Item	present: y/n	page no.
Second Stage Combined Technical and Financial Proposal Submission Form .....		
Signature Authorization (for Joint Ventures additionally including the authorizations listed in ITP Clause 6.2).....		
Proposal-Securing Declaration or Proposal-Security (if and as required).....		
Price Schedules .....		
Attachment 1: Proposer’s Eligibility .....		
Attachment 2: Proposer’s Qualifications .....		
Manufacturer’s Authorizations .....		
Subcontractor’s Agreements.....		
Attachment 3: Proposed Subcontractors .....		
Attachment 4: Intellectual Property .....		
Attachment 5: Conformity of the Information System to the RFP documents.....		
<i>[include if any update is needed/required:</i> Attachment 6: <i>method statement, management strategies and implementation plans and innovations to manage cyber security risks.]</i> .....		

## 3. Price Schedule Forms

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

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#### General

1. The Price Schedules are divided into separate Schedules as follows:

- 3.1 Grand Summary Cost Table
- 3.2 Supply and Installation Cost Summary Table
- 3.3 Recurrent Cost Summary Table
- 3.4 Supply and Installation Cost Sub-Table(s)
- 3.5 Recurrent Cost Sub-Tables(s)
- 3.6 Country of Origin Code Table

*[Insert: any other Schedules as appropriate]*

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

#### Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Proposer. As specified in the Proposal Data Sheet, prices shall be fixed and firm for the duration of the Contract.
5. Proposal prices shall be quoted in the manner indicated and in the currencies specified in ITP 31 and ITP 32. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these RFP documents.
6. Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITP 32, no more than three foreign currencies may be used.

### 3.1 Grand Summary Cost Table

		<i>[ insert: Local Currency ] Price</i>	<i>[ insert: Foreign Currency A ] Price</i>	<i>[ insert: Foreign Currency B ] Price</i>	<i>[ insert: Foreign Currency C ] Price</i>
1.	Supply and Installation Costs (from Supply and Installation Cost Summary Table)				
2.	Recurrent Costs (from Recurrent Cost Summary Table) <sup>1</sup>				
3.	Grand Totals (to Proposal Submission Form)				

Name of Proposer:		
Authorized Signature of Proposer:		

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<sup>1</sup>Shall not exceed 15% of Proposal Price



			<b>Supply &amp; Installation Prices</b>				
			<b>Locally supplied items</b>	<b>Items supplied from outside the Purchaser’s Country</b>			
<b>Line Item No.</b>	<b>Subsystem / Item</b>	<b>Supply and Installation Cost Sub-Table No.</b>	<i>[ insert: Local Currency ]</i> Price	<i>[ insert: Local Currency ]</i> Price	<i>[ insert: Foreign Currency A]</i> Price	<i>[ insert: Foreign Currency B]</i> Price	<i>[ insert: Foreign Currency C]</i> Price
SUBTOTALS							
TOTAL (To Grand Summary Table)							

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

Refer to the relevant Supply and Installation Cost Sub-Table for the specific components that constitute each Subsystem or line item in this summary table

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

### 3.3 Recurrent Cost Summary Table

*[as necessary for supply, installation, and achieving Operational Acceptance of the System, specify items in the Table below, modifying, deleting, or expanding the sample line items and sample table entries as needed.]*

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

<b>Line Item No.</b>	<b>Subsystem / Item</b>	<b>Recurrent Cost Sub-Table No.</b>	<i>[ insert: Local Currency ] Price</i>	<i>[ insert: Foreign Currency A ] Price</i>	<i>[ insert: Foreign Currency B ] Price</i>	<i>[ insert: Foreign Currency C ] Price</i>
1	Costs for year 2026, 2027, 2028 of 1) Hosting of the system in the Cloud 2) System support including defect removal (with bug fixing) 3) licensed software components that are used in the system					
	Subtotals (to Grand Summary Table)					

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

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Name of Proposer:		
Authorized Signature of Proposer:		

### 3.4 Supply and Installation Cost Sub-Table

#### Not Applicable

System or Subsystem number: *[if a multi-lot procurement, insert: Subsystem number; otherwise, state “entire System procurement”]*

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

*[as necessary for supply, installation, and achieving Operational Acceptance of the System, specify items in the Table below, modifying, deleting, or expanding the sample line items and sample table entries as needed.]*

Prices, rates, and subtotals MUST be quoted in accordance with ITP 31 and 32.

				Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside the Purchaser’s Country				Supplied Locally	Supplied from outside the Purchaser’s Country			
Component No.	Component Description	Country of Origin Code	Quantity	<i>[ insert: local currency]</i>	<i>[ insert: local currency]</i>	<i>[ insert: foreign currency A ]</i>	<i>[ insert: foreign currency B ]</i>	<i>[ insert: foreign currency C ]</i>	<i>[ insert: local currency]</i>	<i>[ insert: local currency]</i>	<i>[ insert: foreign currency A ]</i>	<i>[ insert: foreign currency B ]</i>	<i>[ insert: foreign currency C ]</i>
X.1	_____	--	--	--	--	--	--	--					
Subtotals (to <i>[ insert: line item ]</i> of Supply and Installation Cost Summary Table)													

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

Name of Proposer:	
Authorized Signature of Proposer:	

### 3.5 Recurrent Cost Sub-Table

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

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

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

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

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

		Maximum all-inclusive costs (for costs in <i>[ insert: <b>currency ]</b> )</i>						
Component No.	Component	2026	2027	2028	--	--	--	Sub-total for <i>[ insert: <b>currency ]</b> ]</i>
1.	Costs of hosting of the system in the Cloud				--	--	--	
2.	Cost of system support including defect removal (with bug fixing)				--	--	--	
3.	Cost of future payment for licensed software components that are used in the system				--	--	--	
4.	Man-hour cost of software developers and other professional roles for future development of system components if required :							
4.1	Team leader				--	--	--	--

Component No.	Component	Maximum all-inclusive costs (for costs in [ insert: <i>currency</i> ])						Sub-total for [ insert: <i>currency</i> ]
		2026	2027	2028	--	--	--	
4.2	System Architect				--	--	--	--
4.3	GIS Developer				--	--	--	--
4.4	Web Developer				--	--	--	--
Cumulative Subtotal (to [ insert: <i>currency</i> ] entry for [ insert: <i>line item</i> ] in the Recurrent Cost Summary Table)								

Name of Proposer:	
Authorized Signature of Proposer:	



## Form ELI 1.1

**Proposer Information Sheet**

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

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

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

1. Proposer's Legal Name
2. In case of JV, legal name of each party:
3. Proposer's actual or intended Country of Registration:
4. Proposer's Year of Registration:
5. Proposer's Legal Address in Country of Registration:
6. Proposer's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITP 4.4 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITP 4.1 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITP 4.6, documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Proposer is not under the supervision of the Purchaser</li> </ul>
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Proposer shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

## Form ELI 1.2

**Party to JV Information Sheet**

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

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

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

1. Proposer's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITP 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITP 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Proposer shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.

## FORM CON – 2

### Historical Contract Non-Performance, Pending Litigation and Litigation History

*[The following table shall be filled in for the Proposer and for each member of a Joint Venture]*

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

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

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

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

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

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



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

<i>[specify year]</i>	<i>[specify percentage of net worth]</i>	Contract Identification: <i>[insert Contract ID]</i> Name of Purchaser: <i>[insert Name of Employer]</i> Address of Purchaser: <i>[insert Address of Employer]</i>	<i>[specify total contract amount and currency, USD equivalent and exchange rate]</i>
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## FORM CON – 3

### **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration**

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

Proposer’s Name: *[insert full name]*  
 Date: *[insert day, month, year]*  
 Joint Venture Member’s or Subcontractor’s Name: *[insert full name]*  
 RFP No. and title: *[insert RFP number and title]*  
 Page *[insert page number]* of *[insert total number]* pages

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

## Form FIN – 3.1

### Financial Situation and Performance

*[The following table shall be filled in for the Proposer and for each member of a Joint Venture]*

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

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

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

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

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

#### 1. Financial data

Type of Financial information in (currency)	Historic information for previous <i>_[insert number]_</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					

Cash Flow from Operating Activities					
-------------------------------------	--	--	--	--	--

\* Refer ITA 14 for the exchange rate

## 2. Sources of Finance

*[The following table shall be filled in for the Proposer and all parties combined in case of a Joint Venture]*

Specify sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments.

No.	Source of finance	Amount (US\$ equivalent)
1		
2		
3		

## 3. Financial documents

The Proposer and its parties shall provide copies of financial statements for 3 (three) years pursuant Section III, Table 1 –Qualification Criteria, and Requirements Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Proposer or in case of JV member , and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

- 
- Attached are copies of financial statements<sup>8</sup> for the *[number]* years required above; and complying with the requirements

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<sup>8</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

## Form FIN - 3.2

### Average Annual Turnover in Information Systems Design and/or Supply and/or Installation

*[The following table shall be filled in for the Proposer and for each member of a Joint Venture]*

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

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

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

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

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

Annual turnover data			
Year	Amount Currency	Exchange rate*	USD equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Turnover **	

\* Refer ITA 14 for date and source of exchange rate.

\*\* Total USD equivalent for all years divided by the total number of years. See Section III, Table 1 Qualification Criteria, and Requirements, 3.2.

## Form EXP - 4.1

# General Experience in Information Systems Design and/or Supply and/or Installation

*[The following table shall be filled in for the Proposer and in the case of a JV Proposer, each Member]*

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

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

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

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

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

*[As per Section III, Table 1 Qualification Criteria, and Requirements, Sub-Factor 4.1. list contracts chronologically, according to their commencement (starting) dates.]*

Starting Year	Ending Year	Contract Identification	Role of Proposer
<i>[indicate year]</i>	<i>[indicate year]</i>	Contract name: <i>[insert full name]</i> Brief Description of the Contracts performed by the Proposer: <i>[describe contracts performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent*]</i> Name of Purchaser: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub- contractor" or "Management Contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Contracts performed by the Proposer: <i>[describe contracts performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent*]</i> Name of Purchaser: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub- contractor" or "Management Contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Contracts performed by the Proposer: <i>[describe contracts performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent*]</i> Name of Purchaser: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub- contractor" or "Management Contractor"]</i>

\* Refer ITA 14 for date and source of exchange rate.



## Form EXP - 4.2 (a)

### Specific Experience

(Table 1, 4.2 and Table 2)

*[The following table shall be filled in for contracts performed by the Proposer, each member of a Joint Venture, and Specialized Sub-contractors]*

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

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

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

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

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

Similar Contract No.	Information			
<i>[insert number] of [insert number of similar contracts required]</i>				
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, i.e., 15 June, 2015]</i>			
Completion date	<i>[insert day, month, year, i.e., 03 October, 2017]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in local currency]</i>		US\$ <i>[insert Exchange rate and total contract amount in US\$ equivalent]*</i>	
If member in a JV or sub-contractor, specify share in value in total Contract amount and roles and responsibilities	<i>[insert percentage amount]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert exchange rate and total contract amount in US\$ equivalent]*</i>	
	<i>[insert roles and responsibilities]</i>			
Description of the similarity in accordance with Section III Table 1, 4.2				
Complexity	<i>[insert description of complexity]</i>			
Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>			

Other Characteristics	<i>[insert other characteristics as described in Section VII, Scope of Purchaser's Requirements]</i>
Purchaser's Name:	<i>[insert full name]</i>
Address:	<i>[indicate street / number / town or city / country]</i>
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>
E-mail:	<i>[insert e-mail address, if available]</i>

\* Refer ITA 14 for date and source of exchange rate.

## Form CCC

## Summary Sheet: Current Contract Commitments / Work in Progress

Name of Proposer or partner of a Joint Venture
--

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

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

## Personnel Capabilities

### Key Personnel

Name of Proposer or partner of a Joint Venture
--

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

#### Key Personnel

<b>1.</b>	<b>Title of position:</b> <b>Team Leader</b>						
	<b>Name of candidate:</b>						
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><b>Duration of appointment:</b></td> <td style="border-left: 1px solid black; padding-left: 5px;"><i>[insert the whole period (start and end dates) for which this position will be engaged]</i></td> </tr> <tr> <td><b>Time commitment for this position:</b></td> <td style="border-left: 1px solid black; padding-left: 5px;"><i>[insert the number of days/week/months/ that has been scheduled for this position]</i></td> </tr> <tr> <td><b>Expected time schedule for this position:</b></td> <td style="border-left: 1px solid black; padding-left: 5px;"><i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i></td> </tr> </table>	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>						
<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>						
<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>						
<b>2.</b>	<b>Title of position:</b> <b>System Architect</b>						
	<b>Name of candidate:</b>						
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><b>Duration of appointment:</b></td> <td style="border-left: 1px solid black; padding-left: 5px;"><i>[insert the whole period (start and end dates) for which this position will be engaged]</i></td> </tr> <tr> <td><b>Time commitment for this position:</b></td> <td style="border-left: 1px solid black; padding-left: 5px;"><i>[insert the number of days/week/months/ that has been scheduled for this position]</i></td> </tr> <tr> <td><b>Expected time schedule for this position:</b></td> <td style="border-left: 1px solid black; padding-left: 5px;"><i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i></td> </tr> </table>	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>						
<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>						
<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>						
<b>3.</b>	<b>Title of position:</b> <b>GIS Developer</b>						
	<b>Name of candidate:</b>						
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><b>Duration of appointment:</b></td> <td style="border-left: 1px solid black; padding-left: 5px;"><i>[insert the whole period (start and end dates) for which this position will be engaged]</i></td> </tr> <tr> <td><b>Time commitment for this position:</b></td> <td style="border-left: 1px solid black; padding-left: 5px;"><i>[insert the number of days/week/months/ that has been scheduled for this position]</i></td> </tr> <tr> <td><b>Expected time schedule for this position:</b></td> <td style="border-left: 1px solid black; padding-left: 5px;"><i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i></td> </tr> </table>	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>						
<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>						
<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>						
<b>4.</b>	<b>Title of position:</b> <b>Web Developer.</b>						

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



## Technical Capabilities

Name of Proposer or partner of a Joint Venture

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

## Manufacturer's Authorization

### Not Applicable

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

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

To: *[Purchaser insert: Purchaser's Officer to receive the Manufacturer's Authorization]*

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

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

Name *[insert: Name of Officer]*

In the capacity of *[insert: Title of Officer]*

Signed \_\_\_\_\_

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

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

*[add Corporate Seal (where appropriate)]*



## Subcontractor's Agreement

### Not Applicable

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

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

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

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

Name *[insert: Name of Officer]*

In the capacity of *[insert: Title of Officer]*

Signed \_\_\_\_\_

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

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

*[Add Corporate Seal (where appropriate)]*

## List of Proposed Subcontractors

**Not Applicable**

	Item	Proposed Subcontractor	Place of Registration & Qualifications

## **Intellectual Property Forms**

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

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In accordance with ITP 13.1 (iv), Proposers must submit, as part of their Proposals, lists of all the Software included in the Proposal assigned to one of the following categories: (a) System, General-Purpose, or Application Software; (b) Standard or Custom Software; (c) Proprietary or Open Source. Proposers must also submit a list of all Custom Materials. These categorizations are needed to support the Intellectual Property in the GCC and SCC. The Proposer must also include the text of the software licenses for the software titles proposed.

## Software List

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

**Attachments:** Proposed Software Licenses

## **List of Custom Materials Not Applicable**

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

## **Conformance of Information System Materials**

**Not Applicable**

## Technical Proposal (Format)

In accordance with ITP 16.2 and 29.2, the documentary evidence of conformity of the Information System to the RFP documents includes (but is not restricted to):

- (a). The Proposer's Preliminary Project Plan, including, but not restricted, to the topics specified in the PDS for ITP 16.2 and 29.2. The Preliminary Project Plan should also state the Proposer's assessment of the major responsibilities of the Purchaser and any other involved third parties in System supply and installation, as well as the Proposer's proposed means for coordinating activities by each of the involved parties to avoid delays or interference.
- (b). A written confirmation by the Proposer that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Technical Requirements.
- (c). Item-by-Item commentary on the Technical Requirements demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Technical Requirements.

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

**Note:** The Proposer's response must provide clear evidence for the evaluation team to assess the credibility of the response. The Proposer should indicate that – and to the greatest extent practical – how the Proposer would comply with the requirements if awarded the contract.

**Note:** As required in PDS 13.1 (d), include method statement, management strategies and implementation plans and innovations, to manage cyber security risks.

**Responsiveness Checklist (Format)**

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



## Code of Conduct for Supplier's Personnel Form

### *Note to the Purchaser:*

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

*Delete this Box prior to issuance of the RFP documents.*

### **Note to the Proposer:**

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

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

## CODE OF CONDUCT FOR SUPPLIER'S PERSONNEL

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

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

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

### **REQUIRED CONDUCT**

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

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Supplier's Personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;

- c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
  5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
  6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier's or Purchaser's Personnel;
  7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
  8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
  9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
  10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse, and Sexual Harassment (SH);
  11. report violations of this Code of Conduct; and
  12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Purchaser, or who makes use of the grievance mechanism for Supplier's Personnel or the project's Grievance Redress Mechanism.

### **RAISING CONCERNS**

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

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

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

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

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

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

FOR SUPPLIER'S PERSONNEL:

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

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

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

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

Countersignature of authorized representative of the Supplier:

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

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

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

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

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

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

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

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

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

## Form of Proposal Security (Bank Guarantee)

### Not Applicable

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

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

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

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

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

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

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

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

*[signature(s)]*

## Form of Proposal Security (Proposal Bond)

### Not Applicable

BOND NO. \_\_\_\_\_

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

WHEREAS the Principal has submitted or will submit a written Proposal to the Purchaser dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for the supply of \_\_\_[*name of Contract*] \_\_\_\_\_ (hereinafter called the “Proposal”).

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

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

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

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

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_ day of \_\_\_\_\_ 20\_\_.

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

Surety: \_\_\_\_\_  
Corporate Seal (where appropriate)

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

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

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

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

## Form of Proposal-Securing Declaration

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

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

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

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

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

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

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

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

Name of the Proposer\* \_\_\_\_\_

Name of the person duly authorized to sign the Proposal on behalf of the Proposer\*\* \_\_\_\_\_

Title of the person signing the Proposal \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

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

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

## **SECTION V - ELIGIBLE COUNTRIES**

### **Eligibility for the Provision of Information System**

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

Under ITP 4.8(a) and 5.1: None

Under ITP 4.8(b) and 5.1: *None*





## SECTION VI - FRAUD AND CORRUPTION

**(Section VI shall not be modified)**

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

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

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly,

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

---

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

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder 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.

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

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

**SECTION VII. REQUIREMENTS OF THE INFORMATION  
SYSTEM**

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

# TECHNICAL REQUIREMENTS

## Technical Specifications

FOR

THE DEVELOPMENT OF GIS PLATFORM AND SIP AND BROADBAND MAP PORTALS FOR GEORGIAN NATIONAL COMMUNICATIONS COMMISSION

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## 1. INTRODUCTION

## 1.1. Project Description

---

The Government of Georgia signed a Loan Agreement for financing the implementation of Log-in Georgia Project (“Project”) with the World Bank (WB). The proposed Project development objective is to increase access to affordable broadband internet, and to promote its use by individuals and enterprises, in targeted rural settlements.

The Project Consists of the following key components and subcomponents:

Component 1: Increasing access to broadband – this Component will help expand access to broadband internet in rural settlements across Georgia and improve the enabling environment for digital development.

Subcomponent 1.1: Supporting the Open Net Program – the Open Net Program will develop a national infrastructure to offer open access, wholesale, broadband telecommunications services.

Subcomponent 1.2: Improving the enabling environment for digital infrastructure – this subcomponent will support activities to improve the enabling environment for digital infrastructure development in Georgia. This will support the development of legal, policy, and regulatory instruments, and design of investment attraction measures in accordance with the national broadband development strategy (adopted in 2020).

Component 2: Promoting the use of broadband-enabled digital services – this Component will support the development of Georgia’s digital economy through a strengthened enabling environment, promoting digital use-cases of broadband, and addressing barriers to the participation of individuals in the digital economy.

Subcomponent 2.1: Enabling environment for digital economy development – this subcomponent will support activities to improve the enabling environment for digital economy development in Georgia.

Subcomponent 2.2: Promoting use-cases – the subcomponent will promote specific use-cases of improved broadband connectivity in targeted rural settlements.

Subcomponent 2.3: Increasing digital inclusion – this subcomponent will finance targeted interventions to boost the use of the internet and digital services by women, social minorities, and persons with disabilities in targeted settlements.

Component 3: Project implementation support – this component will support the management and implementation of the Project and associated activities.

The Project will be implemented over a five-year period by the Open Net NNLE as the implementing entity, with the oversight of the Ministry of Economy & Sustainable Development (MOESD) of the Government of Georgia (GoG). Open Net NNLE acts as the Project Implementing Entity (PIE) to support the implementation of the Project.

## 1.2. Background of the Assignment

---



The National Regulatory Agency in Georgia, the Georgia National Communication Commission (ComCom), has been working on developing Geographic Information Systems for telecommunication infrastructure and services for a long time.

Further, ComCom has also been involved in the EU approximation process that started with the Georgia – EU Association Agreement, signed in 2014.

This agreement obliges Georgian State Agencies to harmonize their policies and processes with the EU directives and regulations specified in the Agreement.

These regulations include the adoption of legislation and implementation procedures in the telecommunications sector, such as the Broadband Cost Reduction Directive 2014/61/EU (BCRD) and the Universal Service Directive 2002/22/EC.

Georgia is also interested in adopting the EU telecommunication legislation that was introduced after the 2014 Association Agreement, such as the European Electronic Communication Code (2018/1972) and other regulations, including the recommendations from the Body of European Regulators for Electronic Communications (BEREC), especially the Guidelines on Geographical Surveys - BoR (21) 104.

The country is also engaged in promoting strategic and long-term development of its Broadband Internet Services. A key step was the adoption of the National Broadband Development Strategy for 2020-2025.

ComCom has been following the recommendations of EU institutions and the International Telecommunication Union (ITU) to develop online Broadband Mapping services that show the telecommunication infrastructure and services available in Georgia.

ComCom has long recognized the value of broadband mapping. Since 2011, it has been gathering various data on telecommunications infrastructure from telecom operators through electronic forms. ComCom has the mandate to require companies to provide the requested data. However, this data was not delivered in GIS format and it could not be displayed on a map, also partly because of poor data quality. The data is still available on ComCom analytical portal.

To enable data visualization on a geographic map, ComCom initiated the broadband mapping project in 2018 and carried it out in the following stages:

From 2016 to 2020, ComCom received assistance from the EU TWINNIG program, which provided recommendations and a draft of Terms of Reference document for developing the Broadband Map. ComCom April 2020 resolution obliged telecom operators to provide georeferenced information on their telecommunication infrastructure. Operators had to submit the following information about their infrastructure in GIS format:

- backbones, distribution and access lines;
- ducts;
- telecom manholes;
- telecommunication towers;

The operators submitted the data to the system for the first time in August 2020. The plan was that operators would provide information on their telecom infrastructure by Geo information layers, then the data would be validated and if it was correct, it would be entered into the GIS database. In 2020, ComCom collected data from 20 operators which submitted about 1,620 files. However, the process faced challenges due to the resistance of the largest local operators to allow data publication and the process practically stopped.

ComCom is also expected to be an agency implementing Universal Service Regulation after it is adopted, therefore ComCom will need detailed geographic information about availability of broadband infrastructure and services, to properly plan implementation of the regulation.

ComCom has been working on two main initiatives for broadband development: mapping the existing and planned networks, and promoting the legislation for infrastructure sharing.

In June 2023, the Georgian Parliament adopted a law on "Sharing Physical Infrastructure for Telecommunication Infrastructure and Infrastructure Applicable for Telecommunication Purposes" (hereafter referred to as Infrastructure Sharing Law) . This law is based on the BCRD 2014/61/EU directive and aims to facilitate the access of telecom operators to physical infrastructure, such as poles, towers, ducts, etc., that belong to other industries, mostly utilities (power distribution, lighting, natural gas, transportation, etc.). The law also establishes a Single Information Point (SIP) where information on the available infrastructure, the rules, and norms for sharing it, the announcements of civil works that could affect or benefit telecom operators, and the application forms for permits are published. ComCom is in charge of developing and operating the SIP.

To fulfill its obligations and to make use of georeferenced data from various sources, such as the National Public Registry and the Statistics Office, ComCom decided to create a geoinformation (GIS) system that will serve as a platform for developing the portals for SIP and broadband mapping, as well as other functionalities.

Support for this task is envisaged within subcomponent 1.2: Improving the enabling environment for digital infrastructure of the Log in Georgia Project.

## 2. OBJECTIVES

## 2.1. Primary Objectives

---

This ToR outlines the scope of work for qualified contractors who are interested and habilitated in bidding for the geo information system project commissioned by ComCom. It specifies the project objectives, technical and functional requirements, project phases, timeline, and bidder qualifications.

This document will serve as a basis for the tender announcement and process conducted by Open Net N(N)LE, a legal entity established by the Ministry of Economy of Georgia. Open Net is responsible for implementing the “Log-In Georgia Project”, which is funded by the World Bank through a Loan Agreement with the Government of Georgia.

The project aims to create, maintain, and improve a versatile geoinformation software platform that can support different Online portals according to ComCom's needs.

The project also involves developing an online portal with specific features, that will allow to provide various access models and providing access to several other functionalities, with following modules implemented during the project:

- Single Information Point (SIP) as mandated by the law of “Infrastructure Sharing”
- Broadband Map showing telecommunication infrastructure and services.

The system should offer various functions for comprehensive and lower cost data input, data generation, verification, visualization and dissemination.

The system should enable ComCom to progressively include different layers of georeferenced data, display it on the online map and perform various operations on the data, such as queries, optimal route calculations and more.

Main goals and features for the SIP:

Help interested telecom providers lower the expenses of building and operating their telecom network infrastructure.

The users of the SIP will be infrastructure operators as they are defined by Infrastructure Sharing Law: Authorised persons/entities as well as persons/entities in possession of physical infrastructure through which this person carries out or intends to carry out:

- the transportation or distribution of natural gas;
- the production, transmission or distribution of electricity;

- external lighting services;
- heat supply;
- water supply, water disposal, the management and operation of storm water sewage and drainage systems;
- transport services, including railway, road, port and airport services;

By the Infrastructure Sharing Law physical infrastructure is defined as any element of an infrastructure operator network (including an electronic communication network) that is not the active element of the network and is intended for installing other elements of the network. Elements of physical infrastructure are: pipes, masts, channels, inspection manholes, maintenance holes, booths, buildings and entrances to buildings, including interface points, antenna assemblies, towers and poles. For the purposes of this Law, cables, including lightless optical cables, as well as the elements of physical infrastructure used to supply water, are not physical infrastructure

Information for SIP is to be provided by all infrastructure operators, including telecom companies authorized by ComCom. Infrastructure should be provided about their existing physical infrastructure as

planned civil works.

Information uploaded by the SIP includes for existing physical infrastructure includes:

- a) the location and appropriate routes of the physical infrastructure;
- b) the type and current purpose of the physical infrastructure;
- c) procedures for accessing the physical infrastructure;
- d) technical instructions (if any);
- e) a contact person o.

Information on planned civil works will include:

- a) information on the location and type of construction works;
- b) information on the elements of the physical infrastructure in question;
- c) information on the possible commencement date and the duration of the construction works;
- d) contact details.

Currently according to ComCom's regulations, access to the information uploaded to SIP will be available only to operators authorized by ComCom for provision of telecommunication services.

Information on existing infrastructure will be available in graphical format located on digital map provided by GIS system. It will be organized distributed layers by types of infrastructure elements.

There will be possible to switch on of the layers, zoom in or out on the map as well as search information by various attributes.

In addition to graphical representation, information on infrastructure elements will be available in form of tables with element respective attribute values, like dimensions, availability, precise geographic coordinates, type, current use and other.

System will be able to generate recommended routes for building telecommunication infrastructure based on location and availability of infrastructure elements.

Similar functionality will be provided for information on civil works.

In addition to information on existing information and civile works, and as required by Infrastructure Sharing Law, SIP will share detailed information about rules and procedure for receiving construction permits as well provide capabilities for applying for these permits

As the law required SIP to be functional by July 1, 2024, the commission built a site with limited functionality satisfying the requirement of the law.

Creation of digital Broadband Map has several important objectives:

The Map assists telecom providers lowering their network construction and operation costs by providing information about Broadband Infrastructure and enabling sharing practices.

The key difference from information shared through SIP is that there is information only from infrastructure operators, including telecoms, and about physical infrastructure elements as defined in the Infrastructure Sharing Law, which doesn't included information on availability and capacity of fiber optic cables, active, active network elements, virtual channels and other information not covered by the Infrastructure Sharing Law

The Broadband Map, on the other hand, will be based on the information provided by solely telecom operators and include information not provided through SIP. It will covers details of fibre optic availability and capacity, network termination and interconnection points, virtual channels available for lease, capabilities of active telecom equipment (switches, routers, OLT, mobile base stations ) etc. The information will be accessible and searchable through a web interface and will also offer optimal route suggestions for leasing optical cables or virtual connections. All this information will be provided with location coordinates with GPS level precision for placement on GIS digital map.

As in the request on information from telecom operators can be decided by ComCom, information collected will go beyond required by Infrastructure Sharing Law.

The Broadband Map also aims to help the public and other interested entities finding out the availability and service parameters and expected quality of the fixed and mobile broadband services per location. Users should be able to select a location on the map and see the information about the services in the surrounding area. Location granularity should be provided at address level or at least by precision of 100x100 m grid as described in BEREC Guidelines on Geographical Survey.

The platform should allow the addition of other information such as:

- Service Demand Mapping
- Telecom Investment mapping
- INSPIRE information.
- Reference data from various Georgian State agencies
- Other available georeferenced information

INSPIRE information is not available yet, however Georgian Parliament on 16 of November 2023 passed the law on National Spatial Data Infrastructure (NSDI, with goals of integration with EU data sets defined by INSPIRE EU 2007/2/EC directive. Georgian NSDI portal [nsdi.gov.ge](http://nsdi.gov.ge) has been created and operated Ministry of Justice is but lacks data yet.

The system should be able to set restrictions on the access to information about critical infrastructure or other types of information containing state and commercial secrets.

As it is important to exchange information with other broadband mapping systems using standard approach the created GIS system should support of export data to and import data prepared according to Open Fiber Data Standard (OFDS), which is used for publications of open fiber data.

Therefore, a modern, robust and scalable geoinformation platform should be built based on up to date technologies multiple types of data, national grid representing various national and local data sets and multiple data exchange formats.

## 2.2. Secondary Objectives

---

In addition to the main objectives of the project, the development of GIS expertise at ComCom is very important. This will enable ComCom staff to assure an evolutive feature of the platform and expand and update it with other available information at ComCom and to turn it into input for internal organizational purposes and for the general public, including professionals who use telecommunications-related information in their work.

## 3. SCOPE OF WORK

### 3.1. Project Scope

---

The contractor should be responsible for documenting the implementation details based on functional requirements, the system concept, the design of both the graphical interface and the technical architecture, the development and implementation of the system, in close consultation with ComCom. The graphical user interface must take into account the corporate design provided by ComCom.

The project is to be carried out in 1 to 2 week phases according to the agile project development concept. The requirements can be refined and edited accordingly.

The implementation includes the initial setup of the system in a cloud infrastructure as well as in in-house server infrastructure, extensive testing and the setup of all initial user devices and profiles required for the first use of the system by ComCom's designated administrators. The tests also require the creation of user multiple and simultaneous users accounts.

The cloud service required to operate the system should also be provided by the contractor.

The project will be implemented in 3 phases. After the acceptance of each phase, the contractor must be responsible for support of the system by providing software error corrections, troubleshooting and system recovery.

The Contractor will make regular backups of the system and provide copies of the code and data. The Contractor will introduce ComCom staff to the application and provide additional training upon completion of each phase of the contract. The Contractor will also provide monthly reports on access and usage of the platform, customizations, updates, etc. during the maintenance phase.

The Contractor shall provide the technical and user documentation as specified in the relevant section and update it when additional changes are implemented in the system. There should be provided helpdesk with hotline and other contact information for support requests by ComCom.

The Contractor should provide migration of the data from aforementioned SIP platform developed by ComCom.

### 3.2. Exclusions

---

The Contractor doesn't have to provide day to day management of the created platform and the SIP and Broadband Map portals, however system maintenance and support should be guaranteed to ensure flawless operation of the services provided through platforms and the portals.

Responsibility excludes:

- day to day administration of the of the site, entry or editing of the data.
- Creation of the brand book for the site. The brand book will be provided by ComCom
- Translation of website texts and technical documentation into Georgian (if required), translated Georgian texts of incorporated into portal interface by the contractor.

- Provisioning of the spatial data from legal entities, neither reference geoinformation or other data from state institutions like Georgian Public Registry, Statistics Office etc.

## 4. TECHNICAL REQUIREMENTS

### 4.1. Platform Architecture

---

The foundation of the geoportal project hinges on a well-defined and robust platform architecture. This chapter outlines the key elements that constitute the technical underpinning of the system.

#### Database System

The geoportal shall be underpinned by a database system that adheres to open standards and is free from license fees. The chosen database technology should be scalable, ensuring efficient data storage and retrieval. Furthermore, it should support the integration of various data types, including geospatial and non-geospatial data. The database should also enable a connection to standard GIS solutions so that they can access the data in read and/or write mode depending on authorisation.

The portal should also enable the connection of external databases. The user administration, which is also database-supported, is explained in 4.3.

#### Web Portal Technology

The web portal, serving as the user interface, will be built upon open-source technologies that comply with industry standards. This approach ensures accessibility, flexibility, and sustainability. Moreover, the web portal should provide a user-friendly experience and should be compatible with a wide range of web browsers and devices. The portal must be responsive. It must have a modular structure so that extensibility is guaranteed at all times.

#### GIS Libraries and Tools

The geoportal will leverage open-source GIS libraries, tools, and frameworks to enable geospatial data processing, visualization, and analysis. These GIS components should integrate seamlessly with the chosen web portal technology and database system. Additionally, the GIS tools should be equipped to handle complex geospatial data formats, ensuring interoperability and ease of use. They should also support the integration of standardized OGC services (WMS, WFS, WCS).

The platform architecture forms the bedrock upon which the entire geoportal project will be constructed. By prioritizing open standards and license-free solutions, we aim to create a sustainable, accessible, and cost-effective system that aligns with international and EU standards. The integration of open-source technologies ensures long-term flexibility and compatibility.

### 4.2. Data Integration and Management

---



The successful operation of the geoportal depends on efficient data integration and management. This chapter details the core data-related requirements. More information will be given in chapter 6 for data requirements.

### **Data Integration**

The geoportal shall support the integration of a variety of data formats, particularly CAD and GIS data, emphasizing open standards. The platform should facilitate data transformation and validation processes, promoting data quality and ensuring seamless compatibility. In order to ensure the verification and preparation of geodata for the platform, these steps should be able to be implemented also with a desktop application - GIS plugin. Data structure for submitting data to the platform, regardless of file format, will be defined as well as acceptable geographical coordinate systems and technical and functional validation rules

### **Open-Source GIS Tools**

To enhance data management and processing, open-source GIS tools and libraries shall be employed. These tools should empower users of the system, including telecommunications providers and infrastructure owners, to work with geospatial data efficiently and without reliance on proprietary software. The platform's design should prioritize interoperability and accessibility. With the aforementioned GIS plugin, the users providing data to the system, mostly infrastructure owners and telecommunication providers, can prepare, check and then provide their geodata. The plugin should take into account the respective user rights to access and modify data in the system.

## **4.3. User Management and Access Control**

---

This chapter delves into the critical aspects of user management and access control within the geoportal.

### **User Registration and Authentication**

User registration, authentication, and profile management shall be implemented using open-source solutions. The portal should allow users to create and maintain profiles in line with content management system (CMS) standards. A secure, user-friendly registration process is imperative to foster engagement and trust.

### **Role-Based Access Control**

The geoportal shall employ role-based access control mechanisms to regulate user permissions. This feature enables administrators to define access rights for various user groups and functions. It ensures that users can access only the data and functions pertinent to their roles.

## **4.4. Data Approval Workflow**

---

A well-structured data approval workflow is crucial to ensure data integrity and reliability within the geoportal.

### **Provider Data Submission**

Users of the system that providing data should be able to submit data for review and inclusion in the geoportal predominantly via a GIS plugin and simple data via web interface. An efficient workflow shall be established, allowing them to create and validate data. This process should not rely on proprietary software and should maintain open standards for data submission.

### **Administrative Oversight**

The platform's administrative interface must include tools for reviewing and approving data. A version control system shall be in place to manage data changes and maintain a record of revisions. This workflow guarantees that data meets quality standards and is accurate before it is presented to users.

## **4.5 Hosting and Hardware Options**

---

Hosting of the system should be provided according to the requirements and over service period defined in Annexes. It must be ensured that the system can be transferred to a hosting or servers provided by ComCom after service terms ends.

### **Hosting Infrastructure**

The platform's hosting infrastructure will be based on open-source software, offering scalability and redundancy for robust performance. Hosting options should provide flexibility, reliability, and redundancy. Furthermore, cost-effective solutions shall be preferred to align with the project's budgetary considerations.

## **4.6. Standards and Compliance**

---

Adherence to standards is essential to ensure the geoportal's interoperability and compliance with international and EU regulations.

### **Geospatial and Metadata Standards**

The geoportal shall strictly adhere to open geospatial and metadata standards, (e.g., INSPIRE, OGC standards). These standards guide the storage, retrieval, and display of geospatial data, ensuring compatibility and accessibility.

### **Security and Privacy Standards**

Security and privacy standards should be integral to the platform's design. Open-source security solutions will be employed to safeguard user data and system integrity, in line with industry best practices. By prioritizing open standards and adhering to recognized regulations, the geoportal not only maintains compatibility with international and EU standards but also ensures data security and user privacy.

## 4.7. Source Code

---

The Client is entitled to the handover of the source code in addition to the object code. The handover shall take place after acceptance of the platform.

## 4.8. Documentation

---

System documentation should be provided as well as user manuals for user and system administrators. The documentation can be provided in English or Georgian in editable format including text and figures. Documentation should be provided in Help functionality contextually and interactively searchable through web interface. Detailed description of the documentation is provided in the appropriate appendix.

It is also expected that the code will also be commented on so that it is easier to adapt and expand later. Developed functions and their dependencies should also be clearly presented for administrators and developers. There should be additional documentation where users can access the data structure, registration object matrix, characterization elements, and their respective attributes. This documentation should outline whether attributes are mandatory, optional, or not applicable for each specified object type.

# 5. FUNCTIONAL REQUIREMENTS

## 5.1. User Roles and Permissions

---

The geoportal will accommodate distinct user roles, granting each group specific access and privileges. Administrators will possess comprehensive control over the system, including data management and user administration. Users providing data into the system will have permissions to submit, validate, and update data, subject to administrator approval. Standard users will enjoy access to the data repository, be able to perform searches, and utilize fundamental map functionalities.

The system should provide different access rights for users, which differ in terms of access to data and functions. There should also be system administration users with different functions and authorizations for setting up and managing user access rights. At least two system administrator levels must be set up - functional administrator and technical administrator:

Functional Administrator functions include:

- Configure the map view and its functionalities

- Selection of layers, data layers, functionalities and provision at role or user level
- Entity management - creating and editing entities accredited in SIP and activating/deactivating entities. Each entity will have an Entity administrator, who will be able to add and manage number of users representing that entity. Users representing entity will have different profiles allowing to add and manage data, or just view and search uploaded data
- Alarms management - view details of existing alarms
- Create and manage additional information (e.g. questions, contacts, terms of use, links, glossary, help, satisfaction survey, questionnaires)
- Management of cadastral objects (creating, editing, cloning, activating/deactivating registrations). Data provided by various entities will be added and managed by the users representing these entities. Responsibility for adding data and quality of the data lies with the data owner.
- Creating and editing profiles, managing other access control functions and profiles on entities and interactions with the system, as described in the Appendix " RESOURCE, USER AND AUTHORIZATION MANAGEMENT "

The technical administrator manages the platform(s) with regard to the associated technologies and their integration and interfaces with other platforms. He performs all necessary steps to ensure the proper functioning of the system.

The functions of the functional and technical administrator can also be set up for the contractor who is responsible for maintaining the system.

The data administrator (ComCom) manages data, creates reports and supports other users. He adds or removes data levels.

The system should make it possible to define other system administrators per entity (organization) with the rights to manage the data and manage access rights of other users of this entity.

The system should allow the creation of user templates for both system administrators and other users with different access rights, which can be used to set up new users.

Users of the portals SIP/Broadband Map modules:

- Infrastructure Operators: Operators of non-telecom infrastructure, e.g., utility companies, local municipalities. and telecom operators, e.g., internet or mobile services providers (Infrastructure Operators, further IO) that own infrastructure suitable for building telecom networks. These users will be uploading data about operators' infrastructure and planned civil works
- Telecom operators: entities interested to use available infrastructure to expand their networks or create new services.
- ComCom users, including system administrators with user and database management functions and access to the system, , users conducting validation and users with access to reporting and analytical functions.
- Origination or individuals interested in data interested in availability and parameters and telecommunication services and particular location

User profiles for SIP/Broadband Map will be as follows:

Entity administrator: Representative of an entity should be able to perform the following tasks:

- Detailed search across-SIP
- Search, check, and configure all notifications, alerts and indicators.
- View, create / edit construction announcements and / or manifest interest in published announcements.
- Perform data uploading in SIP and view alerts resulting from these processes.
- Create cadastral objects.
- Add new users associated with his entity and set their access levels.
- Upload georeferenced data.
- Navigate to "Maps", performing various tasks, namely calculating paths, viewing cadastral objects, etc

Other user for the same organization will have subset these functions of the Entity administrator:

Service provider Consumer User

Seeks information about physical infrastructure/applies for use

Seeks information on construction announcement and applies for coordination

Applies for permits

Infrastructure owner: Supplier user

Enters and edit s information about existing infrastructure objects and civile works

The system will have following modules serving corresponding processes:

#### 1. Registration

During registration entities/individual user will need to provide all necessary information such as company name and identification number (contact information (address, phone, e-mail...), qualified digital signature for submitting official applications, username and password for authorization,

It will be allowed to pass registration through access to the Georgian Unified Portal Of E-Services at [my.gov.ge](http://my.gov.ge)

#### 2. Authorization

Registered users (IOs) sign in page with standard functionality: enter username and password, second authentication parameter, robot check, forgotten password recovery, etc. A service rule containing commitments for good practices and assuring trust and good faith of the uploading data and data use must be subscribed by IOs.

The system should provide tools for enabling 2FA (SMS, authenticator, other)

### 3. Administration Module

Admin panel, where administrators can manage the portal, grant different users different sets of permissions, control data access – make some data, layers, objects visible or editable to some parties and limit access to the same information to others. Track users actions (data upload, data change, other )

### 4. Entity Page for SIP and Broadband Map

After successful registration, each IO gets its own working space, where they can see and edit their profile information, upload data about owned infrastructure according to provided templates. (They can also edit previously uploaded data here. Upload of the limit will have to be conducted via GIS plugin. System will have capability to upload verified GIS data directly to the dataset. IOs will be able to edit uploaded data.

Any actions and changes, starting from the registration, must be logged and provided to the portal administrators.

## 5.2. Data Visualization and Query

---

Users will be able to view data in both map and tabular formats. They can interact with the data by executing queries and applying filters based on criteria such as geographic location, data type, or date range. Additionally, the platform will support custom styling options for single map layers, allowing users to tailor their data visualization experiences.

Data in the map format will be available through graphical web interface. Details of the functions available through the interface is available in appendix WEB USER INTERFACE GENERAL DESIGN GUIDELINES AND FUNCTIONS:

Some specific functions required through the web interface are (also indicated in the appendix are:

Filtering on the map by object attributes (class, subclass, group, or other attributes, other parameters like upload date, edit date, ownership)

Selecting parts of the map by attributes and various criteria – entering criteria in online forms. (coordinates and other criteria)

Search of objects on the map by attribute and criteria:

- object attribute, other parameter – update date/time, edit date/time, image available, etc
- search criteria (equal, not equal, greater than, etc. – as in e.g. SQL filter)

search by several criteria

Search within the area (visible area on the screen, indicated coordinates, selection on the map, within boundaries of geographic areas ( e.g. regions, municipality, settlement), boundaries of the objects

Search with certain distance from the point

Save conducted searches

Keeping and selecting from history of conducted searches

It is important to ensure usability and simplicity of functionality without the need for GIS knowledge.

### 5.3. Data Analysis and Reporting

---

The geoportal will provide predefined tools for data analysis with access directly from the web interface. These reports can be exported in various formats for external use and decision-making.

Data functions include providing aggregated data for dataset:

- Demographic Data (population, household)
- Subscriber Data
- Cable length per segment /area
- Number of infrastructure elements
- Length of linear objects – roads, cables,
- Areas of polygon object -
- Equipment cost / investment required per area

Aggregates should be provided per:

Geographical areas (all country, region, municipality, community, settlement)

Selected areas

Per national grid cell

It will be possible to set filters for attribute values.

Optimal route selection between points should be provided based on defined criteria for infrastructure, cables, physical or virtual channels.

Reports and Charts should be available in dashboard management tools through graphical web interface

## 5.4. Geocoding and Routing

---

To facilitate location-based services, the platform will offer geocoding services, allowing users to convert addresses into geographical coordinates and vice-versa. . Users can also employ the routing functionality to determine the most efficient routes between network objects. This feature is especially valuable for planning network expansions and optimizing service routes. Like the other components, the routing functionalities are to be developed and provided on the basis of open source solutions.

Optimal of route by starting, ending and intermediate points.

Search of a possibility to set up connections:

Availability of cable, fiber strand, virtual connection, processing power

Availability of ducts, utility poles, other infrastructure to used for placing a cable or other equipment availability of colocation –( utility and backup power etc)

Search criteria:

By attributes (available fiber strands, free space in duct or utility poles, ownership, other )

Distance from indicated points or within certain areas adjacent to the point.

Period of availability

Optimization criteria (

For SIP: optimal routes should be found by infrastructure available for building networks (placing cable, other passive and active network elements)

For Broadband Infrastructure maps: availability of usable telecom infrastructure and channels ( cable strands, DWDM lambda, virtual channel capacity, colocation – availability of space, utility and backup power)

The system should be able to interpret objects with different coordinates but within defined proximity from each other as collocated objects and run analysis based on that assumption.

## 5.5. Data Export and Sharing

---

The geoportal will enable users to export both maps and data in widely accepted formats, including PDF, ,CSV and at least GeoJSON as spatial format . Furthermore, users can save their projects and share them with colleagues and external stakeholders. This collaborative approach promotes seamless data sharing and decision-making within and beyond the organization. Depending on the authorization, data from the platform can be downloaded from the web portal and also via the GIS plugin.



## 5.6. Data Import, Editing, Data Check

---

Data into the system can be imported through several means. Imported data will get to the buffer databased and will be checked and valeted before migrating it to production database

Data upload and editing impart can be conducted via:

GIS plugin.

- Loading GIS, CAD and tabular data into a local plugin database (e.g. GeoPackage)
- Check data quality, prepare data structure for final upload
- Login to account and upload finalized data for approval
- Login to account to update, delete data

Web interface

- Account login: delete uploaded data. Upload data (for verified data)
- Backup solution for upload of standardized /formalized data

API – Application Programming Interface used for interaction with GIS plugin

System should allow batch uploads of the several files via GIS plugin. Files will be uploaded to buffer database for automatic validation based on predefined rules and error reporting to the users. Additional validation by the system administrator should be also allowed.

System should allow deletion of objects including - Batch editing of attribute (several attributes)  
Conditional editing by criteria

Batch search, editing and deletion should allow operation on files / data what has been imported into system through batch operations either via file upload tool, GIS tool and API.

System should allow:

Batch search / selection

Batch editing / deletion

These operations should be allowed with all data layers and object including but not limited to

Physical objects – for SIP

Construction announcement object– for SIP

Physical objects for Broadband map

Passive infrastructure - same as for SIP

Active infrastructure – for Broadband Map

Virtual connections data for Broadband Map

### Service availability data for Broadband Map

System will have capability to add similar functionality to the other layers added during further expansion of the system.

For more information on data verification see Annex Validation

## 5.7. Help and Support

---

For user assistance and guidance, the platform will include an interactive help area with user guides and FAQs. Additionally, contact information for technical support will be readily accessible. This ensures that users can seek help or clarification when encountering issues or questions during their interactions with the system.

## 5.8. Additional Website Functionality

---

The separate website, designated for general information, will serve as a supplementary source of essential content. It will provide basic information about the geoportal, keep users informed about news and announcements, and offer convenient links to important documents and external resources relevant to the telecommunications industry.

There will be a section on the SIP portal for documents providing information on rules and permits (menu or a sub page) for SIP.

Section for forms for applying for construction permits (menu or sub page with forms – each form may be linked)

## 5.9. Content and Data Management

---

The geoportal will empower administrators with content and data management capabilities. They will be able to create, edit, and organize content on both the geoportal and the additional website. User management includes account creation, user group assignment, and role-based access control. This control ensures that data and functionalities are accessible only to authorized personnel. Administrators can control exactly which user groups or users have access to which data layers or functions. Administrators will also have the ability to monitor system activity and generate detailed reports to assess system performance and user interactions. During the maintenance phase the consultant will deliver monthly reports to ComCom about the user access, maintenance, load of the system, other system usage statistics.

## 5.10. Multilingual Support

---

In a diverse user environment, the system will support multiple languages, enabling users to access and navigate the platform in their preferred language. This ensures inclusivity and accessibility for a wide range of users. At each stage system must have functionality at least in Georgian.

### 5.11. Responsive Design

---

Both the geoportal and additional website will feature responsive design, adapting to various devices and screen sizes. This feature guarantees an optimal user experience whether accessed via desktop computers, tablets, or smartphones.

### 5.12. Customization and Branding

---

Branding for the system will be provided according to branding guidelines provided by ComCom.

However, administrators will have the freedom to customize the platform according to their organization's (entities ) branding guidelines. This includes the ability to integrate organizational logos, colors, and themes, ensuring the system aligns with the corporate identity.

### 5.13. Integration with External Systems

---

The geoportal will support integration with external systems and services, fostering data sharing and collaboration with relevant partners and organizations. This feature enhances the platform's connectivity and extends its functionality.

The primary systems for integration should be other intermetal systems of ComCom and database of National Public Registry of Georgia and other organizations via API.

### 5.14. User Notifications

---

To keep users informed and engaged, the system will generate notifications. Users and administrators will receive notifications for important updates, data approval requests, and system changes, ensuring timely responses and informed decisions. The notifications can also be accessed via the respective user profiles. Systems administrators and other user ser will receive alerts and

### 5.15. Access to Metadata and Documentation

---

Users will have direct access to metadata and documentation associated with all available datasets. This access aids in understanding the sources and quality of data, fostering transparency and informed decision-making. The metadata must be searchable and filterable

## 6. DATA REQUIREMENTS

### 6.1. Data Types

---

The system will hand various types of data including but not limited to physical, infrastructure, telecom service parameters, population and subscriber data. Following list represent non-inclusive list of data objects and map that will be represented in the system.

#### Vector Objects

Object types: point, Line, polygon

Object classes: (should be allowed to define object subclasses)

Passive infrastructure:

#### Duct (manhole, duct, pipe, etc)

Pole ( )

Splice

ODF

Cable

Fiber

Active infrastructure:

Switch, Router, DWDM,

Physical connection

Logical Connections

Virtual machine

Virtual connection

Structures:

Buildings

Apartments

Land plots

Other structures required by EU standards for maps.

Attributes of the class/object have:

Own attributes:

Intrinsic attributes ( e.g size, length, bandwidth, location coordinates, address (when available) )

Other attributes (owner, location, subject added, subject edited, date/time added, date/time edited, attribution to group ( one or several ), access level and permission ( view / edit / delete)

Defined set of values for some attributes ( e.g.

Data type ( e.g integer, double integer, string, etc.)

Functions for objects defined by class of object.

Map representation:

Terrain satellite / aerial map

Layers:

Regional data ( form Public registry map: MAPS.GOV.GE or directly entered )

Layers:

Official Region borders

Official Municipal Borders

Official Settlement boarders

Real estate registry items ( to correct title)

Terrain map – aero photo and other layers

Open Street Map

Telecom Infrastructure ( GIS information, configuration, utilization/service availability, service measurement data):

Mobile

BTS/Antenna data

Fixed

Passive infrastructure

Cables, Fiber strands, Copper, Coax (

Active equipment ( configuration, module utilization, )

Broadcast

Other

Connection:

Lambda

Pont to Point radio

Ethernet

VLAN

Fixed

Operator data

Crowd source data

NRA measurement

Mobile:

Operator data

Crowd source data

NRA measurement

NRA coverage simulation

Broadcast/Satellite:

Coverage data – from companies

NRA Measurement data

NRA simulation

Other coverage data

Service Demand

Population

Regional, Municipality, Statement, Building, Apartments

Infrastructure –Roads, Railway, Port, Airport

Other areas

System should allow representation of the countrywide georeferenced grid of different size (e.g 5x5m, 100x100m, 1x1 km etc)

Raster objects

- Topographic maps
- Orthophoto
- DEM maps
- ...

Data per portal -SIP/Broadband map is provided in Appendixes.

## 6.2. Data Sources

---

The platform contains numerous data from different data providers. These include open data (e.g. OSM), freely available geoservices and geodata, governmental data in various forms and data from telecommunications providers.

Different base maps should be available for selection. For this purpose, it may be necessary to provide existing raster data tiled for different scales (WMS-T).

The portal must be able to process and visualize data from different data sources. This includes internal GIS data e.g. as an OGC service (WMS,WMS-T,WFS) or in another form (database link or internal web services) as well as other external databases. In addition to the internal data, the portal must be able to display, attach and process available external data. This also includes external web services (OGC services, data via REST interface) as well as local geodata (e.g. GeoJSON, Shapefiles), which are integrated into the portal depending on user authorization. The integration of the different data sources, whether for display or search (POI etc.), must be configurable and customizable for administrators.

## 6.3. Data Quality Assurance

---

*Explain the processes and tools for data validation, quality control, and archiving.*

The system should provide tools for data validation and archiving.

Imported data should initially be checked for data type, geometric correctness and correct values for specific attributes. For each object type there should be a table describing allowed type and values per attribute. This will be predominantly conducted via GIS plugin. Point data and non-geographic attribute will be checked when entered via web interface.

After initial check system should conduct data validation by more detailed rules ( as described in Annex Validation ).

System should store previous values of the modified fields (attributes) and allow to restore previous value.

System should allow automatic / manual archiving of the stored data on layer level or based on selection and subscription restoration as required.

## 7. PERSONNEL REQUIREMENTS

The bidder is required to provide key personnel who are suited to filling the positions described, on the basis of their CVs, the range of tasks involved and the required qualifications. The below specified qualifications represent the requirements to reach the maximum number of points.

### **Team leader**

Tasks of team leader

- Overall responsibility for the assignment
- Coordinating and ensuring communication with ComCom and stakeholders involved in the project
- Quality control of products
- Overall responsibility for all defined products
- Overall responsibility to meet deadlines
- Preparation and implementation of foreseen events
- Coordination of backstopping sessions

Qualifications of the team leader

- Education: University qualification (level of Master) in Geo-Informatics, Geography, or Earth Observation or similar, Certificate geospatial development
- Language: Good business language skills in English
- General professional experience: 10 years of professional experience in Geo-Informatics or spatial technologies
- Specific professional experience: 5 years' experience in web platform development and open-source code development
- Leadership/management experience: 5 years of experience leading technical teams
- Experience with telecommunication networks and data structures
- Regional experience is a plus
- International Cooperation experience: 5 years of experience in IC

Projects

- Knowledge of international standards (in particular OGC, INSPIRE)

### **System architect**

Tasks of system architect

- Development of a comprehensive system architecture for the software, considering scalability, performance, and security.
- Define the overall structure of the system, including components, modules, and their interactions.



- Evaluate and select appropriate technologies and frameworks for the development of the map portal software.
- Provide justifications for technology choices based on the project's requirements.

#### Qualifications of the system architect

- Education: Master's degree in Computer Science, Information Technology, or a related field.
- Language: Good business language skills in English
- General professional experience: 5 years of professional experience as a system architect with a focus on complex software development projects
- Specific professional experience: 5 years' experience in relevant programming languages and technologies (e.g., JavaScript, Python, GIS technologies).
- Strong understanding of cloud platforms and services.
- Excellent communication and interpersonal skills to effectively convey technical concepts to non-technical stakeholders.
- Strong analytical and problem-solving skills, with the ability to make informed decisions and provide solutions to complex issues.

### **GIS developer**

#### Tasks of GIS developer

- Implement geospatial functionality and features within the map portal software
- Design and develop GIS data models and databases for spatial data storage
- Integrate GIS data from various sources and ensure data accuracy and quality
- Develop custom geoprocessing tools and a plugin for spatial analysis, data import and data manipulation.
- Collaborate with the system architect to define and implement GIS-related APIs.
- Ensure compatibility with different GIS data formats and standards.
- Optimize geospatial queries and operations for efficient performance.

#### Qualifications of the GIS developer

- Education: Master's degree in GIS, Geography, Computer Science, or a related field.
- Proficiency in GIS software and tools (e.g., ArcGIS, QGIS).
- General professional experience: 5 years of professional experience with GIS programming and programming languages (e.g., Python, JavaScript).
- Knowledge of spatial databases (e.g., PostgreSQL/PostGIS).
- Familiarity with geospatial web services (WMS, WFS, etc.).
- Strong problem-solving skills in the context of geospatial data and analysis.

- Understanding of coordinate systems, projections, and spatial indexing.

## **Web developer**

### Tasks of web developer

- Design and develop the user interface (UI) and user experience (UX) of the map portal.
- Implement responsive and visually appealing web pages using HTML, CSS, and JavaScript.
- Collaborate with the GIS developer to integrate geospatial features into the web interface.
- Ensure cross-browser compatibility and optimize the portal for various devices.
- Implement front-end components and features based on design specifications.
- Collaborate with the system architect to integrate back-end APIs and functionalities.
- Conduct testing and debugging of web applications to ensure smooth functionality.

### Qualifications of web developer

- Education: Master's degree in Computer Science, Web Development, or a related field.
- General professional experience: 5 years of professional experience in developing complex web-based applications
- Experience with front-end technologies (HTML5, CSS3, JavaScript) and frameworks (e.g., React, Node.js).

Understanding of web design principles and UI/UX best practices.

Familiarity with RESTful API integration and asynchronous request handling.

Ability to work with version control systems (e.g., Git).

Strong problem-solving and debugging skills.

Continuous learning and adaptation to new web technologies.

Unless team lead or system architect have proven experience with telecom networks and data structures, the team must engage experts with relevant telecom expertise.

### **Backstopping strategy:**

The bidder is required to describe its backstopping strategy, as additional experts and especially developers will be needed to develop the software.

## LIST OF ANNEXES:

### DATA STRUCTURES AND REQUIREMENTS

Data structures – Sip

Data structures- Broadband infrastructure

Data structures – Services

Data structures- Other

### VALIDATION RULES

GENERAL FUNCTIONAL AND NON FUNCTIONAL REQUIREMENTS

WEB USER INTERFACE GENERAL DESIGN GUIDELINES AND FUNCTIONS

RESOURCE, USER AND AUTHORIZATION MANAGEMENT

CRITICAL INFRASTRUCTURE DATA MANAGEMENT REQUIREMENTS

REQUIREMENTS FOR HELPDESK

SYSTEM ARCHITECTURE

DOCUMENTATION

TESTING

MAINTENANCE TERMS OF SERVICE SLA

REQUIREMENTS FOR GIS PLUGIN

SYSTEM DIMENSIONING

HOSTING REQUIREMENTS

REQUIREMENTS FOR THE 1<sup>ST</sup> STAGE OF THE PROJECT

REFERENCES

GENERAL PROPOSAL REQUIREMENTS

## DATA STRUCTURES AND REQUIRNEMNTS

Data structures are provided for initial guidance and will be refined during initial phases of the project.

### Data Structures - SIP

(According to the Infrastructure Sharing Law)

Elements	of	Physical	Infrastructures:
pipes			
masts			
ducts			
inspection chambers			
manholes			
cabinets			
buildings or entries to buildings			
antenna installations			
towers			
poles			

This elements will be represented on the map as a point, line or polygon.

Acceptable Geographical coordinate systems will be defined

These types of elements have distinctive attributes:

Address (Region, Municipality, Community, settlement, Street, number

location coordinates

Dimensions ( height, width, length, diameter for manholes)

Operational status (project, available, unavailable, being uninstalled, other may be added)

owner of the element

Type of use:: wiring, equipment, cable connection or termination, other may be added

Occupation of the capacity )

State of occupation: ( %, number of cables, other)

It should be possible to additional information about each including additional information on location, description on the element, possible restriction of element use, technical norms and procedures of using the element.

There may be added more filed to add attribute that will allow to categorize element types.

Civil Works Announcements should also be provided on SIP

Location of civil works

Address (Region, Municipality, Community, Settlement, Street, number coordinates

Type of physical infrastructure

Elements of physical infrastructure (coordinates, dimensions, maximum capacity, etc )

Construction start date, end date, application date, other

Contact information

Scheduled date of applying for construction permit.

#### Data Structures- Broadband Infrastructure

##### **Based on BEREC recommendation**

Nodes	
Node address – province	
Node address – commune	
Node address – unique identifier of commune (if possible)	
Node address – name of town	
Node address - unique identifier for town name (if possible)	
Node address - street name	
Node address - unique identifier of street (if possible)	
Node address - number of the building	

Node geometric center coordinates	Geographical coordinates: longitude and latitude in the WGS-84 coordinate system with an accuracy of 1 m
Building type or structure where the node is located	<p>Location of node:</p> <ul style="list-style-type: none"> <li>• office building;</li> <li>• residential building;</li> <li>• industrial building;</li> <li>• service building;</li> <li>• public building;</li> <li>• sacred object;</li> <li>• power grid object;</li> <li>• tower;</li> <li>• mast;</li> <li>• container;</li> <li>• pole;</li> <li>• cable well</li> </ul>
Possibility of sharing surface area in the facility where a node is located	Yes/No
Layers of the telecommunications node	<p>Layer:</p> <ul style="list-style-type: none"> <li>• backbone;</li> <li>• distribution;</li> <li>• access</li> </ul>
Transmission medium	<p>Transmission medium:</p> <ul style="list-style-type: none"> <li>• fiber optic;</li> <li>• coax, copper;</li> <li>• radio</li> </ul>
Technology for mediums	<p>fiber optic:</p> <ul style="list-style-type: none"> <li>• 10 Mb / s Ethernet;</li> <li>• 100 Mb / s Fast Ethernet;</li> <li>• 1 Gigabit Ethernet;</li> <li>• 10 Gigabit Ethernet;</li> <li>• 40 Gigabit Ethernet;</li> <li>• 100 Gigabit Ethernet;</li> <li>• GPON;</li> <li>• EPON;</li> <li>• DWDM;</li> <li>• CWDM;</li> <li>• SDH;</li> <li>• PDH;</li> <li>• (EURO) DOCSIS 3.x;</li> <li>• (EURO) DOCSIS 2.x;</li> </ul>

	<ul style="list-style-type: none"> <li>• (EURO) DOCSIS 1.x</li> </ul> coax, copper: <ul style="list-style-type: none"> <li>• (EURO)DOCSIS 3.x;</li> <li>• (EURO)DOCSIS 2.x;</li> <li>• (EURO)DOCSIS 1.x 1;</li> <li>• 10 Mb/s Ethernet;</li> <li>• 100 Mb/s Fast Ethernet;</li> <li>• 1 Gigabit Ethernet;</li> <li>• 10 Gigabit Ethernet;</li> <li>• VDSL2;</li> <li>• VDSL;</li> <li>• ADSL2+;</li> <li>• ADSL2;</li> <li>• ADSL;</li> <li>• HDSL;</li> <li>• PDH;</li> <li>• POTS/ISDN</li> </ul> radio: <ul style="list-style-type: none"> <li>• radio link,</li> <li>• WiFi 2.4 and 5 GHz;</li> <li>• WiFi - 5 GHz;</li> <li>• WiFi - 2.4 GHz;</li> <li>• WiMAX</li> </ul>
Maximum bandwidth for a single interface download	
Maximum bandwidth for a single interface upload	
Number of interfaces	
Source of node funding	Source of funding: <ul style="list-style-type: none"> <li>• commercial</li> <li>• state aid</li> </ul>

Lines	
Coordinates of the bending points of linear elements	Geographical coordinates: longitude and latitude in the WGS-84 coordinate system with an accuracy of 1 m

Destination	Layer of cable: backbone; distribution; access
Type of line	Transmission medium: <ul style="list-style-type: none"> <li>• fiber optic;</li> <li>• coax, copper;</li> <li>• radio</li> </ul>
Fibers	Fibers of the optical cable
Source of line funding	Source of funding: <ul style="list-style-type: none"> <li>• commercial;</li> <li>• state aid</li> </ul>

Mobile towers	
Object geometric center coordinates	Geographical coordinates: longitude and latitude in the WGS-84 coordinate system with an accuracy of 1 m
Mobile cell technology	<ul style="list-style-type: none"> <li>• 2G;</li> <li>• 3G;</li> <li>• 4G;</li> <li>• 5G</li> </ul>
Mobile cell identifier	Unique identifier of the corresponding mobile cell

Buildings enabling co-location	
Building address – province	
Building address – commune	
Building address – unique identifier of commune (if possible)	
Building address – name of town	
Building address - unique identifier for town name (if possible)	
Building address - street name	
Building address - unique identifier of street (if possible)	



Building address - number of the building	
Building geometric center coordinates	Geographical coordinates: longitude and latitude in the WGS-84 coordinate system with an accuracy of 1 m
Type of the building where the co-location could be located	Place of building where the co-location could be located <ul style="list-style-type: none"> <li>• office building;</li> <li>• residential building;</li> <li>• industrial building;</li> <li>• service building;</li> <li>• public building;</li> <li>• sacred object;</li> <li>• power grid object;</li> <li>• tower;</li> <li>• mast;</li> <li>• container;</li> <li>• pole;</li> <li>• cable well</li> </ul>
Possibility of the installation of antennas	Yes/No
Equipping the co-location space area with a raised floor	Yes/No
Equipping the co-location space area with air conditioning	Yes/No
Equipping the co-location space area with guaranteed DC48V power supply	Yes/No
Equipping the co-location space area with guaranteed AC230V power supply	Yes/No

### Mobile networks

*Technology digital maps with resolution of 100m x 100m or smaller, preferably using multiple designations or more to characterize each geographical point. This grid can be enriched with speed coverage.*

*Ultimately, the dataset to be collected in order to characterize the mobile network is presented in the next table. For each 100m x 100m (or smaller) area, the following information has to be provided from the operator's data :*

- *Operator code*
- *Grid code or polygon ID*
- *Technology availability*
- *VHCN class*

<i>Variable</i>	<i>Coordinate</i>	<i>Grid code</i>	<i>Zone code name</i>
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<i>Description</i>	<i>Coordinate and geometry of the polygon in the WKT format. 67,68</i>	<i>Code of the grid. Has to be unique per grid</i>	<i>Code of the zone, considering the lowest administrative unit in the Member State. For aggregation usage</i>
<i>Data type</i>	<i>Multipolygon</i>	<i>Character varying (50)</i>	<i>Character varying (70)</i>

<i>Grid Code Or polygon ID</i>	<i>Resolution (1)</i>	<i>Operator Code (according to a list provided by the NRA/ OCA)]</i>	<i>Technology</i>				<i>Max Download speed, (optional)</i>	<i>Max Upload speed, (optional)</i>	<i>VHC N class</i>
			<i>3G availability, high likelihood of service reception</i>	<i>4G availability, high likelihood of service reception</i>	<i>5G nonstandalone availability high likelihood of service reception</i>	<i>5G standalone availability high likelihood of service reception,</i>			
<i>Integer</i>	<i>String</i>	<i>Character varying (6)</i>	<i>Boolean</i>	<i>Boolean</i>	<i>Boolean</i>	<i>Boolean</i>	<i>This entry is optional.</i>	<i>This entry is optional.</i>	

6G and other future technology should be also added.

#### Data Structures – Services

**Based on BEREC recommendation** On the other hand, the coverage of fixed-line networks is best analysed through the availability of services and the provision of telecommunications services in individual buildings.

<b>Buildings where the fixed network ends or end-user terminal equipment is installed</b>	
Building address – province	

Building address – commune	
Building address – unique identifier of commune (if possible)	
Building address – name of town	
Building address - unique identifier for town name (if possible)	
Building address - street name	
Building address - unique identifier of street (if possible)	
Building address - number of the building	
Building geometric center coordinates	Geographical coordinates: longitude and latitude in the WGS-84 coordinate system with an accuracy of 1 m
Medium	Medium: <ul style="list-style-type: none"> <li>• fiber optic;</li> <li>• coax, copper;</li> <li>• radio</li> </ul>
Technology of access network	<p>fiber optic:</p> <ul style="list-style-type: none"> <li>• 10 Mb / s Ethernet;</li> <li>• 100 Mb / s Fast Ethernet;</li> <li>• 1 Gigabit Ethernet;</li> <li>• 10 Gigabit Ethernet;</li> <li>• 40 Gigabit Ethernet;</li> <li>• 100 Gigabit Ethernet;</li> <li>• GPON;</li> <li>• EPON;</li> <li>• DWDM;</li> <li>• CWDM;</li> <li>• SDH;</li> <li>• PDH;</li> <li>• (EURO) DOCSIS 3.x;</li> <li>• (EURO) DOCSIS 2.x;</li> <li>• (EURO) DOCSIS 1.x</li> </ul> <p>coax, copper:</p> <ul style="list-style-type: none"> <li>• (EURO)DOCSIS 3.x;</li> <li>• (EURO)DOCSIS 2.x;</li> <li>• (EURO)DOCSIS 1.x 1;</li> <li>• 10 Mb/s Ethernet;</li> <li>• 100 Mb/s Fast Ethernet;</li> <li>• 1 Gigabit Ethernet;</li> </ul>

	<ul style="list-style-type: none"> <li>• 10 Gigabit Ethernet;</li> <li>• VDSL2;</li> <li>• VDSL;</li> <li>• ADSL2+;</li> <li>• ADSL2;</li> <li>• ADSL;</li> <li>• HDSL;</li> <li>• PDH;</li> <li>• POTS/ISDN</li> </ul> <p>radio:</p> <ul style="list-style-type: none"> <li>• radio link,</li> <li>• WiFi 2.4 and 5 GHz;</li> <li>• WiFi - 5 GHz;</li> <li>• WiFi - 2.4 GHz;</li> <li>• WiFi 6 GHz</li> <li>• WiMAX</li> </ul>
Possible services	<ul style="list-style-type: none"> <li>• fixed Internet access;</li> <li>• fixed line POTS and ISDN;</li> <li>• VoIP telephony;</li> <li>• IPTV or DTV</li> </ul>
The maximum bandwidth that can be offered to the end user for fixed broadband Internet access	<ul style="list-style-type: none"> <li>• 30 Mbit/s</li> <li>• 100 Mbit/s</li> <li>• more than 100 Mbit/s</li> </ul>

Services already provided	
Building address – province	
Building address – commune	
Building address – unique identifier of commune (if possible)	
Building address – name of town	
Building address - unique identifier for town name (if possible)	
Building address - street name	
Building address - unique identifier of street (if possible)	
Building address - number of the building	

Building geometric center coordinates	Geographical coordinates: longitude and latitude in the WGS-84 coordinate system with an accuracy of 1 m
Medium	<p>Medium:</p> <ul style="list-style-type: none"> <li>• fiber optic;</li> <li>• coax, copper;</li> <li>• radio</li> </ul>
Technology of access network	<p>fiber optic:</p> <ul style="list-style-type: none"> <li>• 10 Mb / s Ethernet;</li> <li>• 100 Mb / s Fast Ethernet;</li> <li>• 1 Gigabit Ethernet;</li> <li>• 10 Gigabit Ethernet;</li> <li>• 40 Gigabit Ethernet;</li> <li>• 100 Gigabit Ethernet;</li> <li>• GPON;</li> <li>• EPON;</li> <li>• DWDM;</li> <li>• CWDM;</li> <li>• SDH;</li> <li>• PDH;</li> <li>• (EURO) DOCSIS 3.x;</li> <li>• (EURO) DOCSIS 2.x;</li> <li>• (EURO) DOCSIS 1.x</li> </ul> <p>coax, copper:</p> <ul style="list-style-type: none"> <li>• (EURO)DOCSIS 3.x;</li> <li>• (EURO)DOCSIS 2.x;</li> <li>• (EURO)DOCSIS 1.x 1;</li> <li>• 10 Mb/s Ethernet;</li> <li>• 100 Mb/s Fast Ethernet;</li> <li>• 1 Gigabit Ethernet;</li> <li>• 10 Gigabit Ethernet;</li> <li>• VDSL2;</li> <li>• VDSL;</li> <li>• ADSL2+;</li> <li>• ADSL2;</li> <li>• ADSL;</li> <li>• HDSL;</li> <li>• PDH;</li> <li>• POTS/ISDN</li> </ul> <p>radio:</p> <ul style="list-style-type: none"> <li>• radio link,</li> <li>• WiFi 2.4 and 5 GHz;</li> <li>• WiFi - 5 GHz;</li> <li>• WiFi - 2.4 GHz;</li> </ul>

	<ul style="list-style-type: none"> <li>• WiMAX</li> </ul>
Provided services	<ul style="list-style-type: none"> <li>• fixed Internet access;</li> <li>• fixed line POTS and ISDN;</li> <li>• VoIP telephony;</li> <li>• IPTV or DTV</li> </ul>
Speed downstream	
Type of client	<ul style="list-style-type: none"> <li>• individual client;</li> <li>• business client</li> </ul>
Number of clients	

Broadband Map Data Sets already owned by ComCom.

Should be considered / added to proposed infrastructure map structure.

1. Lines	
1.1. Sewer channels	
Name	Definition
Geometry	Sewer channel geometry (GIS format)
Channel views	Sewage canal points
Channel diameter	Sewage canal diameter (cm)
Depth of soil	Sewage canal depth
1.2. Optical cables	
Geometry	Optical cable geometry (GIS format)
Fibers	Fibers of the optical cable
Destination	Purpose of optical cable: backbone, distribution, access layer.
Location type	Optical cable placement type. For example : in the ground – channel, water, pole, oil, building, cable in the ground without the channel)

Depth of soil	Optical cable for depth (fill in mandatory if the optical cable is in the ground without the channel)
<b>2. Passive infrastructure</b>	
<b>2.1. Connection points</b>	
Geometry	Geometry sump location (GIS format) (Includes a connector that is suitable for connecting / disconnecting optical cables)
<b>2.2. Telecommunication cabinets</b>	
Geometry	Sewer cabinet location (GIS format )
Type	Sewer cabinet type (small, medium, large)
<b>2.3. Optical Distribution Devices</b>	
Geometry	ODF cabinet location (GIS Format )
Type	ODF type (station, rackmount, subscription distribution)
<b>2.4. Sewer wells</b>	
Geometry	Sewage wells location (GIS format )
Type	Sewage wells type (small, medium, large, plant)
<b>2.5. Terminal devices</b>	
Geometry	The terminal device for the location (GIS format )
Terminal identifier	Unique identifier of the corresponding terminal device
Destination	Core, backbone, backhaul, access
100 Mb port points	100-megabit port points
1 Gb port points	1- gigabit port points
10 Gb ports points	10- gigabit port points
10 Gb + port points	Number of ports with a capacity of more than 10 gigabytes
<b>3. Logical connections</b>	

3.1 Fixed broadband network topology	
A terminal device identifier	The terminal device unique identifier (form 2.5)
B Terminal Device Identifier	The terminal device unique identifier (form 2.5)
Destination of the terminal	For example : trunk, backhaul, access.
Full bandwidth	Full bandwidth in gigabits
Private business purpose . Loaded bandwidth	Private purposes occupied in Gigabits
Lease issued bandwidth	Lease issued bandwidth in Gigabits
4. Towers and Coverage	
4.1 Mobile Towers and Coverage	
GSM cell geometry	GSM cell geometry (GIS format )
GSM cell technology	2G, 3G, 4G
GSM cell identifier	Unique identifier of the corresponding GSM cell
Tower for the coordinate	Tower for the coordinate

Additional attributes should be added to the description of Mobile Towers and Coverage like newer technologies 5G and 6G. mobile cell band, mobile cell azimuth, type of antenna and other cell parameters. This has to be linked to the databases with types and parameters of mobile cell antennas and other networking elements.



Data Structure – Other**National grid**

System should allow creation of georeferenced national grid of different size ( e.g. 10x10m , 50x50, 100x,100m, 1x1 km etc.) with various attributes associated with the grid

**Other****objectives**

It should be possible with developed system tools to add data structures used for collection of other required information like Damand Mapping, Infrastructure Mapping and other

**Demand mapping**

When analysing the topic of demand mapping, it should be stated that this applies in particular to information collected from consumers. The portal for reporting the demand should allow, in addition to presenting information collected from operators (availability of services), reporting demand for services by consumers. The demand reporting form may contain the following fields:

Services already provided	
Building address – province	
Building address – commune	
Building address – unique identifier of commune (if possible)	
Building address – name of town	
Building address - unique identifier for town name (if possible)	
Building address - street name	
Building address - unique identifier of street (if possible)	
Building address - number of the building	
User type	<ul style="list-style-type: none"> <li>• individual client;</li> <li>• business client</li> </ul>
Current access medium:	Medium: <ul style="list-style-type: none"> <li>• fiber optic;</li> <li>• coax, copper;</li> </ul>

	<ul style="list-style-type: none"> <li>• radio;</li> <li>• no access medium</li> </ul>
Effective measured speed (upstream) (if possible)	
Effective measured speed (downstream) (if possible)	
Service demand – type	Type: <ul style="list-style-type: none"> <li>• Internet;</li> <li>• telephone;</li> <li>• TV;</li> <li>• Hot-spot</li> </ul>
Service demand – minimum internet speed	
Willingness to pay for broadband service - maximum amount	

### Investment mapping

Moving on to the data structure for investment mapping, it is worth mentioning that it is recommended to apply a data sub-structure to the data on the existing telecommunications infrastructure, in particular lines and planned buildings that will be within the coverage of the planned network.

Investment plans	
Start date	
End date	
Source of funding	<ul style="list-style-type: none"> <li>• commercial;</li> <li>• state aid</li> </ul>
Investments cost	
Lines	
Coordinates of the bending points of linear elements	Geographical coordinates: longitude and latitude in the WGS-84 coordinate system with an accuracy of 1 m
Destination	Purpose of cable: backbone, distribution, access layer

Type of line	Transmission medium: <ul style="list-style-type: none"> <li>• fiber optic;</li> <li>• coax, copper;</li> <li>• radio</li> </ul>
Fibers	Fibers of the optical cable
Buildings that will be within the coverage of the planned network	
Building address – province	
Building address – commune	
Building address – unique identifier of commune (if possible)	
Building address – name of town	
Building address - unique identifier for town name (if possible)	
Building address - street name	
Building address - unique identifier of street (if possible)	
Building address - number of the building	
Building geometric center coordinates	Geographical coordinates/: longitude and latitude in the WGS-84 coordinate system with an accuracy of 1 m
Medium	Medium: <ul style="list-style-type: none"> <li>• fibre optic;</li> <li>• coax, copper;</li> <li>• radio</li> </ul>

## VALIDATION RULES

To ensure the overall quality of the mapping, it is necessary to check all data. So the choice of methodology to be made is not whether to check the data provided by telecom operators or infrastructure owners, but rather what quality control process or combination of processes to install. However, it is important to find the right balance between a reasonable level of data accuracy and the effort required to achieve this. To some extent, the number of options depends, among other things, on

the data formats selected and the number of data providers. Installing a standardized quality control procedure is helpful.

Any externally supplied data should be checked for plausibility and different procedures are available for this. Plausibility checks appear to be mandatory for any mapping initiative.

Ideally, data checks should be automated. Data checks can be divided into substantive data verification and topological verification.

The substantive verification of data is based on the interrelationships between the data and the theoretical technological possibilities of the reported elements.

The following defects should be checked:

- geometry type;
- duplicates;
- loops;
- empty geometries;
- unrealistic geometries (e.g. the perimeter of the object is disproportionate to the surface);
- lack of consistency (intervals between the objects for continuous areas)
- 

Each set or data, data object type and each attribute of data has to have its own validation rules. Some attributes can be check just for data type ( number, text, etc.) or value ranges or allowed values.

Here are some examples:

Id	Rule name	Description	Tip
1.	The radius of the sector is outside the indicated range of the radio access technology	The radius value specified exceeds the accepted warning thresholds in the context of the maximum radius for the technology.	1. It is necessary to verify the radius values, which should be given in metres.
2.	Address points within the range of a fixed network are located further away from the node than the maximum radius of the node operation for a given technology	<p>Too large a distance between the access node and the coordinates of the address point at which the wired network ends or the end terminal of the wireless fixed access network is installed (in metres):</p> <p>for fiber optic medium:</p> <ul style="list-style-type: none"> <li>• CWDM – 100000,</li> <li>• DWDM – 100000,</li> <li>• SDH – 100000,</li> <li>• 100 Mb/s Fast Ethernet – 20000,</li> <li>• 1 Gigabit Ethernet – 20000,</li> <li>• 10 Gigabit Ethernet – 20000,</li> <li>• 100 Gigabit Ethernet – 20000,</li> <li>• EPON – 20000,</li> </ul>	<p>1. The correctness of the address and coordinates of the point of the terminal end-user wireless access network should be checked.</p> <p>2. It is necessary to verify the correctness of the assigned access technology.</p>

		<ul style="list-style-type: none"> <li>• GPON – 20000,</li> </ul> <p>for medium coaxial medium with:</p> <ul style="list-style-type: none"> <li>• (EURO) DOCSIS 1.x – 20000,</li> <li>• (EURO) DOCSIS 2.x – 20000,</li> <li>• (EURO) DOCSIS 3.x – 20000,</li> <li>• 100 Mb/s Fast Ethernet – 1000,</li> <li>• TVK – 20000,</li> </ul> <p>for steam copper medium:</p> <ul style="list-style-type: none"> <li>• ADSL – 6000,</li> <li>• ADSL2 – 6000,</li> <li>• ADSL2 + – 6000,</li> <li>• VDSL – 1000,</li> <li>• VDSL2 – 1000,</li> <li>• 10 Mb/s Ethernet – 100,</li> <li>• 100 Mb/s Fast Ethernet – 100,</li> <li>• 1 Gigabit Ethernet – 100, 10 Gigabit Ethernet – 100, for radio:</li> <li>• WiFi – 2.4 GHz – 15000,</li> <li>• WiFi – 5 GHz – 5000,</li> <li>• WiMAX – 40000,</li> <li>• LMDS – 30000.</li> </ul>	
3.	No services provided on the fixed network access nodes	The entity reported its own or shared access node with fixed technologies (wired and wireless) without services provided on its coverage, i.e. none of the buildings with active services within the network coverage indicates the given access node.	<p>1. The services provided at the node should be reported.</p> <p>2. If there are multiple nodes at one address point, we suggest merging them into a single node with appropriate interfaces, ranges and services provided.</p>
4.	Too many services on the access node of the fixed network	The number of services connected to own or shared single node of the fixed network exceeds (for any of the technologies): <ul style="list-style-type: none"> <li>• CWDM/DWDM – 500,</li> <li>• ATM – 500,</li> <li>• SDH – 500,</li> <li>• 10 Mb/s Ethernet – 500,</li> <li>• 100 Mb/s Fast Ethernet – 500,</li> <li>• 1/10 / 40/100 Gigabit Ethernet – 500,</li> <li>• EPON/GPON – 5000,</li> <li>• ADSL/ADSL2/ADSL2 + – 1500,</li> <li>• VDSL/VDSL2 – 1500,</li> </ul>	1. Do not aggregate the WiFi base stations in different buildings and their ranges to the central node. Each of the WiFi base stations is a separate node to which you must connect the network coverage in which broadband services are provided.

		<ul style="list-style-type: none"> <li>• (EURO) DOCSIS 1.x/2.x/3.x – 15000,</li> <li>• WiFi – 2.4/5 GHz – 150,</li> <li>• WiFi 2.4 and 5 GHz – 150,</li> <li>• WiMAX – 150,</li> <li>• LMDS – 150,</li> </ul>	<p>2. It is necessary to verify the number of clients reported in the buildings connected to a given node.</p> <p>3. It must be verified that all buildings reported within the range of a given node are actually within its range.</p>
5.	No indication of network coverage for own or shared access	The entity reported the access node with stationary technologies (wired or wireless) outside its operating range, i.e. none of the network terminations indicates the given access node.	<p>1. Provide the node building ranges. The minimum building range of the access network node is the installation address of the network (e.g. in the case of ETH networks).</p> <p>2. In the case of multiple devices of one technology in one building, logical aggregation of the nodes located at the same address point should be performed and their common area of operation should be determined.</p>
6.	Beginning and end of the cable line at the same point	The beginning and end of the line (address or geographic coordinates) indicate exactly the same point.	Verify the address or coordinates of the endings.
7.	WiFi interface in the backbone layer	A backbone layer was indicated for the WiFi interface – WiFi is not a backbone layer technology.	Check the network layers provided for this interface.
8.	Number of fibers in the indicated cable lines is not compliant with the standards	For fiber-optic lines, an odd number of fibers have been given or there are two pairs of cables with a known length of over 100 m.	<p>1. The number of fibers in the cable must be even and greater than zero.</p> <p>2. Patchcord (two-fiber cable) can have a</p>

			maximum length of 100 m.
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For addresses, the following can be checked:

Id	Rule name	Description	Tip
1.	It is not allowed to merge multiple coverage addresses	<p>The entered address is not in the reference address point database and:</p> <ol style="list-style-type: none"> <li>1. In the building number, quote marks are used to indicate the replacement of subsequent numbers, e.g. “,” “entire”.</li> <li>2. The building number contains at least three digits differing by a value of more than 4. This may indicate that a list of buildings has been provided by the entity, instead of the address of a single building.</li> </ol>	<p>It is not allowed to transfer individual building numbers as one entry, for example: 1, 2, 3, 4, 5, 6 or “the whole street”, “From 1 to 20”.</p> <p>2. Individual address points should be shown as separate items with their own unique building numbers.</p>
2.	Invalid house number	<p>The building address is not in the reference address database. The structure of the order number indicates its possible incorrectness, e.g.:</p> <ol style="list-style-type: none"> <li>1. In the building number, there are no Arabic numerals.</li> <li>2. Serial numbers with the Ddd/Ddd scheme, where consecutive numbers are different from each other by a value other than 2, 4, 6, 8, 10, 12.</li> <li>3. Serial numbers with the scheme Ddd/Ddd/Ddd, where consecutive numbers are different from each other by a value other than 1 or 2.</li> <li>4. The building number has 2 or more characters that are not Arabic numerals.</li> <li>5. The building number contains characters other than Arabic numerals, letters or “-”, “/”.</li> </ol>	<ol style="list-style-type: none"> <li>1. Verify building numbers.</li> <li>2. If the data is in accordance with the actual state (e.g. the entity operates on a premises where the premixed settlement with building numbers is inconsistent with the regulation on building numbering and does not have these addresses in the building base), it also has to provide additional coordinates of the building address.</li> </ol>
3	Coordinates outside the municipal boundaries	The coordinates are located outside the indicated municipality.	Please verify the correctness of coordinates and the name of the municipality.

The verification of the topological consistency of the objects consists in checking whether the data set does not include the following errors:

- overlapping spatial objects of the same class,
- propagation and lack of common nodes in area facilities of the same class, e.g. telecommunications networks,
- indicating coordinates outside the declared area, e.g. outside the country.

It is also possible to carry out a manual data control, but due to the time-consuming nature of the data, it should be carried out randomly. A relatively simple approach is to compare the data with data published otherwise by the same operator or infrastructure owner.

User feedback is another additional way to check and potentially improve data quality. In order to receive feedback from users, the feedback function is often integrated with the online presentation of mapping results, in particular information about available telecommunications services. Members of the public may therefore provide feedback if they consider the information to be incorrect.

The selection of data verification methods will be an individual approach of each EAP country, but it should be remembered that it is a very important element of broadband mapping and absolutely cannot be ignored.

## GENERAL FUNCTIONAL AND NON FUNCTIONALS REQUIREMENTS

### Functional requirements

The analysis of functional requirements makes it possible to identify and describe the desired behavior of the system. According to one definition, a functional requirement is a statement of what services the system is to offer, how it should respond to specific input data, and how it should behave in specific situations. In some cases, the functional requirements specify what the system should not do. The table below proposes the requirements for building a system based on a map portal.

ACCESS MANAGEMENT	
	The system must allow role and policy based access control.
	The system must provide for managing access to the system.
	The system must enable the portal (user interface) to be protected against unauthorized access when logging in using a password security policy.
	The system must enable the addition of new trusted applications involved in the process of joint authorization and authentication.
	The system must provide real-time security in case of unusual logging activities and unusual sessions (logging in from another device - telephone, computer, IP address, from another browser, using a foreign proxy).



	The system must provide support for two-step verification (e.g. SMS).
	The system must enable setting up an account and assigning and deleting individuals to operate within the organization.
	The system is to be designed and constructed so that it is not possible to create multiple accounts for one entity.
	The system must separate organizations, e.g. in the form of their accounts.
<b>CATALOG SERVICES (SECURE REPOSITORY)</b>	
	The system must prevent unauthorized access.
	The system must enable the download, transmission and display of identity information.
	The system must allow central identity management that ensures automatic creation, updating, blocking, unlocking and deleting of user accounts.
<b>ACCOUNT AND AUTHORIZATION MANAGEMENT</b>	
	The system must enable automatic detection of threats and reacting to them - e.g. inactive accounts, protocol anomalies, traffic anomalies, attacks on the application.
	The system must allow the user to set up an account and login.
	.
	The system must allow management of spatial-oriented permissions, i.e. permissions to view and edit a specific area (on the map).
	The system must allow for the granting privileges based on external sources authorized by the managers of the system.
	The system must allow temporary and/or permanent account blocking.
	The system must enable secure recovery of forgotten passwords by external users.
	The system must allow dynamic control of business rules and the definition of an effective list of user rights.
	Any user authentication in any area of the system (login) must also offer the option of logging out (log in/out).
<b>REDUCED LOGIN</b>	
	The system must provide a single login to the system.
	The system must allow a single logout - defined by the administrator.

	The system must force confirmation of a single logout from all services.
	The system must enable the management of passwords and user names both internal (system administrator) and external.
	The system must ensure password security and eliminate "shared use of passwords" - passwords must be strong and hidden, and those generated during the first login must be additionally random.
	The system must allow users to change passwords themselves.
	The system must enforce a periodic password change.
<b>AUDIT AND REPORTING</b>	
	The system must provide audit and monitoring of entitlements.
	The system must provide planning and automation of tasks related to assessment, detection and notification of violation of control principles.
	The system must ensure that reports are generated only based on information stored in the identity management system repository. When generating reports, the necessary information does not have to be downloaded from managed systems.
<b>INTERFACE</b>	
	The system must allow changing the interface language.
	The system must be available in both official and English languages. The English version of the site will be limited to basic content intended for non-logged users.
	The system must react to the movement of the indicator: <ul style="list-style-type: none"> <li>• allow highlighting the element that is a link to another resource (by highlighting, underlining or framing),</li> <li>• enable the menu to be expanded (in the case of a drop-down list),</li> <li>• display alternative text for graphic objects.</li> </ul>
	The system must display links illustrating the path taken from the start page of the site to the current location, enabling navigation backwards, to selected waypoints.
	The system must enable the display of photos (in at least JPEG, TIFF, PNG, GIF, BMP formats): <ul style="list-style-type: none"> <li>• in the form of thumbnails of originals no larger than 300x300px,</li> <li>• in its full size with its description,</li> <li>• in the form of thumbnails of the other photos in the publication under the photo currently displayed in full size. The thumbnail section should be equipped with buttons for navigation - if it is not possible to present.</li> </ul>
	The system must allow sharing the content of the publication by sending a link to the page currently being viewed to any email address via social media.
	The system must enable the export of publications to a pdf file. The export must allow you to choose the page layout: vertical, horizontal.
	The system must allow printing documents, graphs in a form compatible with the appearance on the screen.

	In case of a technical failure, the system must display information about the temporary unavailability of the website.
	The system must include a mechanism to alert the user when a link selection opens a page in a new window. It should be possible to enable the warning option from the administrator account.
	The system must allow displaying a message about the possibility of incorrect page display for lower versions of browsers than those indicated in the requirements.
<b>BANNERS</b>	
	The system must enable: <ul style="list-style-type: none"> <li>• banner management (adding, removing, editing),</li> <li>• set the order of banners in rotation,</li> <li>• assigning a link to a publication on the portal.</li> </ul>
	The system must display a banner rotator on the home page.
	The system must allow banner scrolling.
	The system must allow redirection to the publication to which the banner applies.
<b>COMMUNICATION WITH MODULES</b>	
	The system must allow authorized users to be redirected to the descriptive (non-spatial) input area.
	The system must allow redirection to the GIS - Map Portal area in accordance with the assigned access rights.
<b>SEARCH ENGINE</b>	
	The system must enable full-text search in the portal (based on publication title, content, keywords).
	The system must allow searching regardless of the size of the letters entered and the type of characters.
	The system must prompt the user for search results when entering text in a text field.
	The system must enable full-text search for files attached to the publication.
	The system must enable advanced search based on categories, content, keywords, author, date range.
	The system must allow the presentation of search results in the form of a list containing the publication name (which is a link to the publication), lead and date of publication.
	The system must make it possible to highlight the search phrase in the search results.
	The map portal operating in the GIS area must have and provide its own search tools specific for searching spatial information.
<b>PUBLICATION / CONTENT MANAGMENT</b>	

	The system must allow content to be published on the portal using a form defined by the system administrator.
	The system must allow publication editing.
	The system must allow removal of the publication.
	The system must allow restoring previous versions of the publication (min 1 back).
	The system must enable the publication status to be determined: published, unpublished, draft, highlighted.
	The system must allow text formatting using the built-in text editor.
	The system must allow creating links in the publication for related publications on the portal.
	The system must allow publication links to other external resources.
	The system must allow adding any files (presented as links) to the publication.
	The system must allow embedding of films in the publication.
	The system must be able to add photos and descriptions for publication, and remove them.
	The system must enable publication category management (creating, editing and deleting publication categories).
	The system must have the ability to create and manage publication templates.
	The system must allow publication preview before publishing.
	The system must allow you to define and display your own information regarding the unavailability of the system.
	The system must automatically generate the map of the portal and enable its editing.
<b>NOTIFICATION</b>	
	The system must allow email notifications to be sent.
	The system must allow sending notifications to internal and external users based on their type, role in the system or defined by the administrator.
	The system must allow you to create, edit and delete notification templates.
<b>SYSTEM</b>	
	The system must provide map services for various types of client applications: desktop class applications, applications working in the environment of web browsers, applications for mobile devices (browsing) that support standard OGC services ( WMS, WFS etc).
	The system must provide GIS tool applications for transforming spatial data for client type applications: desktop class applications, applications working in a web browser environment.
	The system must be accessible to users with appropriate permissions. It must provide diverse services and display diverse content based on the permissions of individual users.

	The system must have a list of available WMS, WMTS, WFS and WCS services that can be edited by administrators and ensure that the user can automatically load data from services selected by the user on this list.
	The system must allow viewing of spatial data maintained in the system and made available through OGC services.
	The system must allow access to spatial data services enabling in the system database: <ul style="list-style-type: none"> <li>• loading data,</li> <li>• data extraction (browsing, queries, searching, exporting to various formats).</li> </ul>
	The system must allow viewing and editing of attributes directly in the web browser of spatial vector data.
	The system must allow the creation of map tiles services with the cache mechanism - cache images (map tiles) must be saved in files in JPG or PNG graphic format.
	The system must enable caching for any scales and reference systems, including a new scale level added to existing levels, and provide the ability to update all or part of the cache - for a defined area (including an irregular training ground), for selected scale levels.
	The system must present all spatial data in the coordinate system used in the given country.
	The system must allow the selection of a coordinate system for viewing, entering and editing the spatial data held in the system.
	The system must enable / disable individual layer groups / individual layers in the map legend.
	The system must allow you to change the order of the layers in the map legend.
	The system must allow users to save, load and delete user maps (in particular the user-defined layer range, layer order, styles of individual layers).
	The system must enable saving of the displayed map range, enabling its later reproduction (spatial tab).
	The system must be able to define map compositions.
	The system must be able to define legends for individual map compositions.
	The system must allow changing the display style of a given layer in the map legend for loaded vector layers.
	The system must be equipped with at least mechanisms: <ul style="list-style-type: none"> <li>• scale value settings to set scale thresholds (for example: 1: 1000, 1: 2000, 1: 5000, 1: 10000, 1: 500000),</li> <li>• scale changes (zoom in, zoom out),</li> <li>• settings any scale (by entering a value),</li> <li>• shifts,</li> <li>• changing the view center,</li> <li>• showing the entire data range,</li> <li>• returning to the previous view,</li> <li>• showing in a separate field the range and view position in relation to the state contour,</li> </ul>

	<ul style="list-style-type: none"> <li>• range and view position in relation to the state contour,</li> <li>• measurement ( point coordinates, segment length, broken length, area of any area, perimeter).</li> </ul>
	The system must allow you to specify the scale ranges in which individual data is displayed.
	The system must be able to read and display the attributes of the objects presented on the map.
	The system must be able to display information about the objects selected by selecting the area on the map. The list should contain information about the classes (layers) of objects, a list of objects contained in the selected area, and descriptive attributes of these objects.
	The system must enable tabular display of information about the objects selected on the map along with the ability to sort their content by multiple columns.
	The system must allow displaying the data layer attribute table, with the ability to select records, group selected records and hide columns.
	The system must allow visualization of various types of spatial data and related data presented in tabular form in interactive mode (selecting an object on the map will highlight the record with attributes in the tabular window and vice versa).
	The system must enable authorized stakeholders to download spatial data held in the system, including in particular copies of collections or parts thereof.
	The system must allow the user to load their own range of interest in the form of a vector or text file with coordinates .
	The system must allow the export of tabular data.
	The system must be able to export geometric data with attributes. The scope of exported layers will depend on the user's privileges. Users can have export permissions for all layers or a limited scope depending on the assigned permissions.
	The system must be able to export data without having to specify the spatial range on the map. In this situation, the system must allow exporting individual layers in the spatial range, which is defined on the basis of permissions.
	The system must provide stakeholders with tools to directly enter verified information into the system database and to update information.
	The system must provide tools for manual vectorization (digitization) of small amounts of spatial data as well as for handling their validation and transfer to the system's production base.
	The system must allow setting the active layer in the map legend. For the active layer, it will be possible to perform additional actions, in particular: editing geometric data of objects of a given layer, editing object attributes.
	The system must allow users to report discrepancies between the data collected in the system and their true state.
	The system must allow detaching the data window from the map portal container and moving it outside the map portal area, e.g. to a second monitor.
	The system must be operated in the field of browsing services on mobile devices (tablet, smartphone). The system on mobile devices will work in responsive mode without having to build a separate version of the application.

SYSTEME TECHNICAL REQUIREMENTS FOR ENTERING AND UPDATING DATA	
	The system must allow authorized users to add, modify and move historical versions of objects on predefined layers along with editing their attributes.
	The system must allow authorized users to interactively enter and edit spatial data with attributes into temporary layers.
	The system must allow authorized users to edit geometric and descriptive data in the production database (data update).
	The system must provide a set of tools for the data provider to check the geometric and logical consistency of the data added or modified with the data functioning in the system.
	The system must allow authorized users to configure pop-up windows containing information about the selected or new object, launched by selecting the object from the data layer in the map window. Configuration is done by defining fields that map users will be able to edit, changing the order of fields in the popup window, changing the displayed field names.
	The system as part of adding or modifying objects must allow inserting or changing the position of points or vertices by placing them anywhere or by entering coordinates.
	The system as part of adding or modifying objects must allow the use of geometry (edges) of already existing objects, i.e. automatically create a fragment of the object's course as a copy from the indicated fragment of the existing object.
	“Individual data can be selected and exported (e.g. as GeoJSON).
	The system as part of the modification of linear and surface objects should enable the selection of one or more vertices (including the selection of the first and last vertices, which will select all vertices between the two) and enable collective operation on them.
127	As part of removing objects, the system should enable selection of one or more objects (including the selection of objects) and transfer them to historical data.
128	The system must allow secure data editing in multi-access mode.
129	The system must provide versioning of the objects (object life cycle, history).
130	The system must allow archival data to be stored.
	The system must automatically delete archive data older than the number of years specified by the user.
	The system must provide versioning of the objects (object life cycle, history) and allow displaying the map according to the state for the given day.
	The system must allow automatic insertion of point objects to a given layer based on coordinates saved in a text file or in a spreadsheet.
	The system must allow background vector tiles and geo-referenced raster files to be attached as backgrounds.
	The system must provide controls when entering data based on quality models.

	The system must provide access to the import register through the user interface. The register must contain in particular: date of entering data, user name, name of institution, description of data that has been entered into the system. The register must contain information on the data import mode and allow sorting and filtering entries.
<b>ADMINISTRATION</b>	
	The system must have a module that allows administrators to manage through a web browser, allowing: creating new, modifying existing maps and map compositions as well as adding and removing them from publications, managing the publication of GIS tool applications.
	Activities related to supplying the system should be possible to be carried out by external users (stakeholders).
	The system must allow management of the content of the map composition, configuration of the data and metadata search engine, rights to individual layer groups and/or layers, rights to individual attributes.
	The system must allow defining user access roles to layer groups, layers, and individual object attributes of a given layer.
	The administrator must be able to assign different roles for individual data, e.g. browsing, importing, exporting, editing, etc.
	The system must enable monitoring the operation of the portal by automatically generating statistics on resource use, user activity and user groups.
	The administrator must be able to define a list with clauses that will be available in the print parameters.
	The administrator must be able to assign the availability of specific clauses in the print parameters to a specific user/user groups.
	The system must be able to publish data from specific file formats, geodatabases and databases.
	The system must enable the publication of data stored in any coordinate system as long as the system has parameters that uniquely define it.
	The system must enable the publication of map data in the form of WMS, WFS, WMTS services.
<b>SYSTEM DATA SUPPLY BY EXTERNAL USERS</b>	
	The system must enable the or input of data (text, vector, raster) by external entities.
	The system must enable connecting data from the resources of other institutions.
<b>POWER SUPPLY MECHANISM</b>	
	The system must enable data imports and report errors if they are identified.
	The system must allow configuration/parameterization of the import mechanism.
	The system must allow the determination of the territorial area of the source data. The user must be able to choose from the list of territorial division units of each level of the country (from the whole country to a single unit inclusive) or from the list of other surface objects that



	are areas of responsibility of individual data providers or their subordinate units. The system must allow the selection of several areas at the same time.
	The system must have a mechanism for transferring the source data to the target form - from the buffer base to the production base.
	The system must have a user interface for the power mechanism made in thin client technology.
	As part of the data transfer, the user must be able to perform the necessary transformation of the data in the buffer database to achieve the target model (production base).
	Limited data sets may be uploaded by web interface. In the case data batch must be fed in stages via a web interface using subsequent formats showing the next steps of the data supply process including: validation of source data, import to a temporary database, control of data in a temporary database, improvement of data in a temporary database (if necessary), data transfer and transfer of data from the temporary database to the production base.
	The power supply mechanism must have a user interface. All parameters, settings and actions performed during power supply must be implemented using the user interface.
	The power supply mechanism must enable the implementation of the process step-by-step according to the scenario covering activities, e.g.: validation of source data, import to the temporary database, control of data in the temporary database, improvement of data in the temporary database (if necessary), data transit, transfer of data from the temporary database to production.
	The power supply mechanism must allow automatic transition and implementation of the next step unless the previous one showed errors.
	The power supply mechanism must allow data to be improved in the buffer database during the power up process. To do this, the user must be able to view the recorded control errors (also on the map) and correct them. During data improvement, the user must be able to initiate checks and verify that data modifications have eliminated errors.
	The power supply mechanism must allow the user to interrupt the process at any time and exit the system with the possibility of resuming the process from the moment it is interrupted. Similarly, the system must behave in case of failure (suspension, power failure, etc.)
	The power supply mechanism must allow the user to interrupt the power supply process with the result of no further action being taken - setting a status indicating that the process will not be resumed. In this situation, the system must free up space in the buffer base.
	<p>The power supply mechanism must be able to define system users for individual process steps, e.g.</p> <ul style="list-style-type: none"> <li>• one user validates the source data,</li> <li>• imports to the buffer database</li> <li>• performs buffer-based control,</li> <li>• corrects data and performs data transfer.</li> </ul> <p>For further actions, there is no authorization and the next step, i.e. the transfer of data to the production database, is performed by another user.</p>

	The power supply mechanism must generate a report at every stage of the process. The report must be stored in the report store and reflect the activity flow. Reports on individual stages as well as the final report must be available for viewing by authorized users.
	The power supply mechanism must send an email to the address specified in the system parameters after the process of supplying the production base is completed.
	The power supply mechanism must allow viewing the register of imports (completed, during import, scheduled for import) via the user interface.
	The power supply mechanism must allow for the interruption of the import from the buffer base to production with the cancellation of the transaction and postponing the given batch of data for supply at another time (without having to go through the entire data preparation process again).
	The system must prevent the user from entering data beyond the acceptable range resulting from his spatial authority (layers and territorial range).
	The system must be able to import geometric data with their attributes if the format supports them, geodatabases and databases.
	The system must be able to import geometric and attribute data from different formats.
	After loading the data into the production database, the system must enable data browsing through a map portal without the need for additional activities (e.g. manual publication).
	The system must provide a mechanism for validating geometric source data and object attributes at the stage of supplying the production base based on quality models.
	The system must, in the context of checking the geometrical data of objects, via GIS plugin, verify in particular: compliance of the geometry type, duplicates, loops, empty geometries, unreal geometries (e.g. the perimeter of the object is disproportionate to the surface), proximity of vertices (corners), overlap of objects, lack of consistency (breaks between objects for continuous areas), the occurrence of "holes" (for objects that do not need to have them).
	Quality models must specify: data set, control set, control parameters, quality measures and quality assessment criteria.
	Quality models must be used at various stages of the power supply process, e.g. verification of attribute values of objects entered/edited manually, verification of input files, verification of data in the buffer database, control of data consistency / topology before transfer from the buffer database to the production.
	Authorized System users must be able to create new quality models, create new ones based on existing ones, and edit quality models.
	The system must allow creating new ones, creating new ones based on existing ones and editing existing quality models.
	The system must allow creating new quality models, creating new ones based on existing ones and editing existing quality models.
	The system must enable recording and tracking the history of data entered and imported.
	The system must allow exporting tabular data to txt, csv, pdf files.

	The system must provide data transformation into the coordinate system supported by the system in the power supply process.
	The system must be able to run import/export processes using schedules.
	The system must enable the import/export processes to be started immediately or at a specified time (using the schedule).
	The system must enable the administrator to specify the days and times when the system may be topped up.
	The system must enable uploading data in the indicated area by deleting the existing ones (with historical versions) and importing the current state.
	System powering must be possible in multi-threaded mode, i.e. enable several imports to be carried out simultaneously. The system administrator must be able to manage the number of threads.
<b>REPORTS</b>	
	The system must have a predefined mechanism for searching objects by given attributes.
	The system must enable searching spatial data sets and services based on the content of the corresponding metadata and display the content of the metadata.
	The system must enable the presentation of analysis (search) results in the form of GIS layers and tables.
	The system must have a report creator.
	The report creator must allow defining the conditions and ranges of data selection for reports.
	The report creator must allow any definition of columns in the list, their order and method of data sorting.
	The report creator must allow changes in width, description, color, and other presentation parameters.
	The report creator must enable the presentation of data in the form of tables, charts, thematic maps.
	The system must allow creating summaries and reports by selecting from the available attribute data and based on the selection from the map.
	The system must enable saving report results without geometrical data to files.
	The system must allow saving reports with geometric data with the possibility of setting the parameters of the resulting file (resolution, compression, etc.).
	The system must enable data integration within one report based on all data collected in the system.
	The system must enable monitoring of the report generation process (e.g. estimated time to the end of generation, percentage of completion).
	The system must enable automatic (periodic) generation of specific reports and provide e-mail notifications to specified addresses.

	The system must allow you to stop generating the report.
	The system must enable report storage (storage, viewing, searching, printing) via the user interface.
	The system through the report registry will allow filtering and sorting of reports. In addition, the user will be able to view, download and print selected reports.
<b>PRINTS</b>	
	The system must allow the map to be printed as it was composed by the user (layer style, order, visibility, etc.) in a maximum of 2 steps from the presented view.
	The system must provide the possibility of automated placement of legends, scale markings, north direction markings, title and other text or graphic elements of the map description.
	The system must provide a cartometric map printout.
	The system must enable printing of maps, lists and reports.
	The system must allow printing of the marked section of the map with the possibility of adjusting to the print format, scale, and map rotation specified by the user.
	The system must also allow printing of the data presented in tabular form.
	The system must be able to define your own print template.
	The system must be able to print map content in a predefined template, format and scale with the visual possibility of matching the map to the print frame.
	The system must be able to print various formats (e.g. A3, A4, A2, A0 etc.) with the option of directing the printout to a file on the user's disk.
	The system must have a printout parameters section that allows you to set printing options each time. Print parameters should be saved for each user.
	As part of the printout parameters, the system must allow selection from a clause list to be placed on the printout.
<b>DATA MODEL</b>	
	The physical layer of the data model is to reflect the full structure of the database used in the System.

### Non-functional requirements

The table below proposes the non-functional requirements for building a system based on a map portal.

<b>GENERAL REQUIREMENTS</b>	
	The system must be built in multi-layered architecture.
	The system must be built using technologies and tools to ensure: stability, performance, scalability and security.

	The system must have a web interface.
	The graphical interface of the web version must be compatible with current trends in frontend design.
	The system must provide a user interface (applies to user panels from individual functional areas) uniform for each functional area of the system and allow grouping of tools from individual functional areas.
	The system must have a CMS tool to manage the structure of the website and publications from the administrator panel.
	<p>The system must allow the creation of RSS and Atom information feeds for any publication on the site or category:</p> <ul style="list-style-type: none"> <li>• The system must allow defining the name of the channel and determining the amount of displayed content and how to share it.</li> <li>• The system must allow subscribing to RSS feeds with all news or restricted to a given category or type of content presented on the Portal.</li> <li>• The system must allow subscribing to messages using WebSocket technology.</li> </ul>
	The system must enable full management of the modules included in it from the level of the graphical user interface available from the level of the web browser.
	The system must provide tools for automating update tasks, including supporting tasks, such as database updates. The upgrade process must take place without having to manually modify the files.
	The system must enable operation on all hardware and software platforms on which it is possible to run browsers in versions not lower than (please specify browser versions here).
	The system must provide mechanisms for confirming data in a transactional manner.
	The system must allow simultaneous login of Portal as indicated in “Dimensioning section”.
	The system must support at page views as indicated in “Dimensioning section”.
	The system must provide character encoding (for example: in accordance with Unicode UTF-8 - ISO 10646-1: 2000 or equivalent).
	The system must enable automatic conversion of any content posted on the website to the coding system applicable in the system.
	Each function that requires user action confirmation must have an accept/cancel option, both when it is launched and during its duration.
	The system must enable the configuration of keyboard shortcuts to the offered functionalities.

<b>GENERAL REQUIREMENTS FOR THE MAP PORTAL (GIS SERVER)</b>	
	The system has built-in administrative tools that allow administrators to control the load on the GIS server and individual GIS services over a selected period of time. The available statistics include the total number of queries, the average query response time, the maximum query response time, the number of timeouts exceeded by the allowed query response time, and the maximum number of instances supporting GIS services.
	The system has a tool that allows you to scan the system in range of operational security, including: communication protocol used, token generation, access rights of anonymous users to services that enable data editing.
	The system allows the administrator to put the system in "read-only" mode, which disables the publication of new services and system users, and the modification and deletion of existing ones.
	The system has an installer that allows for automatic installation and configuration of solution components on one server machine (virtual or physical), including: GIS server, module for working with published resources in a web browser, module for storing data from which GIS services are published .
	The system enables publishing of services that allow data synchronization for offline viewing and editing.
	The system provides an API that enables the creation of advanced mapping applications launched in a web browser. The API must have publicly available programming documentation published on the Internet by the software producer.
<b>ARCHITECTURE</b>	
	The system must have standardized table formats, in accordance with the adopted convention. The naming of tables and attributes should be legible, understandable and correspond to the stored content.
	The system must support data, field, and structure replication to move some of the data from one environment to another.
	The system must have data validation mechanisms.
	The system must have a mechanism for locking and releasing files for data modification.
	The system must allow reading and writing or modifying data at the browser level.
	The system must support an interface that allows connection with database management systems.
	The system must handle error files.
	The system must enable automatic checking of the completeness and consistency of the downloaded data.

<b>ADMINISTRATION AND CONFIGURATION</b>	
	The system must have an administration module to which only authorized users - administrators can have access.
	The system must allow automatic handling of error logs. The error description must clearly indicate the source of the problem. The documentation must contain descriptions of the methods of removing the errors.
	The system must allow the administrator to view users logged in to the system.
	The system must enable the management of user accounts at least in the following scope: <ul style="list-style-type: none"> <li>- adding / editing / blocking / putting the user account to sleep,</li> <li>- settings for cyclic password changes,</li> <li>-forcing immediate password change,</li> <li>-activation of dormant accounts,</li> <li>- user access rights settings,</li> <li>- user assignment to the organizational structure and processes.</li> </ul>
	The system must enable mass change of user permissions (for example: during structure reorganization).
	The creator of the system must provide, configure and maintain a production environment (possibly additionally separate and independent: test and development environments).
<b>SECURITY</b>	
	The system must enable assigning a user to the role/group from which it will inherit permissions. If the user is assigned to several groups, the permissions will be a logical sum of permissions from all groups to which the user belongs.
	The system must allow access of a given user or group of users to a specific group of database records or to specific types of fields.
	The system must enable the definition of authorizations to functions/function groups for each user.
	The system must allow the copying of user authorization patterns.
	The system must allow for defining the password validity period.
	The system must enable the definition of the permissible number of times for entering an incorrect password.
	The system must allow the account to be automatically unlocked.

	The system must allow the user to log off automatically after a specified period of inactivity. The administrator must be able to specify the idle time for all users of the system. The introduced change will take effect when the user logs in again.
	The system must enable the monitoring of activities carried out by users on the Portal, in particular logging, search operations, report generation/map printing.
	The system must enable the validation of data entered into the system according to defined rules in order to minimize the risk of compromising the system or data integrity.
	The system must enable adding and defining rules concerning data entered into the system.
	The system must have an initial set of rules defined and introduced by the creator of the system.
	The system must enable database recovery at the level of the entire database, data files.
	The system must enable the recording of system malfunctions and their causes in logs: event date, identification, error, error description, etc.
	The system must enable monitoring of the creation/modification of data, recording who and when introduced the change (also deleted the record).
	The system must enable the transfer of information using data encryption.
	The system must enable defining the ranges of IP addresses allowed for access to the administration panel.
	The system must report to the administrator any errors in the operation of the system, including HTTP error codes.
	System-generated error codes must be properly recognized by supported Internet search engines.
	The system must give a new number from the list for new records in the database table.
	The system must provide a backup mechanism for data collected in the system (database and files stored within the system). The mechanism should be described in the backup procedure.
<b>ERGONOMICS</b>	
	The system must be able to present logical, clear and concise error messages at user level. Messages must be in the language of the respective country.
	The system must enable signaling of the operation execution time, for example: the data search time signaled by the standard indicator of the cursor busy or with a progress bar.
	The system must be as dictionaryized as possible, for example: any information repeated for many records should be selected from the dictionary.



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	The system must force entering data in the indicated form fields, in accordance with the formats of date, measures, amounts, text, etc.
	The system must prevent the user from entering data beyond the acceptable range (field validation) and must inform about irregularities in filling in the forms.
	The system must perform the appropriate actions for the fields that require it (for example: summing).
	Follow W3C usability standards

## WEB USER INTERFACE GENERAL DESIGN GUIDELINES AND FUNCTIONS:

Layer tree / Data Layers (preferably on the left side of the screen)

- Hierarchical Structure – group layer in up to 5 levels

- Title and graphical pictogram for each layer

- Switch on (activate) / switch off each layer or group of layers

- Set transparency individually for each layer

- By clicking information button on the layer retrieve meta information about each layer

- Individual legend button for each layer. Provide detailed legend for each layer

- Possibility to scroll layer window

- Move active layers up and down

- Separate window grouping active layers (below layer tree)

- Deselect all active Layers

- Add Layer to active Layers

- Remove layers from active layers

- Sort layers at each level

- Sort by group

- Filter layers by name

Background Map Layer

- Switch between several background map layers ( OpenStreetMap, Orthophoto layer, other)

- Switch off all background map layers

- Change map transparency ( opacity)

Map Functions (represented by icons )

- Show / hide pictograms

- Information about object

- Information about point

- Full extent

- Zoom in / out map layers

- Measure geographic distance

- Measure area

- Measure circle

- Provide elevation profile along digitized line

- Draw point, line, circle, surface
- Insert text
- Select object
- Delete object
- Delete all objects
- Show and center map by your location
- Show Active area
- Switching between coordinate systems
- Show below map – mouse position, map center, map boundaries ( possibility to switch between coordinate systems)
- Show scale number and bars ( switch on / off)
- Overview map (switch on/off)
- Contextual right click menu
- Programmable left click – center by click location, zoom in
- Switch languages between available languages
- Search object
  - In active layers
  - In specific layer
  - In selection, visible map, all map
  - Coordinates, address
  - Advanced search by several attributes and criteria
- Save current map state
- Restore / share map state ( last, previous states)
- View mode
  - Object selection
  - View of object attributes
- Editing Mode
  - Object selection
  - Object relocation (with connected object, without connected objects)
  - Modification of object attributes
  - Modification of object map symbol
  - Saving of modified object
- Printing

- Select title, resolution, scale, size, boundaries, format, paper orientation, overview map, comment
- Export / Import
  - (Defined separately)
- Report map errors
- Help
  - Online help menu
  - Contact operator

## RESOURCE, USER AND AUTHORIZATION MANAGEMENT

The system must allow flexible configuration addition and configuration of entities ( individual or organization) have access to GIS data, assigning multiples users per entity with different user rights to view and edit object data organized in layer and view of other overlay or base map layers, with granular access to right to different functions available through a web interface.

For orientation purposes, a possible structure of the relationships between data, functions and users of the system is shown below. The authorizations will be coordinated in detail at the start of the project.

### **Layers:**

- It should be possible to set Layers in groups/sub-groups on several levels
- Define properties/attribute per layer and per group.
- Copy attribute values from one group to another
- Optionally override of group attribute values by layer attribute value
- Publish/unpublish layers and groups will be presented on web user interface.
- Layer attributes:
  - Separate attributes are set for based maps and other layers
  - Layers are assigned functions

### **Projects/Project Groups**

- Each Project can be assigned multiple layers / layer groups
- Projects may be grouped into Project Groups
- Project / Project Groups are assigned functions, (e.g. like search in particular database, optimal route selection) with option to override function assignments to layers

### **Entity**

- Unregistered
- Registered Individual users
- Organization

Organization may have several users with different authorization levels

Administrator user – managed authorization to all other user from the same entity

system administrator user - manage technical functions for regular users

regular users

user groups

System administrator entity – ComCom

Key administrator – manage all technical functions

Administrator – managed all authorization for

Each entity may be assigned individual design style

Each user / user group may be assigned different functions per different layer

#### **Users/User groups:**

User may be individual user or belong to organization.

User rights, if he belongs to organization, will be set by administrators designated by organization

Individual users may will set in groups.

User rights may be set individually for user or group. User rights may override group rights

User may be part of several groups

Features / functions can be set for individual users / user groups

#### **Features / Functions**

Web interface functions defined on layers of data objects

## **CRITICAL INFRASTRUCTURE DATA MANAGEMENT REQUIREMENTS**

The system should have capabilities to be able to handle information which is considered critical from a national security perspective or contains entities commercial secrets and should be considered confidential.

These capabilities are:

Indicating status of uploaded information as “critical infrastructure”, “commercial secrete”, or other special status. Information uploaded to the systems with this marking will get special attention by ComCom administrators. After review of this information data may be provided on request only from the users who have permission to access this information.

Request to the critical information from the user who don't have permission of unrestricted access to non-public data should be reviewed on individual bases and provided access upon appropriate approval.

The system should have the capability to provide access only to the limited geographic areas where requested infrastructure with non-public access levels is located.

The system should have a capability, when not all object, but some attributes of the object should be marked as non-public. Non-public attributes can be accessed by the user who have access right to all similar information, or users who are granted access to specific information on individual request bases.

The system should not reveal exact location of the object which is appropriately marked. This should be done by placing thicker lines or larger dots on the map.

Data confidentiality issue may be related to different layer of the system, but particularly regarding data on infrastructure and civil works (therefore SIP and Broadband Infrastructure map).

## HELPDESK REQUIREMENTS

Description of functionality for building a helpdesk that will support the use of the system by both the administrator and the user. The following are examples of requirements that can describe the helpdesk platform to effectively handle requests from users.

1	The system must allow the use of help (FAQ) on every page of the portal.
2	The system must allow redirection to the page containing the forms (for not logged in users) from the level of the FAQ page.
3	The system must allow redirection to the system for users logged in from the FAQ page.
4	The system must enable help management (FAQ): <ul style="list-style-type: none"> <li>• creating help categories,</li> <li>• editing help categories,</li> <li>• deleting help category,</li> <li>• publish help article,</li> <li>• editing a help article,</li> <li>• deleting help article,</li> <li>• setting the status for a help article, i.e. active, inactive.</li> </ul>
5	The system must allow submission using a configurable form containing fields that allow you to enter or download from the user profile: <ul style="list-style-type: none"> <li>• name of the entity,</li> <li>• name of applicant,</li> <li>• applicant's email address,</li> <li>• error type,</li> <li>• error description,</li> <li>• option to attach any file (defined maximum size),</li> <li>• date / time of error occurrence.</li> </ul>
6	The system must enable asking a question using the form containing: <ul style="list-style-type: none"> <li>• name of the entity,</li> <li>• name of applicant,</li> <li>• applicant's email address,</li> <li>• substantive area,</li> <li>• the content of the question,</li> <li>• option to attach any file (defined maximum size).</li> </ul>
7	The system must enable internal users to submit development services notifications using a form containing at least: <ul style="list-style-type: none"> <li>• name of the entity,</li> </ul>

	<ul style="list-style-type: none"> <li>• name of applicant,</li> <li>• applicant's email address,</li> <li>• description of the development service,</li> <li>• option to attach any file (defined maximum size).</li> </ul>
8	<p>The system must collect and present information on the notification to persons with an appropriate level of authorization, including in particular:</p> <ul style="list-style-type: none"> <li>• date and time of application,</li> <li>• the ip address from which the application was sent.</li> </ul>
9	The system must make it possible to specify the requirement for each field of each form.
10	The system must allow defining a list of blocked IP addresses from which requests will be rejected and be protected by an appropriate mechanism that will prevent malicious software from mass queries.
11	The system must enable management of form field dictionaries by adding/editing/deleting entries. The system should also allow you to create your own dictionaries and display them to people working with the form.
12	The system must enable the handling of notifications via a web browser.
13	The system must enable the receipt of applications from various sources (website, email).
14	The system must enable reporting on mobile devices.
15	The system must allow sending notification of acceptance of the notification in the system to the email address provided by the not logged in user.
16	The system must allow sending information about closing the notification in the system to the e-mail address provided by the not logged in user.
17	The system must enable registration of notifications directly in the system only by logged in users.
18	The system must enable the granting of privileges to users in relation to issues (registration, classification, browsing, transfer, change of status, administration, monitoring of the process of notification processing).
19	The system must allow the creation of user groups to handle issues.
20	The system must allow users to be assigned to the appropriate group.
21	The system must allow creating, editing, deleting notification rules.
22	The system must enable the classification of notifications on the basis of defined rules.
23	The system must allow to create queues and assign groups and individual users to them.
24	The system must allow defining the maximum service time for a given type of notification, defining types of notifications, defining user groups, status types, assigning to user groups, specifying permissions, and specifying the type of notifications.



25	The system must allow sending notifications to the person by e-mail to whom the notification has been assigned.
26	The system must allow displaying information about the elapsed time for handling the notification to the person dealing with it. The choice of notification method should be possible from the administrator level (by default) and the user level.
27	The system must allow changing the status of the notification (Registered, implemented, suspended, terminated, closed).
28	The system must allow the notification to be sent to another user.
29	The system must allow monitoring the execution of notifications.
30	The system must allow the creation of groups of reports on similar or the same issues.
31	The system must allow searching for tickets at least by ticket ID, type, e-mail address of the applicant. The search must also be possible using other elements of the form.
32	The system must allow viewing the notifications and the process of their execution.
33	The system must allow internal correspondence between system users (notifications).
34	The system must enable automatic sending of notifications about the progress of the notification (status change, assignment, transfer).
35	The system must enable the creation of reports on ongoing notifications in relation to the following parameters: user, user groups, notification categories, notification statuses, opening date and closing date. The report should allow the selection of any number of parameters within those previously mentioned.
36	The system must enable automatic generation of statistics on the number of notifications by user, user groups, notification categories, notification statuses.
37	The PIT system must allow automatic notification to the system in case of an error. The notification should include: date and time of the event, user login, error description (number, guid), data entered in the form, call stack.
38	The system must have built-in context help.
39	The system must allow verification of the completeness and validity of the notification by the person managing the notifications before sending it to the person who submits it.

## SYSTEM ARCHITECTURE

Architecture defines the division of software into components and defines the functions of these components and the relationships that occur between them. The description of the software architecture plays the role of a construction scheme in the project. Architecture is a set of significant decisions regarding:

- organization of the computer system,
- selection of structural elements and their interfaces, from which the system is built,
- preservation of these elements described in cooperations,
- assembling structural and functional elements into increasingly large subsystems,
- the architectural style by which the structure is created,
- system, i.e. characteristic static and dynamic elements as well as their interfaces, cooperation and assembly.

The architecture of the software concerns not only its structure and behaviour but also its use, its functionality, efficiency, resilience, reusability, economic and technological limitations. Proposed elements of the architecture of the system for broadband mapping based on a map portal.

Component	Description
Information portal	A public website available at a specific URL address or via a dedicated e-service. The portal will be based on the CMS class tool. It will be managed by authorized administrators. The portal will contain informational content. The portal will also contain a link to the e-service that will allow access to the map part of the system (with possible consideration of the user's rights). This part allows to create diagrams, publish articles, information on current legal regulations and images also in the form of banners.
Help Desk	System Module, thanks to which system users, with the help of a configurable form, will be able to ask questions about its functioning or contact administrators for help. For internal users, this module will also serve as a medium for sending suggestions and directions of system development.  The module, in addition to the role of a single contact point, will also provide support for the full life cycle (Registered, Realized, Withheld, Resolved, Closed) of submitted requests on the part of administrators. The module for the needs of sending notifications about the change of notification status will use the functionality of the Notifications module, thanks to which it will be possible to automatically send information on the progress in handling sent notifications or queries.
Managing access to the system	The module is available only to users with the highest privileges, implementing the functionality of managing access to the system.
User account management module	The module is responsible for creating, modifying organization accounts and user accounts, as well as assigning or deleting user accounts to them.
Notifications	The component responsible for defining notification templates (content), rules initiating the sending of an appropriate notification to the appropriate recipient or group of recipients and

	communication with the E-mail Server, which will be responsible for sending physical notifications.
Map analytical application	<p>The application component that will be most often used by users. The main goal will be to view data, analyse it and generate printouts.</p> <p>It consists of three panels:</p> <ul style="list-style-type: none"> <li>• map: the map will display spatial data to which the user has access and tools enabling integration with the map,</li> <li>• table: the table with the active layer switch will display the attribute data of the active layer along with related tools,</li> <li>• tools panel: the tools panel will contain all the tools associated directly with the map and attribute table (interactive legend, filtering, printout and report generator, user manual, analytical tools).</li> </ul>
Administrative module	<p>A panel for users with the highest privileges - designed for system managers. System parameters will be set here. Changes made to this parameter configuration here will have global effects for the entire system. It will contain, grouped in logical groups, all the tools necessary to conduct administrative work, e.g.:</p> <ul style="list-style-type: none"> <li>• management of quality models,</li> <li>• connection management to OGC services.</li> </ul>
Dictionaries	A logically separated part of the administration panel in which an authorized user will be able to configure the way of feeding system dictionaries from external data sources or perform manual import of data from files.
Data providers module	The panel is intended for system users whose task will be to provide data. It will mainly consist of forms. Their appearance and functionality will depend on the user's detailed rights.
Buffer database	Database with the structure identical to the production base. It will contain data entered by users in the procedure of mass data addition (upload) and objects added by means of manual vectorization. Data will not have to provide validation requirements according to data quality models. The correctness will be checked only as to the correctness of the structure, geometry types and data coding. The production base will be supplied from the buffer base.
Application supporting data improvement	An application designed to support bringing data from the buffer database to the quality required by quality models. The application will support editing and mass updating of data. The application will also be an interface for data upload tools, connections and for parameterization of the production base power supply with the

	possibility of connecting to data sources made available by authorized persons.
Production base	Database with the structure identical to the buffer database. The data collected in this database will form the basis for displaying in the analytical application and for map production. The data collected in the production base will have to meet validation requirements according to the data quality requirements. Data from the production base will form the basis for creating spatial data services (WMS, WFS) and other methods of publicizing data.
Validator	A set of tools for conducting data consistency and correctness tests based on configurable data correctness models along with tools for creating validation reports. The validator will be launched at the user's request while working in the application supporting data improvement and during the process of data transfer to the production base.
Map server	A central map server that allows you to connect data from source formats, give them style (symbolization) and display in the form of OGC and other services. In the map server system he will be responsible for displaying data inside and outside the system.
Reference database	The database is intended for reference data along with indexes enabling its quick search.
Upload wizard	A tool that allows users to conveniently and securely load spatial data into the system's buffer base.
Geocoder	A tool allowing the exchange of postal addresses to address points saved in a form of coordinates (X, Y).

## DOCUMENTATION

### **Documentation:**

Documentation is a very important part of software engineering. Documentation needs to explain the product functionality, unify project-related information and allow for discussions of all significant questions arising between the stakeholders and developers.

We propose the Agile methodology for GNCC broadband mapping but this method does not require comprehensive documentation at the beginning. As one of the Agile Manifesto values

suggests, putting – “working software over comprehensive documentation“ – the idea is to produce documentation with information that is essential to move forward, when it makes most sense.

The documentation could be divided into two main categories:

- product documentation;
- process documentation.

**Product documentation** describes the product that is being developed and provides instructions on how to perform various tasks with it. Product documentation can be broken down into:

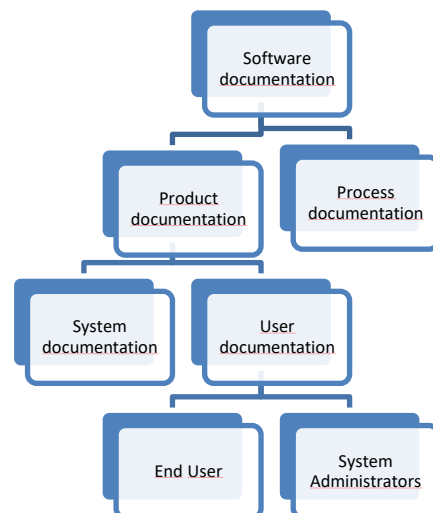
- system documentation;
- user documentation.

**System documentation** represents documents that describe the system itself and its parts. It includes requirement documents, design decisions, architecture descriptions, program source code, and help guides.

**User documentation** covers manuals that are mainly prepared for end-users of the product and system administrators. User documentation includes tutorials, user guides, troubleshooting manuals, installation, and reference manuals.

**Process documentation** represents all documents produced during the development and maintenance. Common examples of process-related documents are standards, design documentation, such as project plans, test schedules, reports, meeting notes, or even business correspondence.

DOCUMENTATION TYPES:



## TESTING

Before the system is put into operation, it should undergo a thorough testing process to ensure that the system is operating as intended. There are four main stages of testing that must be completed before an application can be released for use:

- unit tests,
- integration tests,
- system tests,
- acceptance tests.

Unit testing can refer to a function, an individual application, or even a procedure. It is necessary to run this test every time a piece of code changes, allowing troubleshooting to take place as quickly as possible.

Unit testing aims to identify program problems within a stand-alone environment. Unit testing should include:

- file updating, merging and sorting,
- all decision logic,
- all system or application interfaces (integration testing),
- invalid transactions and their error handling routines,
- restart/recovery routines.

Integration testing should be performed to bring all units in the application together and test them as a group. This level of testing allows interface defects between modules/functions to be found.

In system testing, the entire application should be tested as a whole. The goal at this level is to assess whether the system meets all requirements and quality standards. System testing should be performed by independent testers who were not involved in the development of the application.

During the system testing phase, all program development for the project is completed and testing is performed to ensure that all functionality works as required. The system test environment is typically shared among all programmers with strictly controlled changes to the environment. System testing should include:

- verification that all functionality is performed as specified by the functional and design specifications,
- program interfaces,
- other system interfaces,
- restart and recovery procedures,
- transaction validation and rejection,
- transaction processing cycles,
- system or application output generation,
- stress testing,
- error handling,
- security testing (e.g., authentication, authorization).

Where possible, system or application security testing should be executed using an automated testing tool. This will support the creation of test harnesses and procedures that can be used for regression testing during future enhancements.

During the system testing phase, information security teams should be heavily involved in reviewing the security tests being written by the project/test team and validating the security testing results.

At the end final tests - acceptance tests should be carried out to determine whether the system is ready for release.

## MAINTENANCE AND SERVICE SLA

The maintenance stage will start when the system becomes operational. It will include implementation of changes that the software might undergo over a period of time, or implementation of new requirements after the software is deployed at the customer location.

The maintenance stage also includes handling the residual errors that may exist in the software even after the testing and piloting stage. This stage also monitors system performance, rectifies bugs, and makes minor changes.

To ensure modifications do not disrupt operations or degrade a system's performance or security, there should be established appropriate change management standards and procedures.

The maintenance phase also includes establishing the basic versions of products, services, and procedures, and ensuring that all changes are approved, documented, and disseminated.

Change controls should address all aspects of the organization's technology environment, including software, hardware and software configuration, operating standards and procedures, and project management activities.

Typically, 3 types of engagement is made during the maintenance phase:

- low priority – handing of residual errors and low priority bug fixes
- high priority (system is functioning with significant issues) handling of high priority situations including bug fixes and system malfunction.
- Critical (system is not functioning) handling of emergency situation, including system restoration and critical bug fixes.
- routine changes – minor update of the system based on ComCom request, within agreed scope

If the system requires routine changes, these can usually be made during the normal system operation. The fallback changes may address an issue that would normally be considered routine, but due to security concerns or processing issues, changes should be made quickly. Big changes should be made in the system development life cycle (SDLC).

Service Reaction Times:

	Low priority	High Priority	Critical
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Initial response time	1 workday	8 hours	8 hours
Time to fix the case (restoration of service/bug fix	2 weeks	48 hours /	24 hours



## REQUIREMENTS FOR GIS PLUGIN

As the largest telecommunications and utility companies have their own asset management tools, they will be able to transfer data to the platform (after customizing and verifying their data).

Smaller entities will need support in this area. Therefore, GIS plugin must be provided, based on a freely available geo-information system.

The tool allows input in tabular form similar to Excel. It should allow adding/editing the data in a graphical GIS interface. The data imported or created with the tool should be uploaded to the platform and accepted without errors. The tool should synchronize and use the data validation rules set in the platform. The tool should also allow downloading the data from the platform that is processed in the GIS environment and reloading the data. Which data formats are relevant will be agreed during the course of the project. The portal's login system should be connected in the extension or plugin so that only user-specific information can be transferred. The main functions:

- Data input
- Import spatial and tabular data
- Export spatial and tabular data
- Data validation
- Autocomplete data (for predefined tabular data)
- Data filtration
- Checking data correctness rules
- Updating module
- Downloading

Files created in other tools can be also imported and checked with this tool via import and export of files

There should be support of Open Fiber Data Standard (OFDS) data export and import.

## SYSTEM DIMENSIONING

Parameter / end of Year	2024	2025
Registered entities (telecom and other entities )	250	300
Registered users ( several users per entities )	300	400
Number of page views / per day	10000	20000

Number of Logged-In user / per day	50	100
Number records in the database*	2,000,000	5,000,000
Disk space (w/o backup , Tbyte	1	5
Connection bandwidth / Mbps	150	200

Number of records includes:

- Physical unfractured objects
- Telecom infrastructure objects
- Objects in reference data
- Additional data e.g through service quality testing

## HOSTING REQUIREMENTS

Virtual servers:

	Name	Details:	Unit
1	Web server/ web portal		
1.2	RAM memory (minimum)	16	GB
1.3	Disk space	0.5	TB
2	Database server		
2.1	RAM memory (minimum)	16	GB
2.2	Disk space (up to)	0.5	TB
3	Map server		
3.1	RAM memory (minimum)	16	GB
3.2	Disk space (up to)	0.5	TB
5.	Internet connection	Bandwidth 150 Mbps - 2025	bandwidth

## REQUIREMENTS FOR THE 1ST STAGE OF THE PROJECT

Minimal requirements for SIP portal

The website will be accessible via a graphical web interface at a specific internet domain address provided by ComCom.

The site must make it possible to log in by pressing the "Log In" button on the site and entering a user name and password (in order to gain access to the non-public areas of the site).

The site must allow access to different data or functions for logged-in and non-logged-in users.

**Published information:**

The site will provide publication of the SIP related documentation in PDF format files downloadable from the information section of the site.

1. Guidelines of norms and procedures for requesting information and access to physical infrastructure available for sharing. (in PDF format)
2. Guidelines for acquiring permits for using physical infrastructure available for sharing or conducting works for building telecommunication infrastructure.

Published information will be available for all users.

**Online forms:**

The site will provide online forms for Requests for Permits. The site should allow to enter requested information and compile it into PDF document available for download or sharing via e-mail. The forms should provide type check of the entered data and explanation of form fields.

Online form should be provided for logged-in users only.

**GIS functionality**

The site should allow logged-in users to upload GIS data to the Buffer Database via Data Upload Form. Use of this method will be diminished as GIS plugin will be primarily used also providing data verification.

While updating the user indicates Layer for the updated file a) physical infrastructure layer b) civil works layer)

Via web interface user can see the list of uploaded data.

Uploaded data can be selected/deselected from on the list.

Following operations can be conducted on selected data:

View on the map, with the base map layer.

Approved for transfer into main database.

Delete (if there is incorrected data or upload was unsuccessful)

(Online editing of the updated data is not required for this stage)

Data approved for transfer to the main database by the users get into the list for additional approval by the ComCom administrator.

ComCom administrator can check uploaded files on the map via graphical web interface, delete, and/or send notification who uploaded the file.

ComCom administrator can group layers and publish to the main database

Layers published in the main database are available via graphical user interface for all authorized portal users.

## REFERENCES

- Broadband Cost Reduction Directive 2014/61/EU (BCRD)
- BEREC Guidelines on Geographical Surveys - BoR (21) 104.
- Georgia Law on Sharing Infrastructure Suitable for Telecommunication Purposes (in English) <https://matsne.gov.ge/en/document/view/5810383?publication=0>
- Unified Information Platform (SIP) Administration Rules (in Georgian) <https://matsne.gov.ge/ka/document/view/6208214?publication=0>

## GENERAL PROPOSAL REQUIREMENTS

In the bid, the bidder is required to show how the objectives defined in Chapter 2 are to be achieved, if applicable under consideration of further specific method-related requirements (technical-methodological concept). In addition, the bidder must describe the project management system for service provision.

The bidder is required to consider the tasks to be performed with reference to the objectives of the services put out to tender. Following this, the bidder presents and justifies the strategy with which it intends to provide the services for which it is responsible.

The bidder is required to present the actors relevant for the services for which it is responsible and describe the cooperation with them. The bidder is required to describe the key processes for the services for which it is responsible and create a schedule that describes how the services are to be provided. In particular, the bidder is required to describe the necessary work steps and, if applicable, take account of the milestones and contributions of other actors. The bidder is required to explain its approach for coordination with ComCom.

## IMPLEMENTATION SCHEDULE

### PROJECT TIMELINE

Stage #	Stage description:	Phase description:	Dates of completion
1	Project plan	<i>Detaild project paln preparation</i>	14 day
2	Minimal requirements for SIP as defined in the Appendix.	<i>System Development (with 2 iterations)</i>	70 days
		<i>Testing and Bug fixing</i>	98 days
		<i>Piloting and Acceptance (including technical and user documentation)</i>	112 days
3	Full capability of the system with regards to SIP functionality including <ul style="list-style-type: none"> <li>• Entry and online editing of the infrastructure data</li> </ul>	Development	196 days
		Testing and Bug fixing	224 days
		Piloting and Acceptance (including technical and user documentation)	294 days

	<ul style="list-style-type: none"> <li>• Search, optimal route selection and other defined functionality</li> <li>• Entry and online editing of the information on civil works</li> <li>• Data entry and validation application</li> </ul>		
4	Full capability of the system	Development –	238 days
		Testing and Bug fixing –	294 days
		<b>Piloting and Acceptance (including technical and user documentation) –</b>	<b>308 day</b>

## **SYSTEM INVENTORY TABLES**

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

**NOT APPLICABLE**

Line item number: [ specify: *relevant line item number from the Implementation Schedule (e.g., 1.1)* ]

*[ as necessary for the supply and installation of the System, specify: the detailed components and quantities in the System Inventory Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the System Inventory Table as needed to cover each and every line item in the Implementation Schedule that requires elaboration. ]*

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
1.	Subsystem 1		--	--
1.1	_____			--
:				
2.	Subsystem 2			--
2.1	_____			--
:				

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

### SYSTEM INVENTORY TABLE (RECURRENT COST ITEMS)

Line item number: [ specify: *relevant line item number from the Implementation Schedule (e.g., y.1)* ]

*[ as necessary, specify: the detailed components and quantities in the System Inventory Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the System Inventory Table as needed to cover each and every line item in the Implementation Schedule that requires elaboration. ]*

Component No.	Component	Relevant Technical Specifications No.	2026	2027	2028			
1.	Costs of hosting of the system in the Cloud		<b>Year service fee</b>	<b>Year service fee</b>	<b>Year service fee</b>	--	--	--
2.	Cost of system support including defect removal (with bug fixing)		<b>Year service fee</b>	<b>Year service fee</b>	<b>Year service fee</b>	--	--	--
3.	Cost of future payment for licensed software components that are used in the system		<b>Year service fee</b>	<b>Year service fee</b>	<b>Year service fee</b>	--	--	--
4.	Man-hour cost of software developers and other professional roles for future development of system components if required							
4.1	Team leader		<b>Man hour fee</b>	<b>Man hour fee</b>	<b>Man hour fee</b>	--	--	--
4.2	System Architect		<b>Man hour fee</b>	<b>Man hour fee</b>	<b>Man hour fee</b>	--	--	--

Component No.	Component	Relevant Technical Specifications No.	2026	2027	2028			
4.3	GIS Developer.		<b>Man hour fee</b>	<b>Man hour fee</b>	<b>Man hour fee</b>	--	--	--
4.4	Web Developer		<b>Man hour fee</b>	<b>Man hour fee</b>	<b>Man hour fee</b>	--	--	--

**Note 1:** -- indicates not applicable.

**Note 2:** Recurrent cost items pos. 1, 2 and 3 for 3 year of warranty service period shall be included in the cost of Financial Proposal and will be considered inseparably from Proposal Price

## **BACKGROUND AND INFORMATIONAL MATERIALS**

**NOT APPLICABLE**

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

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

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# General Conditions of Contract

## A. CONTRACT AND INTERPRETATION

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### 1. Definitions

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

(a) contract elements

- (i) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract documents referred to therein. The Contract Agreement and the Contract documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
- (ii) “Contract documents” means the documents specified in Article 1.1 (Contract documents) of the Contract Agreement (including any amendments to these documents).
- (iii) “Contract Agreement” means the agreement entered into between the Purchaser and the Supplier using the form of Contract Agreement contained in the Sample Contractual Forms Section of the RFP documents and any modifications to this form agreed to by the Purchaser and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.
- (iv) “GCC” means the General Conditions of Contract.
- (v) “SCC” means the Special Conditions of Contract.
- (vi) “Technical Requirements” means the Technical Requirements in Section VII of the RFP documents.
- (vii) “Implementation Schedule” means the Implementation Schedule in Section VII of the RFP documents.
- (viii) “Contract Price” means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- (ix) “Procurement Regulations” refers to the edition **specified in the SCC** of the World Bank “Procurement\_Regulations for IPF Borrowers”.
- (x) “RFP documents” refers to the collection of documents issued by the Purchaser to instruct and inform potential suppliers of the processes for RFP, selection of the winning Proposal, and Contract formation, as well as the contractual conditions governing the relationship between the Purchaser and the Supplier. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the RFP documents reflect

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

- (xi) “Sexual Exploitation and Abuse” “(SEA)” means the following:

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

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (xii) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Supplier’s Personnel with other Supplier’s, or Purchaser’s Personnel.

(b) entities

- (i) “**Purchaser**” means the entity purchasing the Information System, as **specified in the SCC**.
- (ii) “**Purchaser’s Personnel**” means all staff, labor and other employees of the Project Manager and of the Purchaser engaged in fulfilling the Purchaser’s obligations under the Contract; and any other personnel identified as Purchaser’s Personnel, by a notice from the Purchaser to the Supplier;
- (iii) “**Project Manager**” means the person **named as such in the SCC** or otherwise appointed by the Purchaser in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the Purchaser.
- (iv) “**Supplier**” means the firm or Joint Venture whose Proposal to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (v) “**Supplier’s Representative**” means any person nominated by the Supplier and named as such in the Contract Agreement or otherwise approved by the Purchaser in the manner provided in GCC Clause 18.2 (Supplier’s Representative) to perform the duties delegated by the Supplier.
- (vi) “**Supplier’s Personnel**” means all personnel whom the Supplier utilizes in the execution of the Contract, including the staff, labor and other employees of the Supplier and each Subcontractor; and any other personnel assisting the Supplier in the execution of the Contract;
- (vii) “**Subcontractor**” means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is subcontracted directly or indirectly by the Supplier.

- (viii) **“Adjudicator”** means the person named in Appendix 2 of the Contract Agreement, appointed by agreement between the Purchaser and the Supplier to make a decision on or to settle any dispute between the Purchaser and the Supplier referred to him or her by the parties, pursuant to GCC Clause 43.1 (Adjudication).
  - (ix) **“The World Bank”** (also called **“The Bank”**) means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (c) scope
- (i) **“Information System,”** also called **“the System,”** means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier’s Equipment), together with the Services to be carried out by the Supplier under the Contract.
  - (ii) **“Subsystem”** means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.
  - (iii) **“Information Technologies”** means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.
  - (iv) **“Goods”** means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier’s Equipment.
  - (v) **“Services”** means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support.
  - (vi) **“The Project Plan”** means the document to be developed by the Supplier and approved by the Purchaser, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier’s Proposal. The **“Agreed Project Plan”** is the version of the Project Plan approved by the Purchaser, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant

provisions of the Contract, including any amendments, shall prevail.

- (vii) “Software” means that part of the System which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.
- (viii) “System Software” means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., “firmware”), operating systems, communications, system and network management, and utility software.
- (ix) “General-Purpose Software” means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General-Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.
- (x) “Application Software” means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.
- (xi) “Standard Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.
- (xii) “Custom Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.
- (xiii) “Source Code” means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).
- (xiv) “Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on

- any medium, provided to the Purchaser under the Contract.
- (xv) “Standard Materials” means all Materials not specified as Custom Materials.
  - (xvi) “Custom Materials” means Materials developed by the Supplier at the Purchaser’s expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.
  - (xvii) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
  - (xviii) “Supplier’s Equipment” means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.
- (d) activities
- (i) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the current edition Incoterms specified in the Contract.
  - (ii) “Installation” means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).
  - (iii) “Pre-commissioning” means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).
  - (iv) “Commissioning” means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause 27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test(s).

- (v) “Operational Acceptance Tests” means the tests specified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).
  - (vi) “Operational Acceptance” means the acceptance by the Purchaser of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause 27.3 (Operational Acceptance).
- (e) place and time
- (i) “Purchaser’s Country” is the **country named in the SCC**.
  - (ii) “Supplier’s Country” is the country in which the Supplier is legally organized, as named in the Contract Agreement.
  - (iii) **Unless otherwise specified in the SCC** “Project Site(s)” means the place(s) in the Site Table in the Technical Requirements Section for the supply and installation of the System.
  - (iv) “Eligible Country” means the countries and territories eligible for participation in procurements financed by the World Bank as defined in the Procurement Regulations.
  - (v) “Day” means calendar day of the Gregorian Calendar.
  - (vi) “Week” means seven (7) consecutive Days, beginning the day of the week as is customary in the Purchaser’s Country.
  - (vii) “Month” means calendar month of the Gregorian Calendar.
  - (viii) “Year” means twelve (12) consecutive Months.
  - (ix) “Effective Date” means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Subsystem(s).
  - (x) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Purchaser and Supplier in relation to the System, as **unless otherwise specified in the SCC**, the Contract shall continue in force until the Information System and all the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract.
  - (xi) “Defect Liability Period” (also referred to as the “Warranty Period”) means the period of validity of the warranties

given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Subsystem(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Subsystem[s]) as provided in GCC Clause 29 (Defect Liability).

(xii) “The Coverage Period” means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

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

## 2. Contract Documents

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

## 3. Interpretation

3.1 Governing Language

3.1.1 **Unless otherwise specified in the SCC**, all Contract documents and related correspondence exchanged between Purchaser and Supplier shall be written in the language of these RFP documents (English), and the Contract shall be construed and interpreted in accordance with that language.

3.1.2 If any of the Contract documents or related correspondence are prepared in a language other than the governing language under GCC Clause 3.1.1 above, the translation of such documents into the governing language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costs and risks of such translation.

3.2 Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

3.3 Headings

The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

3.4 Persons

Words importing persons or parties shall include firms, corporations, and government entities.

### 3.5 Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the Incoterms

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1<sup>er</sup>, 75008 Paris, France.

### 3.6 Entire Agreement

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

### 3.7 Amendment

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

### 3.8 Independent Supplier

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

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

### 3.9 Joint Venture

If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

### 3.10 Nonwaiver

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



waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

### 3.11 Severability

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

### 3.12 Country of Origin

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

## 4. Notices

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

4.1.1 Any notice sent by facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.

4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

4.1.3 Any notice delivered personally or sent by facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.

4.1.4 Either party may change its postal, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

4.2 Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.

4.3 Pursuant to GCC Clause 18, notices from/to the Purchaser are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or for any other reason, the Purchaser or Supplier may give and receive notices at their fallback addresses. The address of the Project Manager and the fallback address of the Purchaser are as **specified in the SCC** or as subsequently established/amended. The address of the Supplier's Representative and the fallback address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.

## 5. Governing Law

5.1 The Contract shall be governed by and interpreted in accordance with the laws of the country **specified in the SCC**.

5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

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

## 6. Fraud and Corruption

6.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the Appendix 1 to the GCC.

6.2 The Purchaser requires the Suppliers to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the request for proposal process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## B. SUBJECT MATTER OF CONTRACT

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### 7. Scope of the System

7.1 Unless otherwise expressly **limited in the SCC** or Technical Requirements, the Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation,

Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed Project Plan.

7.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.

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

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

8.1 The Supplier shall commence work on the System within the period **specified in the SCC**, and without prejudice to GCC Clause 28.2, the Supplier shall thereafter proceed with the System in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan.

8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

## 9. Supplier's Responsibilities

9.1 The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

The Supplier shall ensure that its Subcontractors carryout the work on the Information System in accordance with the Contract, including complying with relevant environmental and social requirements and the obligations set out in GCC Clause 9.9.

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

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

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

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

(a) which may include:

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

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

9.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Purchaser and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to Proposal submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.

9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed Project Plan (pursuant to GCC Clause 19.2)

within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause 41.2.

- 9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Purchaser's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's Personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Purchaser under GCC Clause 10.4 and that are necessary for the performance of the Contract.
- 9.5 The Supplier shall comply with all laws in force in the Purchaser's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the Purchaser to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Purchaser.
- 9.6 Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).
- 9.7 Pursuant to paragraph 2.2 e. of the Appendix 1 to the General Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to GCC Clause 6.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 9.8 The Supplier shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

9.9 Code of Conduct

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

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

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

The Supplier shall also ensure that the Code of Conduct is visibly displayed in the Project Site/s as well as, as applicable, in areas outside the Project Site/s accessible to the local community and any project affected people. The posted Code of Conduct shall be provided in languages comprehensible to the Supplier's Personnel, Purchaser's Personnel and the local community.

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

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

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

9.12 Training of Supplier's Personnel

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

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

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

9.13 Stakeholder engagements

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

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

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

9.14 Forced Labor

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

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

#### 9.15 Child Labor

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

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

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

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

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

#### 9.16 Non-Discrimination and Equal Opportunity

The Supplier shall not make decisions relating to the employment or treatment of personnel for the execution of the Contract on the basis of personal characteristics unrelated to inherent job requirements. The Supplier shall base the employment of personnel for the execution of the Contract on the principle of equal opportunity and fair treatment,

and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

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

#### 9.17 Personnel Grievance Mechanism

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

#### 9.18 Security of the Project Site

**If stated in the SCC**, the Supplier shall be responsible for the security at the Project Site/s including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

In making security arrangements, the Supplier shall be guided by applicable laws and any other requirements that may be stated in the Purchaser's Requirements.

The Supplier shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Supplier's Personnel, Purchaser's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Purchaser's Requirements.

The Supplier shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

#### 9.19 Recruitment of Persons

The Supplier shall not recruit, or attempt to recruit, either on limited time or permanent basis or through any other contractual agreement, staff and labor from amongst the Purchaser's Personnel.

#### 9.20 **Unless otherwise specified in the SCC** the Supplier shall have no other Supplier responsibilities.



**10. Purchaser's Responsibilities**

- 10.1 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser to the Supplier, except when otherwise expressly stated in the Contract.
- 10.2 The Purchaser shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1 (b).
- 10.3 The Purchaser shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.
- 10.4 If requested by the Supplier, the Purchaser shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the Supplier's Personnel as the case may be, to obtain.
- 10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed Project Plan, or other parts of the Contract, the Purchaser shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.
- 10.6 The Purchaser shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Purchaser may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.
- 10.7 Unless otherwise specified in the Contract or agreed upon by the Purchaser and the Supplier, the Purchaser shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan.
- 10.8 The Purchaser will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed Project Plan, or other parts of the Contract.
- 10.9 The Purchaser assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the

Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.

- 10.10 The Purchaser is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.
- 10.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Purchaser, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test(s), in accordance with GCC Clause 27.2.
- 10.12 **Unless otherwise specified in the SCC** the Purchaser shall have no other Purchaser responsibilities.

## C. PAYMENT

### 11. Contract Price

- 11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- 11.2 Unless an adjustment clause is **provided for in the SCC**, the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;
- 11.3 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

### 12. Terms of Payment

- 12.1 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC Clause 22.5 and upon fulfillment of other obligations stipulated in the Contract.

The Contract Price shall be paid as **specified in the SCC**.

- 12.2 No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the System or any Subsystem(s).
- 12.3 Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of a valid invoice by the Supplier. In the event that the Purchaser fails to make any payment by its respective due date or within the period set forth in the Contract, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate(s) **specified in the SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 12.4 Payments shall be made in the currency(ies) specified in the Contract Agreement, pursuant to GCC Clause 11. For Goods and Services supplied locally, payments shall be made **as specified in the SCC**.

- 12.5 **Unless otherwise specified in the SCC**, payment of the foreign currency portion of the Contract Price for Goods supplied from outside the Purchaser's Country shall be made to the Supplier through an irrevocable letter of credit opened by an authorized bank in the Supplier's Country and will be payable on presentation of the appropriate documents. It is agreed that the letter of credit will be subject to Article 10 of the latest revision of *Uniform Customs and Practice for Documentary Credits*, published by the International Chamber of Commerce, Paris.
- 12.6 **As specified in the SCC**, if the Supplier fails to perform its cyber security obligations under the Contract, an assessed amount, as determined by the Project Manager, may be withheld until the obligation has been performed.

### 13. Securities

#### 13.1 Issuance of Securities

The Supplier shall provide the securities specified below in favor of the Purchaser at the times and in the amount, manner, and form specified below.

#### 13.2 Advance Payment Security

13.2.1 The Supplier shall provide within twenty-eight (28) days of the notification of Contract award an Advance Payment Security in the amount and currency of the Advance Payment specified in SCC for GCC Clause 12.1 above and valid until the System is Operationally Accepted.

13.2.2 The security shall be in the form provided in the RFP documents or in another form acceptable to the Purchaser. The amount of the security shall be reduced in proportion to the value of the System executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Purchaser. **Unless otherwise specified in the SCC**, the reduction in value and expiration of the Advance Payment Security are calculated as follows:

$P*a/(100-a)$ , where "P" is the sum of all payments effected so far to the Supplier (excluding the Advance Payment), and "a" is the Advance Payment expressed as a percentage of the Contract Price pursuant to the SCC for GCC 12.1.

The security shall be returned to the Supplier immediately after its expiration.

#### 13.3 Performance Security

13.3.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency **specified in the SCC**.

13.3.2 The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the RFP documents, or it shall be in another form acceptable to the Purchaser.

13.3.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than twenty-eight (28) days after its expiration.

13.3.4 Upon Operational Acceptance of the entire System, the security shall be reduced to the amount **specified in the SCC**, on the date of the Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier.

## 14. Taxes and Duties

14.1 For Goods or Services supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country. Any duties, such as importation or customs duties, and taxes and other levies, payable in the Purchaser's country for the supply of Goods and Services from outside the Purchaser's country are the responsibility of the Purchaser unless these duties or taxes have been made part of the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to, in which case the duties and taxes will be the Supplier's responsibility.

14.2 For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Purchaser. The only exception are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in the Purchaser's country, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.

14.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of Proposal submission in the Purchaser's Country (also called "Tax" in this GCC Clause 14.4). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

## D. INTELLECTUAL PROPERTY

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### 15. Copyright

- 15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
- 15.2 The Purchaser agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except that additional copies of Standard Materials may be made by the Purchaser for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.
- 15.3 The Purchaser's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or **unless otherwise specified in the SCC** to a legally constituted successor organization (e.g., a reorganization of a public entity formally authorized by the government or through a merger or acquisition of a private entity).
- 15.4 **Unless otherwise specified in the SCC**, the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Purchaser. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing (as legally sufficient) that the Purchaser may consider necessary or desirable to perfect the right, title, and interest of the Purchaser in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Purchaser and where permitted by applicable law, ensure that the holder of such a moral right waives it.
- 15.5 **Unless otherwise specified in the SCC**, escrow arrangements shall NOT be required.

### 16. Software License Agreements

- 16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Purchaser, the Supplier hereby grants to the Purchaser license to access and use the Software, including all inventions, designs, and marks embodied in the Software.

Such license to access and use the Software shall:

- (a) be:
- (i) nonexclusive;
  - (ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);
  - (iii) **unless otherwise specified in the SCC** valid throughout the territory of the Purchaser's Country;
  - (iv) **unless otherwise specified in the SCC** subject to NO additional restrictions.

- (b) permit the Software to be:
  - (i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's Proposal), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;
  - (ii) used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's Proposal specifies a class of computer to which the license is restricted, the replacement computer(s) is(are) within that class;
  - (iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;
  - (iv) reproduced for safekeeping or backup purposes;
  - (v) customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;
  - (vi) **unless otherwise specified in the SCC**, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and
  - (vii) **unless otherwise specified in the SCC** disclosed to, and reproduced for use by, NO other parties.

16.2 The Supplier has the right to audit the Standard Software to verify compliance with the above license agreements. **Unless otherwise specified in the SCC**, the Purchaser will make available to the Supplier, within seven (7) days of a written request, accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between the Purchaser and the Supplier, Purchaser will allow, under a pre-specified agreed procedure, the execution of embedded software functions under Supplier's control, and unencumbered transmission of resulting information on software usage.

## 17. Confidential Information

- 17.1 **Unless otherwise specified in the SCC**, the "Receiving Party" (either the Purchaser or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.
- 17.2 For the purposes of GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Purchaser or the Purchaser's use of the System.
- 17.3 Notwithstanding GCC Clauses 17.1 and 17.2:
- (a) the Supplier may furnish to its Subcontractor Confidential Information of the Purchaser to the extent reasonably required for the Subcontractor to perform its work under the Contract; and
  - (b) the Purchaser may furnish Confidential Information of the Supplier:
    - (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and
    - (ii) to its affiliates and subsidiaries,
- in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party.
- 17.4 The Purchaser shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Purchaser's prior written consent, use any Confidential Information received from the Purchaser for any purpose other than those that are required for the performance of the Contract.
- 17.5 The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:
- (a) now or hereafter enters the public domain through no fault of the Receiving Party;
  - (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
  - (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality;
  - (d) is being provided to the Bank.
- 17.6 The above provisions of this GCC Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this

Contract prior to the date of the Contract in respect of the System or any part thereof.

- 17.7 **Unless otherwise specified in the SCC**, the provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for three (3) years.

## **E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM**

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### **18. Representatives**

#### 18.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Purchaser shall appoint and notify the Supplier in writing of the name of the Project Manager. The Purchaser may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. **Unless otherwise specified in the SCC** (if any), the Project Manager shall have the authority to represent the Purchaser on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Purchaser pursuant to GCC Clause 4.

#### 18.2 Supplier's Representative

18.2.1 If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Purchaser in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier's Representative. If the Purchaser does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Purchaser objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 18.2.1.

18.2.2 **Unless otherwise specified in the SCC** (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier pursuant to GCC Clause 4.

18.2.3 The Supplier shall not revoke the appointment of the Supplier's Representative without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's



Representative, pursuant to the procedure set out in GCC Clause 18.2.1.

- 18.2.4 The Supplier's Representative and staff are obliged to work closely with the Purchaser's Project Manager and staff, act within their own authority, and abide by directives issued by the Purchaser that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of the Supplier's Personnel.
- 18.2.5 The Supplier's Representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.
- 18.2.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause 18.2.5 shall be deemed to be an act or exercise by the Supplier's Representative.

### 18.3 Removal of Supplier's Personnel

- 18.3.1 The Project Manager may require the Supplier to remove (or cause to be removed) the Supplier's Representative or any other person employed by the Supplier in the execution of the Contract, who:
- (a) persists in any misconduct or lack of care;
  - (b) carries out duties incompetently or negligently;
  - (c) fails to comply with any provision of the Contract;
  - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
  - (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;
  - (f) has been recruited from the Purchaser's Personnel;
  - (g) engages in any other behaviour which breaches the Code of Conduct, as applicable;

If appropriate, the Supplier shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Supplier shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from work on the System, any person Employed by the Supplier in the execution of the

Contract who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.

18.3.2 If any representative or person employed by the Supplier is removed in accordance with GCC Clause 18.3.1, the Supplier shall, where required, promptly appoint a suitable replacement with equivalent skills and experience.

## 19. Project Plan

- 19.1 In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Supplier's Proposal, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/or Technical Requirements.
- 19.2 **Unless otherwise specified in the SCC**, within thirty (30) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Purchaser. Such submission to the Purchaser shall include any applicable environmental and social management plan to manage environmental and social risks and impacts. The Purchaser shall, within fourteen (14) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called "non-conformities" below). The Supplier shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Purchaser. The Purchaser shall, within five (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Purchaser shall provide confirmation in writing to the Supplier. This approved Project Plan ("the Agreed Project Plan") shall be contractually binding on the Purchaser and the Supplier.
- 19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 39 and 40.
- 19.4 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed Project Plan and the Contract.
- 19.5 **Unless otherwise specified in the SCC**, the Supplier shall submit to the Purchaser Monthly Progress Reports summarizing:
- (i) results accomplished during the prior period;
  - (ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;
  - (iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;
  - (iv) other issues and outstanding problems; proposed actions to be taken;

- (i) resources that the Supplier expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;
- (ii) status of compliance to environmental and social requirements, as applicable;
- (vii) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.

19.6 The Supplier shall submit to the Purchaser other (periodic) reports **as specified in the SCC**.

#### 19.7 Immediate Reporting requirement

The Supplier shall inform the Project Manager immediately of any allegation, incident or accident in Project Site/s, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Purchaser's Personnel, Supplier's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; any cyber security incidents as **specified in the SCC**; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Supplier, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Purchaser of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Contract which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Purchaser's Personnel or Supplier's Personnel. The notification shall provide sufficient detail regarding such incidents or accidents.

The Supplier shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Purchaser.

The Purchaser shall require its Subcontractors to immediately notify it of any incidents or accidents referred to in this Sub- Clause.

## 20. Subcontracting

20.1 Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Purchaser. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Purchaser for its approval in sufficient time so as not to impede the progress of work on the System. Submission by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Approval by the Purchaser shall not withhold such approval unreasonably. Such approval

by the Purchaser of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.

- 20.2 The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Purchaser's prior approval under GCC Clause 20.3.
- 20.3 For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Purchaser in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; including by providing the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration; and (ii) by the end of this period either the Purchaser has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Purchaser has objected in writing prior to the end of the notice period. The absence of a written objection by the Purchaser during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Purchaser of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Purchaser or Supplier as they are specified in GCC Clauses 20.1 and 20.2, or in Appendix 3 of the Contract Agreement.
- 20.4 The Supplier shall ensure that its Subcontractors comply with the relevant ES requirements and the obligations set out in GCC Clause 9.9

## **21. Design and Engineering**

### **21.1 Technical Specifications and Drawings**

21.1.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.

The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

21.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Project Manager.

### **21.2 Codes and Standards**

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the

revised version of such codes and standards current at the date twenty-eight (28) days prior to date of Proposal submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with GCC Clause 39.3.

21.3 Approval/Review of Controlling Technical documents by the Project Manager

21.3.1 **Unless otherwise specified in the SCC**, there will NO Controlling Technical documents required. However, **if the SCC specifies** Controlling Technical documents, the Supplier shall prepare and furnish such documents for the Project Manager's approval or review.

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

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

21.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

21.3.3 The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.

21.3.4 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.

21.3.5 If any dispute occurs between the Purchaser and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 43.1 (Adjudication). If such dispute is referred to an

Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Purchaser has not given notice under GCC Clause 43.1.2, then the Supplier shall be reimbursed by the Purchaser for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

21.3.6 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

21.3.7 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

## **22. Procurement, Delivery, and Transport**

22.1 Subject to related Purchaser's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.

22.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.

22.3 Early or partial deliveries require the explicit written consent of the Purchaser, which consent shall not be unreasonably withheld.

22.4 Transportation

22.4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Purchaser's instructions to the Supplier.

22.4.2 The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms.

22.4.3 **Unless otherwise specified in the SCC**, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

22.5 **Unless otherwise specified in the SCC**, the Supplier will provide the Purchaser with shipping and other documents, as specified below:

22.5.1 For Goods supplied from outside the Purchaser's Country:

Upon shipment, the Supplier shall notify the Purchaser and the insurance company contracted by the Supplier to provide cargo insurance by cable, facsimile, electronic mail, or other electronic means with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate, with a copy to the cargo insurance company:

- (a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;
- (b) usual transportation documents;
- (c) insurance certificate;
- (d) certificate(s) of origin; and
- (e) estimated time and point of arrival in the Purchaser's Country and at the site.

22.5.2 For Goods supplied locally (i.e., from within the Purchaser's country):

Upon shipment, the Supplier shall notify the Purchaser by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate:

- (a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;
- (b) delivery note, railway receipt, or truck receipt;
- (c) certificate of insurance;
- (d) certificate(s) of origin; and
- (e) estimated time of arrival at the site.

22.6 Customs Clearance

- (a) The Purchaser will bear responsibility for, and cost of, customs clearance into the Purchaser's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Purchaser's country in the Price Schedules referred to by Article 2 of the Contract Agreement.
- (b) At the request of the Purchaser, the Supplier will make available a representative or agent during the process of customs clearance in the Purchaser's country for goods supplied from outside the Purchaser's country. In the event of delays in customs clearance that are not the fault of the Supplier:

- (i) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 40;
- (ii) the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.

## 23. Product Upgrades

- 23.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its Proposal and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause 39 (Changes to the System).
- 23.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser's Country, pursuant to GCC Clause 39 (Changes to the System).
- 23.3 During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its Proposal.
- 23.4 **Unless otherwise specified in the SCC**, during the Warranty Period, the Supplier will provide at no additional cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's country, and no later than twelve (12) months after they are released in the country of origin of the Software.
- 23.5 The Purchaser shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty four (24) months after the Purchaser receives a production-ready copy of a subsequent version, release, or update. The Purchaser shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.



**24. Implementation, Installation, and Other Services**

- 24.1 The Supplier shall provide all Services specified in the Contract and Agreed Project Plan in accordance with the highest standards of professional competence and integrity.
- 24.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its Proposal) and shall not exceed the prevailing rates charged by the Supplier to other purchasers in the Purchaser's Country for similar services.

**25. Inspections and Tests**

- 25.1 The Purchaser or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/or conformity to the Contract at the point of delivery and/or at the Project Site.
- 25.2 The Purchaser or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Purchaser shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.
- 25.3 Should the inspected or tested components fail to conform to the Contract, the Purchaser may reject the component(s), and the Supplier shall either replace the rejected component(s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Purchaser.
- 25.4 The Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.
- 25.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 43 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

**26. Installation of the System**

- 26.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed Project Plan, the Supplier shall so notify the Purchaser in writing.
- 26.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section in the RFP documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the

Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Purchaser in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause 26.2 shall be repeated, as necessary, until an Installation Certificate is issued.

- 26.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, or if the Purchaser puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Purchaser put the System into production operation, as the case may be.

## 27. Commissioning and Operational Acceptance

### 27.1 Commissioning

27.1.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier:

- (a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or
- (b) as otherwise specified in the Technical Requirement or the Agreed Project Plan; or
- (c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3.

27.1.2 The Purchaser shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning.

Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.

### 27.2 Operational Acceptance Tests

27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Purchaser (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s]), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's Proposal, including, but not restricted to, the functional and technical performance requirements. **Unless otherwise specified in the SCC, the Operational Acceptance**

Tests during Commissioning will be conducted as specified in the Technical Requirements and/or the Agreed Project Plan.

At the Purchaser's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.

27.2.2 If for reasons attributable to the Purchaser, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by the Purchaser and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.

### 27.3 Operational Acceptance

27.3.1 Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when

- (a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed Project Plan have been successfully completed; or
- (b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Purchaser within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or
- (c) the Purchaser has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Purchaser and document such use.

27.3.2 At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.

27.3.3 After consultation with the Purchaser, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:

- (a) issue an Operational Acceptance Certificate; or
- (b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or
- (c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.

27.3.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project

Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Purchaser, and the Purchaser, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Purchaser of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The Purchaser shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.

27.3.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, then either:

(a) the Purchaser may consider terminating the Contract, pursuant to GCC Clause 41.2.2;

or

(b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Purchaser to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.

27.3.6 If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice.

#### 27.4 Partial Acceptance

27.4.1 If so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.

27.4.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major

components and Subsystems have been supplied, installed, tested, and commissioned.

- 27.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Purchaser or Supplier.

## F. GUARANTEES AND LIABILITIES

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### 28. Operational Acceptance Time Guarantee

- 28.1 The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule and/or the Agreed Project Plan pursuant to GCC Clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).
- 28.2 **Unless otherwise specified in the SCC**, if the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Purchaser liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount of ten (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2.
- 28.3 **Unless otherwise specified in the SCC**, liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the Purchaser may have under the Contract for other delays.
- 28.4 If liquidated damages are claimed by the Purchaser for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Purchaser in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

**29. Defect Liability**

- 29.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. **Unless otherwise specified in the SCC**, there will be NO exceptions and/or limitations to this warranty with respect to Software (or categories of Software). Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.
- 29.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.
- 29.3 **Unless otherwise specified in the SCC**, the Supplier warrants that: (i) all Goods components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines, and (ii) they have been previously released to the market.
- 29.4 **Unless otherwise specified in the SCC**, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for thirty-six (36) months.
- 29.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.
- 29.6 The Supplier shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the System arising out of or resulting from any of the following causes:
- (a) improper operation or maintenance of the System by the Purchaser;
  - (b) normal wear and tear;
  - (c) use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or
  - (d) modifications made to the System by the Purchaser, or a third party, not approved by the Supplier.
- 29.7 The Supplier's obligations under this GCC Clause 29 shall not apply to:

- (a) any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or
  - (b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Purchaser or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.
- 29.8 The Purchaser shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Purchaser shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.
- 29.9 The Supplier may, with the consent of the Purchaser, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Purchaser may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, whereupon the Supplier shall carry out such tests.
- If such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the Purchaser and the Supplier.
- 29.10 **Unless otherwise specified in the SCC**, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the Purchaser may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.
- 29.11 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the Purchaser because of such defect and/or making good of such defect.
- 29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, the Purchaser may choose to retain physical possession of any replaced defective information storage devices.
- 29.13 At the request of the Purchaser and without prejudice to any other rights and remedies that the Purchaser may have against the Supplier under the Contract, the Supplier will offer all possible assistance to the Purchaser to

seek warranty services or remedial action from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation assignment or transfer in favor of the Purchaser of the benefit of any warranties given by such producers or licensors to the Supplier.

### **30. Functional Guarantees**

- 30.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Purchaser's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance governs how technical conformance of the System to the Contract requirements will be determined.
- 30.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.
- 30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.

### **31. Intellectual Property Rights Warranty**

- 31.1 The Supplier hereby represents and warrants that:
- (a) the System as supplied, installed, tested, and accepted;
  - (b) use of the System in accordance with the Contract; and
  - (c) copying of the Software and Materials provided to the Purchaser in accordance with the Contract

do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.

### **32. Intellectual Property Rights Indemnity**

- 32.1 The Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers



may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:

- (a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;
- (b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and
- (c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause 32.2.

32.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.

32.3 Such indemnities shall also not apply if any claim of infringement:

- (a) is asserted by a parent, subsidiary, or affiliate of the Purchaser's organization;
- (b) is a direct result of a design mandated by the Purchaser's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Proposal; or
- (c) results from the alteration of the System, including the Materials, by the Purchaser or any persons other than the Supplier or a person authorized by the Supplier.

32.4 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Clause 32.1, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) days, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

32.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights

arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Purchaser or any persons (other than the Supplier) contracted by the Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

32.6 Such indemnity shall not cover

- (a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;
- (b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Purchaser or any other person contracted by the Purchaser, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

32.7 Such indemnities shall also not apply:

- (a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Supplier's organization;
- (b) to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Purchaser or any persons contracted by the Purchaser.

32.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.

### **33. Limitation of Liability**

33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

## **G. RISK DISTRIBUTION**

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### **34. Transfer of Ownership**

- 34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Purchaser at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.
- 34.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright), Clause 16 (Software License Agreements), and any elaboration in the Technical Requirements.
- 34.3 Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.

### **35. Care of the System**

- 35.1 The Purchaser shall become responsible for the care and custody of the System or Subsystems upon their Delivery. The Purchaser shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance), excepting such loss or damage arising from acts or omissions of the Supplier, its employees, or subcontractors.
- 35.2 If any loss or damage occurs to the System or any part of the System by reason of:
  - (a) (insofar as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced Supplier could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;
  - (b) any use not in accordance with the Contract, by the Purchaser or any third party;
  - (c) any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Purchaser, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2,

the Purchaser shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the

Purchaser requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Purchaser in accordance with GCC Clause 39. If the Purchaser does not request the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Purchaser shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Purchaser shall terminate the Contract pursuant to GCC Clause 41.1.

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

35.3 The Purchaser shall be liable for any loss of or damage to any Supplier's Equipment which the Purchaser has authorized to locate within the Purchaser's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors.

36.1 The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in the Purchaser's Country.

36.2 Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Purchaser or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Purchaser, its contractors, employees, officers, or agents.

36.3 If any proceedings are brought or any claim is made against the Purchaser that might subject the Supplier to liability under GCC Clause 36.2, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) day period, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

36.4 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Purchaser, other than the System not yet achieving Operational Acceptance, that is caused by

fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.

- 36.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Purchaser to liability under GCC Clause 36.4, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.
- 36.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

### 37. Insurances

- 37.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, who should not unreasonably withhold such approval.
- (a) Cargo Insurance During Transport
- as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.
- (b) Installation "All Risks" Insurance
- as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under "all risks" insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.
- (c) Third-Party Liability Insurance
- On terms as **specified in the SCC**, covering bodily injury or death suffered by third parties (including the Purchaser's personnel) and loss of or damage to property (including the Purchaser's property and any Subsystems that have been accepted by the Purchaser) occurring in connection with the supply and installation of the Information System.

(d) Automobile Liability Insurance

In accordance with the statutory requirements prevailing in the Purchaser's Country, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

(e) Other Insurance (if any), as **specified in the SCC.**

37.2 The Purchaser shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1, except for the Third-Party Liability, and the Supplier's Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1 except for Cargo Insurance During Transport. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

37.3 The Supplier shall deliver to the Purchaser certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

37.4 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.

37.5 If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the Purchaser may take out and maintain in effect any such insurance and may from time to time deduct from any amount due the Supplier under the Contract any premium that the Purchaser shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.

37.6 Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Supplier. The Purchaser shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Purchaser's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Purchaser. With respect to insurance claims in which the Supplier's interest is involved, the Purchaser shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

### 38. Force Majeure

38.1 "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

- (a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;

- (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
  - (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;
  - (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
  - (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
  - (f) failure, by the Supplier, to obtain the necessary export permit(s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.
- 38.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.
- 38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).
- 38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 38.6.
- 38.5 No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
- (a) constitute a default or breach of the Contract;
  - (b) (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance,

if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

- 38.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
- 38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Purchaser and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.
- 38.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.

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## H. CHANGE IN CONTRACT ELEMENTS

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### 39. Changes to the System

#### 39.1 Introducing a Change

39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the Purchaser shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called “Change”), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.

A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with GCC Clause 23 (Product Upgrades).

39.1.2 The Supplier may from time to time during its performance of the Contract propose to the Purchaser (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Purchaser may at its discretion approve or reject any Change proposed by the Supplier.

39.1.3 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.

39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and



sample forms are provided in the Sample Contractual Forms Section in the RFP documents.

- 39.1.5 Moreover, the Purchaser and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be “frozen.” Any Change initiated after this time will be dealt with after Operational Acceptance.

### 39.2 Changes Originating from Purchaser

- 39.2.1 If the Purchaser proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Supplier a “Request for Change Proposal,” requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:

- (a) brief description of the Change;
- (b) impact on the Time for Achieving Operational Acceptance;
- (c) detailed estimated cost of the Change;
- (d) effect on Functional Guarantees (if any);
- (e) effect on any other provisions of the Contract; and
- (f) any additional documents as **specified in the SCC**.

- 39.2.2 Prior to preparing and submitting the “Change Proposal,” the Supplier shall submit to the Project Manager a “Change Estimate Proposal,” which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier’s Change Estimate Proposal, the Purchaser shall do one of the following:

- (a) accept the Supplier’s estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;
- (b) advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;
- (c) advise the Supplier that the Purchaser does not intend to proceed with the Change.

- 39.2.3 Upon receipt of the Purchaser’s instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Purchaser and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.

39.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

39.2.5 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the Purchaser accepts the Supplier's objection, the Purchaser shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.

39.2.6 Upon receipt of the Change Proposal, the Purchaser and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Purchaser shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the Purchaser is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If the Purchaser decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.

39.2.7 If the Purchaser and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause 6 (Settlement of Disputes).

### 39.3 Changes Originating from Supplier

If the Supplier proposes a Change pursuant to GCC Clause 39.1.2, the Supplier shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures

outlined in GCC Clauses 39.2.6 and 39.2.7. However, should the Purchaser choose not to proceed or the Purchaser and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Purchaser and the Supplier to the contrary.

39.4 Value engineering. The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing Contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
  - (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
  - (c) improves the quality, efficiency, safety or sustainability of the systems; or
  - (d) yields any other benefits to the Purchaser,
- without compromising the necessary functions of the systems.

If the value engineering proposal is approved by the Purchaser and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

#### **40. Extension of Time for Achieving Operational Acceptance**

40.1 The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- (a) any Change in the System as provided in GCC Clause 39 (Change in the Information System);

- (b) any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);
- (c) default of the Purchaser; or
- (d) any other matter specifically mentioned in the Contract;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.

- 40.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 43.
- 40.3 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

## 41. Termination

### 41.1 Termination for Purchaser's Convenience

- 41.1.1 The Purchaser may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.
- 41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination
- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
  - (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.1.2 (d) (ii) below;
  - (c) remove all Supplier's Equipment from the site, repatriate the Supplier's Personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
  - (d) in addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall
    - (i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
    - (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the

System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;

- (iii) deliver to the Purchaser all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.1.3 In the event of termination of the Contract under GCC Clause 41.1.1, the Purchaser shall pay to the Supplier the following amounts:

- (a) the Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;
- (b) the costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and in the repatriation of the Supplier's Personnel;
- (c) any amount to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;
- (d) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2 (a); and
- (e) the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.

#### 41.2 Termination for Supplier's Default

41.2.1 The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Supplier, referring to this GCC Clause 41.2:

- (a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;
- (b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or

- (c) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of the Appendix 1 to the GCC, in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

41.2.2 If the Supplier:

- (a) has abandoned or repudiated the Contract;
- (b) has without valid reason failed to commence work on the System promptly;
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- (d) refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed Project Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the Purchaser that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended;

then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within thirty (30) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.

41.2.3 Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.2.3 (d) below;
- (c) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
- (d) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be

required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;

- (e) deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

41.2.4 The Purchaser may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.

41.2.5 Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the Purchaser from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

41.2.6 If the Purchaser completes the System, the cost of completing the System by the Purchaser shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the Purchaser in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause 41.2.5, the Supplier shall pay the balance to the Purchaser, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Purchaser shall pay the balance to the Supplier. The Purchaser and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

### 41.3 Termination by Supplier

41.3.1 If:

- (a) the Purchaser has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause **pursuant to the SCC**, or commits a substantial breach of the Contract, the Supplier may give a notice to the Purchaser that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Purchaser to remedy the same, as the case may be. If the Purchaser fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for

withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Supplier's notice; or

- (b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System;

then the Supplier may give a notice to the Purchaser of such events, and if the Purchaser has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Purchaser referring to this GCC Clause 41.3.1, forthwith terminate the Contract.

41.3.2 The Supplier may terminate the Contract immediately by giving a notice to the Purchaser to that effect, referring to this GCC Clause 41.3.2, if the Purchaser becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Purchaser takes or suffers any other analogous action in consequence of debt.

41.3.3 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:

- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 41.3.3 (d) (ii);
- (c) remove all Supplier's Equipment from the site and repatriate the Supplier's Personnel from the site.
- (d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:
  - (i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
  - (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the



System, or Subsystems, as of the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;

- (iii) to the extent legally possible, deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.3.4 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, the Purchaser shall pay to the Supplier all payments specified in GCC Clause 41.1.3 and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Supplier arising out of, in connection with, or in consequence of such termination.

41.3.5 Termination by the Supplier pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.

41.4 In this GCC Clause 41, the expression “portion of the System executed” shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.

41.5 In this GCC Clause 41, in calculating any monies due from the Purchaser to the Supplier, account shall be taken of any sum previously paid by the Purchaser to the Supplier under the Contract, including any advance payment paid **pursuant to the SCC**.

## 42. Assignment

42.1 Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

## I. SETTLEMENT OF DISPUTES

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### 43. Settlement of Disputes

43.1 Adjudication

43.1.1 If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute by mutual consultation. If the parties fail

to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix 2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause 43.2.1.

43.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Purchaser and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.

43.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Purchaser and the Supplier.

43.1.4 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Purchaser and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority **specified in the SCC**, or, if no Appointing Authority is **specified in SCC**, the Contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

## 43.2 Arbitration

### 43.2.1 If

- (a) the Purchaser or the Supplier is dissatisfied with the Adjudicator's decision and acts before this decision has become final and binding pursuant to GCC Clause 43.1.2, or
- (b) the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 43.1.2, and the Purchaser or the Supplier acts within the following fourteen (14) days, or
- (c) in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 43.1.1 expires without resolution of the dispute and the Purchaser or the Supplier acts within the following fourteen (14) days,

then either the Purchaser or the Supplier may act to give notice to the other party, with a copy for information to the Adjudicator in case an Adjudicator had been involved, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

43.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 43.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the Information System.

43.2.3 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

43.3 Notwithstanding any reference to the Adjudicator or arbitration in this clause,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

#### **44. Cyber Security**

44.1 **Pursuant to the SCC**, the Supplier, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Supplier, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.

# APPENDIX 1

## Fraud and Corruption

*(Text in this Appendix shall not be modified)*

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

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

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly,

engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

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

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

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder 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.

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

## APPENDIX 2

### Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

*[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]*

Subcontractor’s Name: *[insert full name]*

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

Contract reference *[insert contract reference]*

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

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

Name of the Subcontractor \_\_\_\_\_

Name of the person duly authorized to sign on behalf of the Subcontractor \_\_\_\_\_

Title of the person signing on behalf of the Subcontractor \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Countersignature of authorized representative of the Supplier:

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

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_



## SECTION IX - SPECIAL CONDITIONS OF CONTRACT (SCC)

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## Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

### A. CONTRACT AND INTERPRETATION

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

GCC 1.1 (a) (ix)	The applicable edition of the Procurement Regulation is dated: <b>2016; the latest edition of September, 2023</b>
GCC 1.1 (b) (i)	The Purchaser is: <b>N(N)LE Open Net</b>
GCC 1.1 (b) (ii)	The Project Manager is <b>Mr. Sandro Karumidze</b>
GCC 1.1 (e) (i)	The Purchaser's Country is: <i>Georgia</i> .
GCC 1.1 (e) (x)	The Contract is completed upon signing of the statements by the Parties constituting delivery by the Supplier and acceptance by the Purchaser of all the Goods and Services.
GCC 1.1 (e) (xiii)	No single number of months/years is defined for the Post-Warranty Period.

#### 2. Notices ( GCC Clause 4)

GCC 4.3	Address of the Project Manager: <b>50/18 Ketevan Dedopali Ave/ Bochorma Str., 0144, Tbilisi, Georgia</b> <a href="mailto:akarumidze@comcom.ge">akarumidze@comcom.ge</a>  Fallback address of the Purchaser: <b>7B, Nikoloz Kipshidze Str., 0162, Tbilisi, Georgia,</b> <a href="mailto:procurement@opennet.ge">procurement@opennet.ge</a>
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#### 3. Governing Law ( GCC Clause 5)

GCC 5.1	The Contract shall be interpreted in accordance with the laws of: <b>Georgia</b>
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### B. SUBJECT MATTER OF CONTRACT

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

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Proposal: __  1. Costs of hosting of the system in the Cloud
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	<p>2. Cost of system support including defect removal (with bug fixing)</p> <p>3. Cost of future payment for licensed software components that are used in the system</p> <p>4. Man-hour cost of software developers and other professional roles for future development of system components if required</p>
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### 5. Time for Commencement and Operational Acceptance ( GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within: <i>[to be named]</i> days from the Effective Date of the Contract.
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### 6. Supplier's Responsibilities ( GCC Clause 9)

GCC 9.1	Health and safety manual <i>is not required</i>
GCC 9.8	The following sustainable procurement contractual provisions, apply: <i>none</i>
GCC 9.18	The Supplier <i>is not required</i> to make security arrangements for the Project Site/s.

## C. PAYMENT

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

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

GCC 12.1	<p>Subject to the provisions of GCC Clause 12 (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of goods or services under the specific payment category. Within each such category, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement.</p> <ol style="list-style-type: none"> <li>1. Advanced payment ten (10%) percent at Project plan against advanced payment security.</li> <li>2. Twenty percent (20%) of the total or pro-rata Contract Price against delivery of services and goods defined for stage 2.</li> <li>3. Twenty five percent (25%) of the total or pro-rata Contract Price against delivery of services and goods defined for stage 3.</li> <li>4. Thirty percent (30%) of the total or pro-rata Contract Price against delivery of services and goods defined at stage 4.</li> </ol>
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	5. Fifteen percent (15%) of the total or pro-rata Contract Price against delivery of services by the end of the contract.
GCC 12.3	The Purchaser shall pay to the Supplier interest on the delayed payments at a rate of: 0.2% per annum.
GCC 12.4	The Supplier will invoice the Purchaser in the currency used in the Contract Agreement and the Price Schedules it refers to, for Goods and Services supplied locally, and the conversion between this currency and <i>GEL</i> for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the exchange rate of National Bank of Georgia.
GCC 12.6	<i>There are no Special Conditions of Contract applicable to GCC Clause 12.6"</i>

### 9. Securities ( GCC Clause 13)

GCC 13.2.1	Advance Payment Security shall be issued by a reputable bank located in Georgia or abroad, acceptable to the Employer.  If the institution issuing the security is located outside Georgia, it shall have a correspondent financial institution located in Georgia to make it enforceable.
GCC 13.3.1	The Performance Security shall be denominated in <i>currency/ies of the Contract for an amount equal to 10% of the Contract Price, excluding any Recurrent Costs.</i>
GCC 13.3.2	The Performance Security shall be denominated in currency/ies of the Contract for an amount equal to 10% of the Contract Price, excluding any Recurrent Costs.
GCC 13.3.4	During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to 2.0 percent of the Contract Price, excluding any Recurrent Costs.

## D. INTELLECTUAL PROPERTY

### 10. Copyright ( GCC Clause 15)

GCC 15.3	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.3</i>
GCC 15.4	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.4</i>
GCC 15.5	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.5</i>

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

GCC 16.1 (a) (iv)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)</i>  the Supplier hereby grants to the Purchaser license to access and use, update, maintain and otherwise modify and reuse the Software, including all inventions, designs, and marks embodied in the Software.
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	Supplier shall provide sizing services of the solution, which is required for identification of the characteristics of the deployment environment.  All licenses required in the proposed solution, which will be non-perpetual, shall be provided at least for the 5 Year term.
GCC 16.1 (b) (vi)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi)</i>
GCC 16.1 (b) (vii)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)</i>
GCC 16.2	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.2</i>

### 12. Confidential Information ( GCC Clause 17)

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

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### 13. Representatives ( GCC Clause 18)

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

### 14. Project Plan ( GCC Clause 19)

GCC 19.1	Chapters in the Project Plan must address the subjects <b>as per the Technical Requirements.</b>
GCC 19.6	<i>The Supplier shall submit to the Purchaser:</i>  <i>(a) by weekly work progress inspection and quality assurance reports;</i>  <i>(b) by weekly log of service calls and problem resolutions</i>
GCC 19.7	<i>There are no Special Conditions of Contract applicable to GCC Clause 19.7</i>

### 15. Design and Engineering ( GCC Clause 21)

GCC 21.3.1	The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager's approval before proceeding with work on the System or any Subsystem covered by the documents:  1) Descriptions of detailed functional description, user interface design and system architecture of the system components.
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	2) Legal documentation (certificates, partnership agreements, etc.) to prove that it is authorized to deploy the components of the solution by their respective vendors. This authorization may be specifically granted for the scope of Purchaser’s project or constitute a wider partnership covering past and future project.
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### 16. Product Upgrades ( GCC Clause 23)

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

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

GCC 27.2.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 27.2.1.</i>
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## F. GUARANTEES AND LIABILITIES

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### 19. Operational Acceptance Time Guarantee ( GCC Clause 28)

GCC 28.2	<p>There are no Special Conditions of Contract applicable to GCC Clause 28.2.</p> <p>The Supplier will pay to Purchaser:</p> <ul style="list-style-type: none"> <li>• 0.2 % per day from Contract price if deadline for development phase for the project stage is not reached</li> <li>• 0.3 % per day from Contract price if deadline for testing bug fixing phase for the project stage is not reached</li> <li>• 0.5% per day from Contract price if deadline Piloting and Acceptance phase for the project stage is not reached</li> </ul> <p>For delays for works defined in “MAINTENANCE AND SERVICE SLA” section of Technical Requirements the Supplier will pay to Purchaser</p> <ul style="list-style-type: none"> <li>• 0.05% per day from Contract price for delay in Low priority – initial response</li> <li>• 0.05% per day from Contract price for delay in Low priority – time to fix</li> <li>• 0.2% per day from Contract price for delay in High priority – initial response</li> <li>• 0.2% per day from Contract price for delay in High priority – time to fix</li> <li>• 0.5% per day from Contract price for delay in Critical – initial response</li> <li>• 0.5% per day from Contract price for delay in Critical – time to fix</li> </ul> <p>Contract can be terminated if liquidate damages during Contract term reach 30% of the Contract price.</p>
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GCC 28.3	<i>There are no Special Conditions of Contract applicable to GCC Clause 28.3.</i>
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### 20. Defect Liability ( GCC Clause 29)

GCC 29.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.1.</i>
GCC 29.4	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 29.4.</i></p> <p>During Warranty period For delays for works defined in “MAINTENANCE AND SERVICE SLA” section of Technical Requirements the Supplier will pay purchased</p> <p><b>0.05% per day from Contract price for delay in Low priority – initial response</b></p> <p><b>0.05% per day from Contract price for delay in Low priority – time to fix</b></p> <p><b>0.2% per day from Contract price for delay in High priority – initial response</b></p> <p><b>0.2% per day from Contract price for delay in High priority – time to fix</b></p> <p><b>0.5% per day from Contract price for delay in Critical – initial response</b></p> <p><b>0.5% per day from Contract price for delay in Critical – time to fix</b></p> <p><i>[Note: When defining the Warranty period, Purchasers should be careful to recognize that services such as resident engineer support, new software releases and end-user help desk support are not typically included in commercial warranties and should be priced separately in the Recurrent Cost Table].</i></p>
GCC 29.10	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.10</i>

### 21. Functional Guarantees ( GCC Clause 30)

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

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

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### 23. Insurances ( GCC Clause 37)

GCC 37.1 (c)	<p>The GCC Clause 37.1 (a) –(d) is amended as follows:</p> <p>“The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the</p>
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	<p>insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, who should not unreasonably withhold such approval:</p> <p>(a) Professional Indemnity Insurance, with a minimum coverage of equal to the value of the contract. Insurance shall cover the period from the Effective Date of the Contract until its completion.”</p>
GCC 37.1 (e)	<i>There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).</i>

## H. CHANGE IN CONTRACT ELEMENTS

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

GCC 39.2.1	<i>None</i>
GCC 39.4	<p><b>Value Engineering</b></p> <p>The Purchaser <i>will not</i> consider a Value Engineering Proposal.</p>

## I. SETTLEMENT OF DISPUTES

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

GCC 43.1.3	<p>During the Contract execution, in case either of the parties wishes to proceed with the appointment of an Adjudicator, the notice should be sent to the other party including the name of a proposed Adjudicator. Within 30 days after the receipt of the notice, the parties should appoint the Adjudicator.</p> <p>The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Purchaser and the Supplier.</p>
GCC 43.1.4	The Appointing Authority for the Adjudicator is: <i>Georgian Chamber of Commerce</i>
GCC 43.2.3	If the Supplier is a national of the Purchaser’s Country or is from outside the Purchaser’s Country, any dispute between the Purchaser and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of the Purchaser’s country.
GCC 44.1	Does not apply

## SECTION X - CONTRACT FORMS

### *Notes to the Purchaser on preparing the Contract Forms*

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**Performance Security:** Pursuant to GCC Clause 13.3, the successful Proposer is required to provide the Performance Security within twenty-eight (28) days of notification of Contract award.

**Advance Payment Security:** Pursuant to Clause 13.2, the successful Proposer is required to provide a bank guarantee securing the Advance Payment, if the SCC related to GCC Clause 12.1 provides for an Advance Payment.

**Installation and Operational Acceptance Certificates:** Recommended formats for these certificates are included in this SPD. Unless the Purchaser has good reason to require procedures that differ from those recommended, or to require different wording in the certificates, the procedures and forms shall be included unchanged. If the Purchaser wishes to amend the recommended procedures and/or certificates, it may propose alternatives for the approval of the World Bank before release of the RFP document to potential Proposers.

**Change Order Procedures and Forms:** Similar to the Installation and Operational Acceptance Certificates, the Change Estimate Proposal, Estimate Acceptance, Change Proposal, Change Order, and related Forms should be included in the RFP document unaltered. If the Purchaser wishes to amend the recommended procedures and/or certificates, it may propose alternatives for the approval of the World Bank before release of the RFP document.

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

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The following forms are to be completed and submitted by the successful Proposer following receipt of the Letter of Acceptance from the Purchaser: (i) Contract Agreement, with all Appendices; (ii) Performance Security; and (iii) Advance Payment Security.

- **Contract Agreement:** In addition to specifying the parties and the Contract Price, the Contract Agreement is where the: (i) Supplier Representative; (ii) if applicable, agreed Adjudicator and his/her compensation; and (iii) the List of Approved Subcontractors are specified. In addition, modifications to the successful Proposer's Proposal Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's Proposal prices to correct errors, adjust the Contract Price to reflect – if applicable - any extensions to Proposal validity beyond the last day of original Proposal validity plus 56 days, etc.
- **Performance Security:** Pursuant to GCC Clause 13.3, the successful Proposer is required to provide the Performance Security in the form contained in this section of these RFP documents and in the amount specified in accordance with the SCC.
- **Advance Payment Security:** Pursuant to GCC Clause 13.2, the successful Proposer is required to provide a bank guarantee for the full amount of the Advance Payment - if an Advance Payment is specified in the SCC for GCC 12.1 - in the form contained in this section of these RFP documents or another form acceptable to the Purchaser. If a Proposer wishes to propose a different Advance Payment Security form, it should submit a copy to the Purchaser promptly for review and confirmation of acceptability before the Proposal submission deadline.

The Purchaser and Supplier will use the following additional forms during Contract implementation to formalize or certify important Contract events: (i) the Installation and Operational Acceptance Certificates; and (ii) the various Change Order forms. These and the procedures for their use during performance of the Contract are included in the RFP documents for the information of Proposers.



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## NOTIFICATION OF INTENTION TO AWARD

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*[This Notification of Intention to Award shall be sent to each Proposer that submitted a Proposal, unless the Proposer has previously received notice of exclusion from the process at an interim stage of the procurement process.]*

*[Send this Notification to the Proposer's Authorized Representative named in the Proposer Information Form]*

For the attention of Proposer's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

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

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

### Notification of Intention to Award

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

**Project:** *[insert name of project]*

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

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

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

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

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

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

#### 1. The successful Proposer

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

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

Name of Proposer	Technical Score	Proposal price	Evaluated Proposal Cost	Combined Score
[insert name]	[insert Technical score]	[insert Proposal price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Proposal price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Proposal price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Proposal price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Proposal price]	[insert evaluated cost]	[insert combined score]

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

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

**4. How to request a debriefing**

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

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

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

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

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

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

**Email address:** [insert email address]

**Fax number:** [insert fax number or state "not applicable"]

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

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

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

## 5. How to make a complaint

**DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [insert date] (local time).**

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

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

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

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

**Email address:** [insert email address]

**Fax number:** [insert fax number or state “not applicable”]

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

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

In summary, there are four essential requirements:

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

## 6. Standstill Period

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

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

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

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

On behalf of the Purchaser:

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

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

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

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

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

## BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

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

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

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

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

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

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

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

### Details of beneficial ownership

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

**OR**

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

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

**OR**

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

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

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

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

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

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

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

\* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer. In the event that the Proposer is a joint venture, each reference to “Proposer” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

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

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## LETTER OF ACCEPTANCE

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

This is to notify you that your Proposal dated \_\_\_\_\_ for execution of the \_\_\_\_\_ for the Contract Price in the aggregate of \_\_\_\_\_, as corrected and modified in accordance with the Instructions to Proposers is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with ITP 64.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the RFP Document.

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

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

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

Attachment: Contract Agreement



## CONTRACT AGREEMENT

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THIS CONTRACT AGREEMENT is made

the *[ insert: ordinal number ]* day of *[ insert: month ], [ insert: year ]*.

BETWEEN

- (1) *[ insert: Name of Purchaser ]*, a *[ insert: description of type of legal entity, for example, an agency of the Ministry of . . . ]* of the Government of *[ insert: country of Purchaser ]*, or corporation incorporated under the laws of *[ insert: country of Purchaser ]* and having its principal place of business at *[ insert: address of Purchaser ]* (hereinafter called “the Purchaser”), and
- (2) *[ insert: name of Supplier ]*, a corporation incorporated under the laws of *[ insert: country of Supplier ]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following Information System *[ insert: brief description of the Information System ]* (“the System”), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

- |                    |     |  |
|--------------------|-----|--|
| Article 1.         | 1.1 | Contract documents (Reference GCC Clause 1.1 (a) (ii))   |
| Contract Documents |     | <p>The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:</p> <ol style="list-style-type: none"> <li>(a) This Contract Agreement and the Appendices attached to the Contract Agreement</li> <li>(b) Special Conditions of Contract</li> <li>(c) General Conditions of Contract</li> <li>(d) Technical Requirements (including Implementation Schedule)</li> <li>(e) The Supplier’s Proposal and original Price Schedules</li> <li>(f) Code of Conduct for Supplier’s Personnel</li> <li>(g) <i>[ Add here: any other documents ]</i></li> </ol> |
|                    | 1.2 | Order of Precedence (Reference GCC Clause 2)   |
|                    |     | <p>In the event of any ambiguity or conflict between the Contract documents listed above, the order of precedence shall be the order in which the Contract documents are listed in Article 1.1 (Contract documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract documents listed in Article 1.1 above.</p>  |

	1.3	Definitions (Reference GCC Clause 1)	Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.
Article 2.	2.1	Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11)	<p>The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of: <i>[insert: amount of foreign currency A in words ]</i>, <i>[insert: amount in figures ]</i>, plus <i>[insert: amount of foreign currency B in words ]</i>, <i>[insert: amount in figures ]</i>, plus <i>[insert: amount of foreign currency C in words ]</i>, <i>[insert: amount in figures ]</i>, <i>[insert: amount of local currency in words ]</i>, <i>[insert: amount in figures ]</i>, as specified in the Grand Summary Price Schedule.</p> <p>The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified.</p>
Contract Price and Terms of Payment			
Article 3.	3.1	Effective Date (Reference GCC Clause 1.1 (e) (ix))	<p>The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:</p> <p>(a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;</p> <p>(b) The Supplier has submitted to the Purchaser the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause 13.3;</p> <p>(c) The Purchaser has paid the Supplier the advance payment, in accordance with GCC Clause 12;</p> <p>Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.</p>
Effective Date for Determining Time for Operational Acceptance	3.2		If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.
Article 4.	4.1	The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.	
Appendixes	4.2	Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.	

## APPENDIXES

- Appendix 1. Supplier's Representative
- Appendix 2. Adjudicator *[if there is no Adjudicator, state "not applicable"]*
- Appendix 3. List of Approved Subcontractors
- Appendix 4. Categories of Software
- Appendix 5. Custom Materials
- Appendix 6. Revised Price Schedules (if any)
- Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser

Signed:

in the capacity of *[ insert: title or other appropriate designation ]*

in the presence of

For and on behalf of the Supplier

Signed:

in the capacity of *[ insert: title or other appropriate designation ]*

in the presence of

## CONTRACT AGREEMENT

dated the *[ insert: number ]* day of *[ insert: month ], [ insert: year ]*

BETWEEN

*[ insert: name of Purchaser ], "the Purchaser"*

and

*[ insert: name of Supplier ], "the Supplier"*

## Appendix 1. Supplier's Representative

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

Name: *[ insert: name and provide title and address further below, or state "to be nominated within fourteen (14) days of the Effective Date" ]*

Title: *[ if appropriate, insert: title ]*

In accordance with GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative: *[ as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses. ]*

Fallback address of the Supplier: *[ as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses. ]*

## Appendix 2. Adjudicator

In accordance with GCC Clause 1.1 (b) (vi), the agreed-upon Adjudicator is:

Name: *[ insert: name ]*

Title: *[ insert: title ]*

Address: *[ insert: postal address ]*

Telephone: *[ insert: telephone ]*

In accordance with GCC Clause 43.1.3, the agreed-upon fees and reimbursable expenses are:

Hourly Fees: *[ insert: hourly fees ]*

Reimbursable Expenses: *[ list: reimbursables ]*

Pursuant to GCC Clause 43.1.4, if at the time of Contract signing, agreement has not been reached between the Purchaser and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.





## Appendix 5. Custom Materials

The follow table specifies the Custom Materials the Supplier will provide under the Contract.

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



## **Appendix 6. Revised Price Schedules**

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Proposal. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's Proposal price, pursuant to the ITP Clauses 30.3 and 38.2.

## **Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments**

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

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**PERFORMANCE AND ADVANCE PAYMENT SECURITY FORMS**

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## Performance Security Form (Bank Guarantee)

*[The bank, as requested by the successful Proposer, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

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

**Beneficiary:** *[insert: **Name and Address of Purchaser**]*

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

**PERFORMANCE GUARANTEE No.:** *[insert: **Performance Guarantee Number**]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that on *[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for *[insert: **title and/or brief description of the Contract**]* (hereinafter called "the Contract") to *[insert: **complete name of Supplier which in the case of a joint venture shall be in the name of the joint venture**]* (hereinafter called "the Applicant"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert: **amount(s)<sup>1</sup> in figures and words**]* such sum being payable in the types and proportions of currencies which the Contract Price is payable upon receipt by us of the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the contract without the Beneficiary needing to prove or to show grounds or reasons for their demand or the sum specified therein.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: **amount(s)<sup>16</sup> in figures and words**]*. This remaining guarantee shall expire no later than *[insert: **number and select: of months/of years (of the Warranty Period that needs to be covered by the remaining guarantee)**]* from the date of the Operational Acceptance Certificate for the System,<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under 15 (a) is hereby excluded.

*[Signature(s)]*

**Note:** *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

<sup>1</sup> *The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

<sup>2</sup> *In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.*

## Advance Payment Security Bank Guarantee

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*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert: Name and Address of Purchaser]*

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

**ADVANCE PAYMENT GUARANTEE No.:** *[insert: Advance Payment Guarantee Number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that on *[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for *[insert: title and/or brief description of the Contract]* (hereinafter called "the Contract") to *[insert: complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert: amount in numbers and words, for each currency of the advance payment]* is to be made to the Supplier against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

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<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_  
*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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**INSTALLATION AND ACCEPTANCE CERTIFICATES**

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**Installation and Acceptance Certificates**

## Installation Certificate

Date: *[ insert: date ]*

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

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

Contract: *[ insert: name and number of Contract ]*

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

Dear Sir or Madam:

Pursuant to GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the *[ insert: name of Purchaser ]* (hereinafter the “Purchaser”) dated *[ insert: date of Contract ]*, relating to the *[ insert: brief description of the Information System ]*, we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: *[ insert: description ]*)
2. Date of Installation: *[ insert: date ]*

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

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



## Operational Acceptance Certificate

Date: *[ insert: date ]*

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

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

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

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

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the *[ insert: name of Purchaser ]* (hereinafter the “Purchaser”) dated *[ insert: date of Contract ]*, relating to the *[ insert: brief description of the Information System ]*, we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Purchaser hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): *[ insert: description ]*
2. Date of Operational Acceptance: *[ insert: date ]*

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

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

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## CHANGE ORDER PROCEDURES AND FORMS

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Date: *[ insert: date ]*

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

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

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

### General

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

### Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Purchaser.

### References to Changes

- (1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.
- (2) Change Estimate Proposals shall be numbered CN-nnn.
- (3) Estimate Acceptances shall be numbered CA-nnn.
- (4) Change Proposals shall be numbered CP-nnn.
- (5) Change Orders shall be numbered CO-nnn.

On all forms, the numbering shall be determined by the original CR-nnn.

### Annexes

- 4.1 Request for Change Proposal Form
- 4.2 Change Estimate Proposal Form
- 4.3 Estimate Acceptance Form
- 4.4 Change Proposal Form
- 4.5 Change Order Form
- 4.6 Application for Change Proposal Form

## Request for Change Proposal Form

(Purchaser's Letterhead)

Date: *[ insert: date ]*

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

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

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

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

Attention: *[ insert: name and title ]*

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within *[ insert: number ]* days of the date of this letter.

1. Title of Change: *[ insert: title ]*
2. Request for Change No./Rev.: *[ insert: number ]*
3. Originator of Change: *[ select Purchaser / Supplier (by Application for Change Proposal), and add: name of originator ]*
4. Brief Description of Change: *[ insert: description ]*
5. System (or Subsystem or major component affected by requested Change): *[ insert: description ]*
6. Technical documents and/or drawings for the request of Change:

Document or Drawing No.

Description

7. Detailed conditions or special requirements of the requested Change: *[ insert: description ]*
8. Procedures to be followed:
  - (a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.

- (b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.
  - (c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.
  - (d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.
  - (e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.
9. As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all its elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Purchaser

Signed:

Date:

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

## Change Estimate Proposal Form

(Supplier's Letterhead)

Date: *[ insert: date ]*

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

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

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

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

Attention: *[ insert: name and title ]*

Dear Sir or Madam:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change: *[ insert: title ]*
2. Request for Change No./Rev.: *[ insert: number ]*
3. Brief Description of Change (including proposed implementation approach): *[ insert: description ]*
4. Schedule Impact of Change (initial estimate): *[ insert: description ]*
5. Initial Cost Estimate for Implementing the Change: *[ insert: initial cost estimate ]*
6. Cost for Preparation of Change Proposal: *[ insert: cost in the currencies of the Contract ]*, as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: *[ state: "Supplier's Representative" or other higher level authority in the Supplier's organization ]*

## Estimate Acceptance Form

(Purchaser's Letterhead)

Date: *[ insert: date ]*

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

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

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

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

Attention: *[ insert: name and title ]*

Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1. Title of Change: *[ insert: title ]*
2. Request for Change No./Rev.: *[ insert: request number / revision ]*
3. Change Estimate Proposal No./Rev.: *[ insert: proposal number / revision ]*
4. Estimate Acceptance No./Rev.: *[ insert: estimate number / revision ]*
5. Brief Description of Change: *[ insert: description ]*
6. Other Terms and Conditions: *[ insert: other terms and conditions ]*

In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, in accordance with GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Purchaser

Signed:

Date:

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

## Change Proposal Form

(Supplier's Letterhead)

Date: *[ insert: date ]*

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

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

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

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

Attention: *[ insert: name and title ]*

Dear Sir or Madam:

In response to your Request for Change Proposal No. *[ insert: number ]*, we hereby submit our proposal as follows:

1. Title of Change: *[ insert: name ]*
2. Change Proposal No./Rev.: *[ insert: proposal number/revision ]*
3. Originator of Change: *[ select: Purchaser / Supplier; and add: name ]*
4. Brief Description of Change: *[ insert: description ]*
5. Reasons for Change: *[ insert: reason ]*
6. The System Subsystem, major component, or equipment that will be affected by the requested Change: *[ insert: description ]*
7. Technical documents and/or drawings for the requested Change:
 

Document or Drawing No.	Description
8. Estimate of the increase/decrease to the Contract Price resulting from the proposed Change: *[ insert: amount in currencies of Contract ]*, as detailed below in the breakdown of prices, rates, and quantities.

Total lump sum cost of the Change:

Cost to prepare this Change Proposal (i.e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):

9. Additional Time for Achieving Operational Acceptance required due to the Change: *[ insert: amount in days / weeks ]*
10. Effect on the Functional Guarantees: *[ insert: description ]*
11. Effect on the other terms and conditions of the Contract: *[ insert: description ]*
12. Validity of this Proposal: for a period of *[ insert: number ]* days after receipt of this Proposal by the Purchaser
13. Procedures to be followed:
  - (a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within *[ insert: number ]* days from your receipt of this Proposal.
  - (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: *[ state: "Supplier's Representative" or specify a higher level authority in the Supplier's organization]*



## Change Order Form

(Purchaser's Letterhead)

Date: *[ insert: date ]*

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

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

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

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

Attention: *[ insert: name and title ]*

Dear Sir or Madam:

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

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

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

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

For and on behalf of the Purchaser

Signed:

Date:

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

For and on behalf of the Supplier

Signed:

Date:

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

## Application for Change Proposal Form

(Supplier's Letterhead)

Date: *[ insert: date ]*

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

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

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

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

Attention: *[ insert: name and title ]*

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as a Change to the System.

1. Title of Change: *[ insert: name ]*
2. Application for Change Proposal No./Rev.: *[ insert: number / revision ]* dated: *[ insert: date ]*
3. Brief Description of Change: *[ insert: description ]*
4. Reasons for Change: *[ insert: description ]*
5. Order of Magnitude Estimation: *[ insert: amount in currencies of the Contract ]*
6. Schedule Impact of Change: *[ insert: description ]*
7. Effect on Functional Guarantees, if any: *[ insert: description ]*
8. Appendix: *[ insert: titles (if any); otherwise state "none" ]*

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: *[ state: "Supplier's Representative" or specify a higher level authority in the Supplier's organization ]*