



COMMONWEALTH OF DOMINICA  
MINISTRY OF PUBLIC WORKS AND THE DIGITAL ECONOMY  
CARIBBEAN DIGITAL TRANSFORMATION PROJECT UNIT

# Request for Bids Information Systems

## Procurement of:

**Development, Establishment and Adoption of a Digital Signature Framework**

---

**Purchaser:** *Project Implementation Unit*  
**Project:** *Caribbean Digital Transformation Project*  
**Contract title:** Development, Establishment and Adoption of a Digital Signature Framework  
**Country:** *Commonwealth of Dominica*  
**Loan No.:** IDA-66850-DM  
**ISD No:** **DM-MPWDE-306476-GO-RFB**  
**Issued on:** **December 22, 2022**

---

## Table of Contents

<b>Section I - Instructions to Bidders (ITB) .....</b>	<b>2</b>
<b>Section II - Bid Data Sheet (BDS).....</b>	<b>39</b>
<b>Section III - Evaluation and Qualification Criteria.....</b>	<b>50</b>
<b>Section IV - Bidding Forms.....</b>	<b>64</b>
<b>Section V - Eligible Countries .....</b>	<b>113</b>
<b>Section VI - Fraud and Corruption.....</b>	<b>115</b>
<b>Section VII - Requirements of the Information System .....</b>	<b>Error! Bookmark not defined.</b>
<b>Section VIII - General Conditions of Contract .....</b>	<b>219</b>
<b>Section IX - Special Conditions of Contract.....</b>	<b>305</b>
<b>Section X - Contract Forms .....</b>	<b>318</b>

## **PART 1 – BIDDING PROCEDURES**

## SECTION I - INSTRUCTIONS TO BIDDERS (ITB)

### Contents

<b>A. General.....</b>	<b>4</b>
1..... Scope of Bid.....	4
2..... Source of Funds .....	5
3..... Fraud and Corruption.....	5
4..... Eligible Bidders .....	6
5..... Eligible Goods and Services .....	9
<b>B. Contents of Bidding Document.....</b>	<b>9</b>
6..... Sections of Bidding Document .....	9
7..... Clarification of Bidding Document, Site Visit, Pre-bid Meeting .....	11
8..... Amendment of Bidding Document.....	12
<b>C. Preparation of Bids .....</b>	<b>12</b>
9..... Cost of Bidding.....	12
10. ... Language of Bid.....	12
11. ... Documents Comprising the Bid.....	12
12. ... Letter of Bid and Price Schedules.....	14
13. ... Alternative Bids .....	14
14. ... Documents Establishing the Eligibility of the Information System .....	15
15. ... Documents Establishing the Eligibility and Qualifications of the Bidder.....	15
16. ... Documents Establishing Conformity of the Information System.....	15
17. ... Bid Prices .....	16
18. ... Currencies of Bid and Payment .....	19
19. ... Period of Validity of Bids .....	19
20. ... Bid Security .....	20
21. ... Format and Signing of Bid.....	22
<b>D. Submission and Opening of Bids .....</b>	<b>22</b>
22. ... Submission, Sealing and Marking of Bids.....	22
23. ... Deadline for Submission of Bids .....	23
24. ... Late Bids .....	23
25. ... Withdrawal, Substitution, and Modification of Bids.....	24
26. ... Bid Opening.....	24
<b>E. Evaluation and Comparison of Bids.....</b>	<b>25</b>
27. ... Confidentiality .....	25
28. ... Clarification of Bids.....	26
29. ... Deviations, Reservations, and Omissions .....	26
30. ... Determination of Responsiveness.....	26
31. ... Nonmaterial Nonconformities .....	27

---

32. ... Correction of Arithmetical Errors .....	28
33. ... Conversion to Single Currency .....	28
34. ... Margin of Preference .....	29
35. ... Evaluation of Bids.....	29
36. ... Comparison of Bids .....	31
37. ... Abnormally Low Bids.....	31
38. ... Unbalanced or Front Loaded Bids .....	31
39. ... Eligibility and Qualification of the Bidder .....	32
40. ... Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids .....	33
41. ... Standstill Period .....	33
42. ... Notification of Intention to Award .....	33
<b>F. Award of Contract.....</b>	<b>34</b>
43. ... Award Criteria .....	34
44. ... Purchaser’s Right to Vary Quantities at Time of Award.....	34
45. ... Notification of Award.....	35
46. ... Debriefing by the Purchaser.....	35
47. ... Signing of Contract.....	36
48. ... Performance Security.....	37
49. ... Adjudicator .....	37
50. ... Procurement Related Complaint.....	38

## Section I - Instructions to Bidders

### A. GENERAL

#### 1. Scope of Bid

- 1.1. The Purchaser, as indicated in the BDS, or its duly authorized Purchasing Agent if so, specified in the BDS (interchangeably referred to as “the Purchaser” issues this bidding 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 RFB are specified in the BDS.
- 1.2. Unless otherwise stated, throughout this bidding document definitions and interpretations shall be as prescribed in the Section VIII, General Conditions of Contract.

Throughout this bidding document:

- (a) the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the BDS, 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 Sub-Clause 1.1; and

(h) "Purchaser's Personnel" is as defined in GCC Sub-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 BDS 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 BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.
- 2.2. Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of equipment, materials or any other goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
- 3.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.
- 3.2. In further pursuance of this policy, Bidders 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 Bidders**
- 4.1. A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 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 Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.
- 4.2. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding 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 Bid; 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 BDS ITB 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 bidding document or specifications of the Contract, and/or the Bid 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 Bidding process and execution of the Contract.
- 4.3. A firm that is a Bidder (either individually or as a JV member) shall not participate as a Bidder or as JV member in more than one Bid except for permitted alternative Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. However, this does not limit the participation of a Bidder as subcontractor in another Bid or of a firm as a subcontractor in more than one Bid.
- 4.4. A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder 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 Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be initially selected for, prequalified for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.6. Bidders 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 Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
- 4.8. Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9. This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 15.2.
- 4.10. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.11. A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption,

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

**5. Eligible Goods and Services**

- 5.1. The Information Systems to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2. For the purposes of this bidding 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 Bidder and as specified in the Contract.
- 5.3. For purposes of ITB 5.1 above, “origin” means the place where the goods and services making the Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

## **B. CONTENTS OF BIDDING DOCUMENT**

**6. Sections of Bidding Document**

- 6.1 The bidding 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 ITB 8:

**PART 1 - Bidding Procedures**

Section I - Instructions to Bidders (ITB)

Section II - Bid Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

Section VI - Fraud and Corruption

**PART 2 - Purchaser's Requirements**

Section VII - Requirements of the IS, including:

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

**PART 3 - Contract**

Section VIII - General Conditions of Contract

Section IX -Special Conditions of Contract

Section X - Contract Forms

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

- 7. Clarification of Bidding Document, Site Visit, Pre-bid Meeting**
- 7.1. A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser’s address specified in the BDS or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified in the BDS. The Purchaser’s shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the Purchaser deem it necessary to amend the bidding document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 23.2.
- 7.2. The Bidder 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 Bid and entering into a contract. The costs of visiting the site shall be at the Bidder’s own expense.
- 7.3. The Bidder 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 Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4. The Bidder’s designated representative is invited to attend a pre-Bid meeting and/or a site visit, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5. The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.
- 7.6. Minutes of the pre-Bid 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 Bidders who have acquired the bidding document in accordance with ITB 6.3. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Purchaser exclusively through

the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting.

- 7.7. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1. At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.
- 8.2. Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser’s web page in accordance with ITB 7.1.
- 8.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 23.2

### **C. PREPARATION OF BIDS**

- 9. Cost of Bidding**
- 9.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 10. Language of Bid**
- 10.1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1. The Bid submitted by the Bidder shall comprise the following:
- (a) **Letter of Bid** prepared in accordance with ITB 12;
  - (b) **Price Schedules** completed in accordance with ITB 12 and ITB 17;
  - (c) **Bid Security or Bid-Securing Declaration** in accordance with ITB 20;

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

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

Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract according to GCC Clause 39 (Changes to the Information System); and
- (k) any other document required **in the BDS.**

11.2. In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members indicating at least the parts of the Information System to be executed by the respective members. Alternatively, a

letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement indicating at least the parts of the Information System to be executed by the respective members.

11.3. The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

**12. Letter of Bid  
and Price  
Schedules**

12.1. The Bidder shall complete the Letter of Bid, including the appropriate Price Schedules, using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.

**13. Alternative  
Bids**

13.1. The BDS indicates whether alternative Bids are allowed. If they are allowed, the BDS will also indicate whether they are permitted in accordance with ITB 13.3, or invited in accordance with ITB 13.2 and/or ITB 13.4.

13.2. When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included in the BDS, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

13.3. Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Purchaser's requirements as described in the bidding document must also provide: (i) a price at which they are prepared to offer an Information System meeting the Purchaser's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Purchaser, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Purchaser.

13.4. When Bidders are invited in the BDS to submit alternative technical solutions for specified parts of the system, such parts shall be described in Section VII, Purchaser's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Information System shall be considered by the Purchaser on their own merits, pursuant to ITB 35.



- 
- 14. Documents Establishing the Eligibility of the Information System**
- 14.1. To establish the eligibility of the Information System in accordance with ITB 5, Bidders shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 15. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 15.1. To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 15.2. In the event that prequalification of potential Bidders has been undertaken as stated in the BDS, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.
- 16. Documents Establishing Conformity of the Information System**
- 16.1. Pursuant to ITB 11.1 (h), the Bidder shall furnish, as part of its Bid, documents establishing the conformity to the bidding documents of the Information System that the Bidder proposes to design, supply and install under the Contract.
- 16.2. The documentary evidence of conformity of the Information System to the bidding documents including:
- (a) Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Preliminary Project Plan must also address any other topics specified in the BDS. In addition, the Preliminary Project Plan should state the Bidder'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 Bidder proposes to coordinate the activities of all involved parties;
  - (b) written confirmation that the Bidder accepts responsibility for the successful integration and inter-operability of all components of the Information System as required by the bidding documents;
  - (c) an item-by-item commentary on the Purchaser's Technical Requirements, demonstrating the substantial responsiveness

of the Information System offered to those requirements. In demonstrating responsiveness, the Bidder should use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Bidding Forms (Section IV). The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail;

- (d) support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and
  - (e) any separate and enforceable contract(s) for Recurrent Cost items which the BDS ITB 17.2 requires Bidders to bid.
- 16.3. References to brand names or model numbers or national or proprietary standards designated by the Purchaser in the bidding documents are intended to be descriptive and not restrictive. Except as specified in the BDS for specific items or standards, the Bidder may substitute alternative brand/model names or standards in its bid, provided that it demonstrates to the Purchaser's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.
- 16.4. For major items of the Information System as listed by the Purchaser in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Purchaser for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
- 16.5. The Bidder shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITB 4, and that any goods or services to be provided by the subcontractor comply with the requirements of ITB 5 and ITB 16.1.

## **17. Bid Prices**

- 17.1. All Goods and Services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables in Section VII, and all other Goods and Services proposed by the Bidder to fulfill the requirements of the Information System, must be priced separately and summarized in the corresponding cost tables in the Sample

Bidding Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below.

- 17.2. Unless otherwise specified in the BDS, the Bidder must also bid 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 Bidding Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below:
- (a) if specified **in the BDS**, the Bidder must also bid 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 Bidder's own allowance for price increases;
  - (c) prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xiii), shall be quoted as Service prices on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals.
- 17.3. Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VII), and with GCC and SCC Clause 12 – Terms of Payment. Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables
- 17.4. The price of items that the Bidder has left blank in the cost tables provided in the Sample Bid Forms (Section IV) shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the bid and, provided that the bid is substantially responsive, an adjustment to the bid price will be made during bid evaluation in accordance with ITB 31.3.
- 17.5. The prices for Goods components of the Information System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of Incoterms specified in the BDS, as follows:

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

Unless otherwise specified **in the BDS**, 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 Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country;

- (b) Locally supplied Goods:

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

- (c) Inland transportation.

- 17.6. Unless otherwise stated in the BDS, 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 ITB 17.5, whether the Goods are to be supplied locally or from outside the Purchaser's country, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITB 17.5 (a) specifies CIP, and the named places of destination are the Project Sites.
- 17.7. The price of Services shall be separated into their local and foreign currency components and where appropriate, broken down into unit prices. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/or apply in the Purchaser's country on/to the price of the Services invoiced to the Purchaser, if the Contract is awarded.
- 17.8. Unless otherwise specified in the BDS, 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

bidding documents (as, e.g., a requirement for the Bidder to include the travel and subsistence costs of trainees).

17.9. Unless otherwise specified in the BDS, prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.

**18. Currencies of Bid and Payment**

18.1. The currency(ies) of the Bid and currencies of payment shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise specified in the BDS.

18.2. The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

**19. Period of Validity of Bids**

19.1. Bids shall remain valid until the date specified in the BDS or any extended date if amended by the Purchaser in accordance with ITB 8. A Bid that is not valid until the date specified in the BDS, or any extended date if amended by the Purchaser in accordance with ITB 8, shall be rejected by the Purchaser as nonresponsive.

19.2. In exceptional circumstances, prior to the date of expiry of the Bid validity, the Purchaser may request Bidders to extend the date of validity until a specified date. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for twenty-eight days (28) beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.

19.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity specified in accordance with ITB 19.1, the Contract price shall be determined as follows:

- (a) in case of fixed price contracts, the contract price shall be the Bid price adjusted by a factor or factors specified **in the BDS**;
- (b) in the case of an adjustable price contracts, no adjustments shall be made;

- (c) in any case, Bid evaluation shall be based on the Bid Price without taking into consideration the applicable correction from those indicated above.

## 20. Bid Security

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

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 Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Purchaser prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 19.2.

- 20.4. If a Bid Security or a Bid-Securing Declaration is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Purchaser as non-responsive.

- 20.5. If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB 48.
- 20.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 20.7. The Bid Security may be forfeited:
- (a) if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 47; or
    - (ii) furnish a performance security in accordance with ITB 48.
- 20.8. The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 20.9. If a Bid Security is not required in the BDS, and;
- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
  - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 47; or furnish a Performance Security in accordance with ITB 48;
- the Purchaser may, if provided for **in the BDS**, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time as stated **in the BDS**.

**21. Format and Signing of Bid**

- 21.1. The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “Original.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “Alternative”. In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them “Copy.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.2. Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 21.3. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 21.4. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 21.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

**D. SUBMISSION AND OPENING OF BIDS****22. Submission, Sealing and Marking of Bids**

- 22.1. The Bidder shall deliver the Bid in a single, sealed envelope (one (1) envelope process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
  - (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
  - (b) in an envelope marked “COPIES”, all required copies of the Bid; and,
  - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
    - (i) in an envelope marked “ORIGINAL – ALTERNATIVE BID”, the alternative Bid; and



- (ii) in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.

22.2. The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB 23.1;
- (c) bear the specific identification of this Bidding process indicated in accordance with ITB 1.1; and
- (d) bear a warning not to open before the time and date for Bid opening.

22.3. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

**23. Deadline for Submission of Bids**

23.1. Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified in the BDS.

23.2. The Purchaser may, at its discretion, extend this deadline for submission of Bids by amending the bidding documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders will thereafter be subject to the deadline as extended.

**24. Late Bids**

24.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

**25. Withdrawal, Substitution, and Modification of Bids**

- 25.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
  - (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.
- 25.2. Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.
- 25.3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

**26. Bid Opening**

- 26.1. Except as in the cases specified in ITB 24 and ITB 25.2, the Purchaser shall conduct the Bid opening in public, in the presence of Bidders` designated representatives and anyone who chooses to attend, and at the address, date and time specified in the BDS. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.
- 26.2. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 26.3. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

- 26.4. Envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only Bids that are opened and read out at Bid opening shall be considered further.
- 26.5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative Bids, and indicating whether there is a modification; the presence or absence of a Bid Security or Bid-Securing Declaration; and any other details as the Purchaser may consider appropriate.
- 26.6. Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified in the BDS.
- 26.7. The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).
- 26.8. The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:
  - (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  - (b) the Bid Price, per lot if applicable, including any discounts;
  - (c) any alternative Bids; and
  - (d) the presence or absence of a Bid Security or a Bid-Securing Declaration.
- 26.9. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’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 Bidders.

## **E. EVALUATION AND COMPARISON OF BIDS**

- 27. Confidentiality**
- 27.1. Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 42.

- 27.2. Any effort by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 27.3. Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.
- 28. Clarification of Bids**
- 28.1. To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 32.
- 28.2. If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.
- 29. Deviations, Reservations, and Omissions**
- 29.1. During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the bidding document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- 30. Determination of Responsiveness**
- 30.1. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

- 30.2. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that;
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Information System specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 30.3. The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section VII, Purchaser's Requirements have been met without any material deviation, reservation, or omission.
- 30.4. To be considered for Contract award, Bidders must have submitted Bids:
- (a) for which detailed Bid evaluation using the same standards for compliance determination as listed in ITB 29 and ITB 30.3 confirms that the Bids are commercially and technically responsive, and include the hardware, Software, related equipment, products, Materials, and other Goods and Services components of the Information System in substantially the full required quantities for the entire Information System or, if allowed in the BDS ITB 35.8, the individual Subsystem, lot or slice Bid on; and are deemed by the Purchaser as commercially and technically responsive; and
  - (b) that offer Information Technologies that are proven to perform up to the standards promised in the bid by having successfully passed the performance, benchmark, and/or functionality tests the Purchaser may require, pursuant to ITB 39.3.
- 31. Nonmaterial Nonconformities**
- 31.1. Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission.

- 31.2. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3. Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.

**32. Correction of  
Arithmetical  
Errors**

- 32.1. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
  - (b) where there are errors between the total of the amounts of Schedule Nos. 1 to 5 and the amount given in Schedule No. 6 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 32.2. A Bidder shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1 shall result in the rejection of the Bid.

**33. Conversion to  
Single Currency**

- 33.1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.

**34. Margin of Preference**

34.1. No margin of domestic preference shall apply.

**35. Evaluation of Bids**

35.1. The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid.

**Preliminary Examination**

35.2. The Purchaser will examine the bids, to determine whether they have been properly signed, whether required sureties have been furnished, whether any computational errors have been made, whether required sureties have been furnished and are substantially complete (e.g., not missing key parts of the bid or silent on excessively large portions of the Technical Requirements). In the case where a pre-qualification process was undertaken for the Contract(s) for which these bidding documents have been issued, the Purchaser will ensure that each bid is from a pre-qualified bidder and, in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the pre-qualification

**Technical Evaluation**

35.3. The Purchaser will examine the information supplied by the Bidders Pursuant to ITB 11 and ITB 16, and in response to other requirements in the Bidding document, taking into account the following factors:

- (a) overall completeness and compliance with the Technical Requirements; and deviations from the Technical 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 bid;
- (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 Bidders, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the bid;

- (e) type, quantity, quality, and 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;
  - (g) any proposed deviations in the bid to the contractual and technical provisions stipulated in the bidding documents.
- 35.4. If specified in the BDS, the Purchaser's evaluation of responsive Bids will take into account technical factors, in addition to cost factors. The scores to be given to technical factors and sub factors, and the weights to be assigned for the technical factors and cost are specified in the BDS. An Evaluated Bid Score (B) will be calculated for each responsive Bid using the formula, specified in Section III, Evaluation and Qualification Criteria, which permits a comprehensive assessment of the Bid cost and the technical merits of each Bid.
- 35.5. Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Purchaser will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

### **Economic Evaluation**

- 35.6. To evaluate a Bid, the Purchaser shall consider the following:
- (a) the Bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 26.8;
  - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 33; and
  - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;
  - (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.
- 35.7. If price adjustment is allowed in accordance with ITB 17.9, 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 Bid evaluation.

- 35.8. The Purchaser will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB 30. The evaluation will be performed assuming either that:
- (a) the Contract will be awarded to the Most Advantageous Bid for the entire Information System; or
  - (b) if specified **in the BDS**, Contracts will be awarded to the Bidders for each individual Subsystem, lot, or slice defined in the Technical Requirements whose Bids result in the Most Advantageous Bid/Bids for the entire System.

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

**36. Comparison of Bids**

- 36.1. The Purchaser shall compare all substantially responsive Bids in accordance with ITB 35.6 to determine the lowest evaluated cost.

**37. Abnormally Low Bids**

- 37.1. An Abnormally Low Bid is one where the Bid price in combination with other constituent elements of the Bid appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.

- 37.2. In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarifications from the Bidder, including detailed price analyses of its Bid 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 bidding document.

- 37.3. After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Purchaser shall reject the Bid.

**38. Unbalanced or Front-Loaded Bids**

- 38.1. If the Bid that is evaluated as the lowest evaluated cost is, in the Purchaser's opinion, seriously unbalanced or front loaded the Purchaser may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of information systems, installations, proposed

methodology, schedule and any other requirements of the bidding document.

38.2. After the evaluation of the information and detailed price analyses presented by the Bidder, the Purchaser may:

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

**39. Eligibility and Qualification of the Bidder**

39.1. The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15, as well as other information the Purchaser deems necessary and appropriate. This determination may include visits or interviews with the Bidder's clients referenced in its bid and site inspections.

39.3. Prior to Contract award, the Purchaser will verify that the successful Bidder (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 Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.

39.4. Unless otherwise specified in the BDS, the Purchaser will NOT carry out tests at the time of post-qualification, to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements. However, if so specified in the BDS the Purchaser may carry out such tests as detailed in the BDS.

39.5. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated cost or best evaluated Bid, as the case may be, to make a similar

determination of that Bidder's qualifications to perform satisfactorily.

- 39.6. The capabilities of the manufacturers and subcontractors proposed by the Bidder that is determined to have offered the Most Advantageous Bid for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the Bid price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

**40. Purchaser's  
Right to Accept  
Any Bid, and to  
Reject Any or All  
Bids**

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

**41. Standstill Period**

- 41.1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

**42. Notification of  
Intention to  
Award**

- 42.1. The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
  - (b) the Contract price of the successful Bid;
  - (c) the total combined score of the successful Bid;

- (d) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated prices and technical scores (if applicable);
- (e) a statement of the reason(s) the Bid (of the unsuccessful Bidder 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;

## F. AWARD OF CONTRACT

- 43. Award Criteria**      43.1. Subject to ITB 40, the Purchaser shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. The determination of the Most Advantageous Bid will be made in accordance to one of the two options as defined in the BDS. The methodology options are:
- (a) when **rated criteria are used**: The Bidder that meets the qualification criteria and whose Bid:
    - (i) is substantially responsive; and
    - (ii) is the best evaluated Bid (i.e., the Bid with the highest combined technical/quality/price score); or
  - (b) when **rated criteria are not used**: The Bidder that meets the qualification criteria and whose Bid has been determined to be:
    - (i) substantially responsive to the bidding document; and
    - (ii) the lowest evaluated cost.
- 44. Purchaser's Right to Vary Quantities at Time of Award**      44.1. The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage(s) for items as indicated in the BDS.

**45. Notification of Award**

- 45.1. Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 41.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 45.2. Within ten (10) Business days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Purchaser;
  - (b) name and reference number of the contract being awarded, and the selection method used;
  - (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
  - (d) name of Bidders whose Bids were rejected and the reasons for their rejection;
  - (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
  - (f) successful Bidder’s Beneficial Ownership Disclosure Form, if specified in BDS ITB 47.1.
- 45.3. The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at least one newspaper of national circulation in the Purchaser’s Country, or in the official gazette. The Purchaser shall also publish the Contract Award Notice in UNDB online.
- 45.4. Until a formal contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

**46. Debriefing by the Purchaser**

- 46.1. On receipt of the Purchaser’s Notification of Intention to Award referred to in ITB 42, an unsuccessful Bidder 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 Bidders whose request is received within this deadline.

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

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

- 47.1. The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.
- 47.2. The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.
- 47.3. Notwithstanding ITB 47.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the Information System to be supplied, where such export restrictions arise from trade regulations from a country supplying those Information System, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder 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 Bidder in completing any formalities, including applying for

permits, authorizations and licenses necessary for the export of the Information System under the terms of the Contract.

**48. Performance Security**

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

**49. Adjudicator**

- 49.1. Unless the BDS states otherwise, the Purchaser proposes that the person named in the BDS be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GCC Clause 43.1. In this case, a résumé of the named person is attached to the BDS. The proposed hourly fee for the Adjudicator is specified in the BDS. The expenses that would be considered reimbursable to the Adjudicator are also specified in the BDS. If a Bidder does not accept the Adjudicator proposed by the Purchaser, it should state its non-acceptance in its Bid Form and make a counterproposal of an Adjudicator and an hourly fee, attaching a résumé of the alternative. If the successful Bidder and the Adjudicator nominated in the BDS 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 BDS and propose a new one. If by the day the Contract is signed, the Purchaser and the successful Bidder have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the SCC clause relating to GCC Clause 43.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.

**50. Procurement  
Related  
Complaint**

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



## SECTION II - BID DATA SHEET (BDS)

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

ITB Reference	A. General
<b>ITB 1.1</b>	<p>The reference number of the Request for Bids is: <b>DM-MPWDE-306476-GO-RFB</b></p> <p>The Purchaser is: <b>Ministry of Public Works and the Digital Economy</b></p> <p>The name of the RFB is: <b>Development, Establishment and Adoption of a Digital Signature Framework</b></p> <p>The Purchaser <b>shall</b> accept bid for multiple lots under this bidding document.</p> <p>The lots are:</p> <p><b><i>Bid - Lot 1 – Implementation of Digital Signatures in Commonwealth of Dominica</i></b></p> <p><b><i>Bid - Lot 2 – Implementation of the e-Office for Document Management System (DMS)</i></b></p>
<b>ITB 1.3 (a)</b>	<p>Electronic Procurement <b><i>shall not</i></b> be applicable to this procurement.</p> <p>The Purchaser shall use the following electronic-procurement system to manage this procurement process: <b><i>“not applicable”</i></b>.</p> <p>The electronic-procurement system shall be used to manage the following aspects of the Procurement process: <b><i>“not applicable”</i></b>.</p>
<b>ITB 2.1</b>	<p>The Borrower is: <b><i>Ministry of Public Works and the Digital Economy, Government of Commonwealth of Dominica</i></b></p> <p>Loan or Financing Agreement amount: <b>SRD20.5 million or USD\$28 million equivalent.</b></p> <p>The name of the Project is: <b><i>Caribbean Digital Transformation Project</i></b></p>
<b>ITB 4.1</b>	Maximum number of members in the JV shall be: <b>Not Applicable</b>
<b>ITB 4.5</b>	A list of debarred firms and individuals is available on the Bank’s external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .

<b>B. Bidding Document</b>	
<b>ITB 7.1</b>	<p><b>Dr. Jermaine Jewel Jean-Pierre</b>  Project Manager  Project Implementation Unit  Caribbean Digital Transformation Project (CARDTP)  Ministry of Public Works and the Digital Economy  2nd Floor First Domestic Building,  19-21 King George V Street  Roseau  00109-8000  Commonwealth of Dominica  Telephone: 1-767-266-3840/3841/3844  Email: jeanpierrej@dominica.gov.dm;  cc dtpuprocurement@dominica.gov.dm</p> <p>Requests for clarification should be received by the Purchaser no later than: <i>21 days prior to the deadline for submission of Bids in accordance with ITB 23.</i></p>
<b>ITB 7.1</b>	<p>Web pages : <a href="http://cardtp.gov.dm/procurement-activities">http://cardtp.gov.dm/procurement-activities</a> /  <a href="https://dominica.gov.dm/vacancies">https://dominica.gov.dm/vacancies</a></p>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting <i>shall</i> take place at the following date, time and place:  Date: <i>10 January, 2023</i>  Time: <i>10:00 AM Eastern Caribbean Time</i></p> <p><b>Dr. Jermaine Jewel Jean-Pierre</b>  Project Manager  Project Implementation Unit  Caribbean Digital Transformation Project (CARDTP)  Ministry of Public Works and the Digital Economy  2nd Floor First Domestic Building,  19-21 King George V Street  Roseau  00109-8000  Commonwealth of Dominica  Telephone: 1-767-266-3840/3841/3844  Email: jeanpierrej@dominica.gov.dm; cc  dtpuprocurement@dominica.gov.dm</p> <p><i>“The Pre-Bid meeting will also be shown via Video Communication using Zoom. The Purchaser will send a meeting link to all Bidders.</i></p>

<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	<p>The language of the Bid 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>
<b>ITB 11.1 (k)</b>	<p>The Bidder shall submit with its Bid the following additional documents:</p> <p>The additional documents shall include the following:</p> <p style="padding-left: 40px;">Code of Conduct for Supplier’s Personnel (ES)</p> <p>The Bidder 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 Bidder 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 Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p>
<b>ITB 13.1</b>	<b>“Alternative Bids are not permitted”</b>
<b>ITB 13.2</b>	Alternatives to the Time Schedule <b>are not</b> permitted.
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the Information System: “ <b>none</b> ”
<b>ITB 15.2</b>	Prequalification “ <b>has not</b> ” been undertaken.
<b>ITB 16.2 (a)</b>	<p>In addition to the topics described in ITB 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 (in GANTT format);</b></li> <li>(ii) <b>Implementation Sub-Plan;</b></li> <li>(iii) <b>Training Sub-Plan;</b></li> <li>(iv) <b>Testing and Quality Assurance Sub-Plan;</b></li> <li>(v) <b>Warranty Defect Repair and Technical Support Service Sub-Plan</b></li> </ul>

<b>ITB 16.3</b>	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Bidders shall offer the following items: <ul style="list-style-type: none"> <li>• <i>Capacity Building and Training Module</i></li> <li>• <i>Helpdesk with Help desk Management System</i></li> </ul>
<b>ITB 17.2</b>	The Bidder “ <i>must</i> ” bid Recurrent Cost Items
<b>ITB 17.2</b>	The Bidder “ <i>must</i> ” bid for contracts for Recurrent Cost Items not included in the main Contract.
<b>ITB 17.5</b>	The Incoterms edition is: <i>2022</i> .
<b>ITB 17.5 (a)</b>	Named place of destination <i>will be given at the contracting stage</i>
<b>ITB 17.6</b>	Named place of final destination (or Project site) <i>will be given at the contracting stage</i>
<b>ITB 17.8</b>	ITB 17.8 is modified as follows: “ <i>There are no modifications to ITB 17.8</i> ”
<b>ITB 17.9</b>	The prices quoted by the Bidder “ <i>shall not</i> ” be subject to adjustment during the performance of the Contract.
<b>ITB 18.1</b>	The Bidder “ <i>is</i> ” required to quote in the currency of the Purchaser’s Country the portion of the Bid price that corresponds to expenditures incurred in that currency.
<b>ITB 19.1</b>	The Bid shall be valid until: <i>120 days</i>
<b>ITB 19.3 (a)</b>	The Bid price shall be adjusted by the following factor(s): “ <i>Not applicable</i> ”.
<b>ITB 20.1</b>	A Bid Security “ <i>shall be</i> ” required. The amount and currency of the Bid Security shall be <i>USD16,000.00 for all lots</i> . If a Bidder bids on one lot the <i>Bid Security</i> shall be <i>USD10,000.00</i>
<b>ITB 20.3 (d)</b>	Other types of acceptable securities: <i>None</i>
<b>ITB 20.9</b>	If the Bidder performs any of the actions prescribed in ITB 20.9 (a) or (b), the Purchaser will declare the Bidder ineligible to be awarded

	contracts by the Purchaser for a period of ___ <i>None</i> ___ years starting from the date the Bidder performs any of the actions.
<b>ITB 21.1</b>	In addition to the original of the Bid, the number of copies is: <i>1 (One)</i> plus <i>1 (one)</i> electronic version on CD or flash drive
<b>ITB 21.3</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>power of attorney to demonstrate the authority of the signatory to sign the Bid.</i>  <i>Failure to provide the Power of Attorney shall lead to disqualification.</i>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 23.1</b>	For Bid submission purposes <i>only</i> , the Purchaser’s address is:  Attention : <b>Dr. Jermaine Jewel Jean-Pierre</b> Project Manager Project Implementation Unit Caribbean Digital Transformation Project (CARDTP) Ministry of Public Works and the Digital Economy 2nd Floor First Domestic Building, 19-21 King George V Street Roseau 00109-8000 Commonwealth of Dominica Telephone: 1-767-266-3840/3841/3844  The deadline for Bid submission is: Date: <i>07 February, 2023</i> Time: <i>10:00 AM</i>
<b>ITB 23.1</b>	Bidders “ <i>shall not</i> ” have the option of submitting their Bids electronically.
<b>ITB 26.1</b>	The Bid opening shall take place at:  <b>Project Implementation Unit Caribbean Digital Transformation Project (CARDTP) Ministry of Public Works and the Digital Economy 2nd Floor First Domestic Building, 19-21 King George V Street Roseau 00109-8000 Commonwealth of Dominica Telephone: 1-767-266-3840/3841/3844</b>

	<p><b><i>Date: 07 February, 2023</i></b></p> <p><b><i>Time: 11:00 AM Eastern Caribbean Time</i></b></p>
<b>ITB 26.1</b>	<p>The electronic Bid opening procedures shall be:</p> <ol style="list-style-type: none"> <li>1. The procedure of bid opening will be shown via “Zoom” Video Communication without screen sharing but reading out loud the information as in any normal bid opening.</li> <li>2. The “Zoom” meeting link will be sent to all bidders who have submitted a bid.</li> <li>3. After the opening of bids, the bid submission letter and the price schedule shall be printed and initialed as instructed in ITB 26.6</li> </ol>
<b>ITB 26.6</b>	<p>The Letter of Bid and Price Schedules shall be initialed by <b><i>Authorized</i></b> representatives of the Purchaser conducting Bid opening. Specifically, <b><i>“each Bid shall be initialed by authorized representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Authorized Representative of the Purchaser.”</i></b></p>
<b>E. Evaluation, and Comparison of Bids</b>	
<b>ITB 33.1</b>	<p>The currency(ies) of the Bid shall be converted into a single currency as follows: <b>Eastern Caribbean Dollar (XCD)</b></p> <p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies into a single currency is: <b>Eastern Caribbean Dollar (XCD)</b></p> <p>The source of exchange rate shall be: <b>Eastern Caribbean Central Bank (ECCB)</b></p> <p>The date for the exchange rate shall be: <b>24 January, 2023</b></p>
<b>ITB 35.4</b>	<p>The Purchaser’s evaluation of responsive Bids <b><i>“will take”</i></b> into account scored technical factors, in addition to cost factors.</p> <p>The technical factors (sub-factors) and the corresponding weight out of 100% are:</p> <p><b>For Lot-1</b></p>

	<b>Rated Category and Features</b>	<b>Weight in %age</b>
<b>Category-1</b>	<b>1.Technical Factor</b>	<b>40%</b>
a.	General Experience	10
b.	Specific Experience	20
c.	Approach & Methodology	35
d.	Work Plan	15
e.	Staff Scheduling	10
f.	CMMi level 5 Certification, ISO-27001, ISO 20000; 900	10
<b>Category-2</b>	<b>2.Team Leader &amp; Digital Signature Specialist</b>	<b>20%</b>
a.	Professional Qualification	20
b.	Year of Relevant Experience	35
c.	Relevant technical and management experience	45
<b>Category-3</b>	<b>3.Business Analyst/Solution Architect</b>	<b>20%</b>
a.	Professional Qualification	20
b.	Year of Relevant Experience	35
c.	Relevant technical and management experience	45
<b>Category-4</b>	<b>4.Change Management and Training Expert</b>	<b>20%</b>
a.	Professional Qualification	20
b.	Year of Relevant Experience	35
c.	Relevant technical and management experience	45
	<b>Technical Score (T)</b>	<b>100%</b>
<b>For Lot-2</b>		
	<b>Rated Category and Features</b>	<b>Weight in %age</b>
<b>Category-1</b>	<b>1.Technical Factor</b>	<b>40%</b>
a.	General Experience	10
b.	Specific Experience	20
c.	Approach & Methodology	35
d.	Work Plan	15
e.	Staff Scheduling	10

	f.	CMMi level 5 Certification, ISO-27001, ISO 20000; 900	10
	<b>Category-2</b>	<b>2.Team Leader &amp; DMS/e-Office Specialist</b>	<b>20%</b>
	a.	Professional Qualification	20
	b.	Year of Relevant Experience	35
	c.	Relevant technical and management experience	45
	<b>Category-3</b>	<b>3.Business Analyst</b>	<b>20%</b>
	a.	Professional Qualification	20
	b.	Year of Relevant Experience	35
	c.	Relevant technical and management experience	45
	<b>Category-4</b>	<b>4.Change Management &amp; Capacity Building Expert</b>	<b>20%</b>
	a.	Professional Qualification	20
	b.	Year of Relevant Experience	35
	c.	Relevant technical and management experience	45
		<b>Technical Score (T)</b>	<b>100%</b>
	The technical proposal scoring methodology is specified in Section III-Evaluation and Qualification Criteria.		
<b>ITB 35.4</b>	The weight to be given for cost, X is: <b>25%</b>		
<b>ITB 35.8</b>	Bids for Subsystems, lots, or slices of the overall Information System <i>will not</i> be accepted.		
<b>ITB 39.3</b>	As additional qualification measures, the Information System (or components/parts of it) offered by the Bidder with the Most Advantageous Bid may be subjected to the following tests and performance benchmarks prior to Contract award:  <i>“Operational Acceptance Test (OAT) of the Lot-1 &amp; Lot-2 application conforming to the functional requirements of the modules/sub-modules as described in the testing and quality assurance section”.</i>		
<b>F. AWARD OF CONTRACT</b>			



<b>ITB 43</b>	The award will be made on the basis of “ <i>rated</i> ” pursuant to ITB 35.7, if applicable, in accordance with Section III, Evaluation and Qualification Criteria.
<b>ITB 44</b>	The maximum percentage by which quantities may be increased is: <b>10%</b> The maximum percentage by which quantities may be decreased is: <b>10%</b>
<b>ITB 47.1</b>	The successful Bidder <b>shall</b> be required to submit the Beneficial Ownership Disclosure Form.
<b>ITB 49</b>	<p>The proposed Adjudicator is: <b>Mr. Craig Nesty.</b></p> <p><b><u>EDUCATION:</u></b></p> <ul style="list-style-type: none"> <li>• Master Of Science in Computer Science • 2023 • Georgia Institute of Technology, Atlanta, Georgia</li> <li>• Master Of Engineering in Internetworking • 2003 • University of Dalhousie, Halifax, Nova Scotia</li> <li>• Bachelors of Applied Sciences Civil Engineering • 1995 • University of Waterloo, Waterloo, Ont. F First Class Honors, Dean’s List</li> </ul> <p><b><u>PROFESSIONAL EXPERIENCE</u></b></p> <p>EXECUTIVE DIRECTOR • National Telecommunications Regulatory Commission (NTRC) • 2009 – CURRENT</p> <ul style="list-style-type: none"> <li>• Provided overall leadership and guidance for the institution and transformed it into a more functional and relevant institution.</li> <li>• Led an initiative to pioneer the creation of mobile applications on the island and won the Pitch IT World Bank local hub initiative. Won the FRIDA grant to implement internet of things in schools. Led the implementation of Alfresco Document Management System which streamlined the storage and retrieval of Documents at the NTRC.</li> </ul> <p>TELECOMMUNICATIONS CONSULTANT • CLARA LIONEL FOUNDATION • 2020 – 2021</p> <ul style="list-style-type: none"> <li>• Prepared a desk review of the state of telecommunications in both Dominica and Barbados outlining coverage of various services, network robustness and resilience, regulatory frameworks and emergency communication services.</li> </ul> <p>EASTERN CARIBBEAN SUPREME COURT APPOINTED MEDIATOR • 2016 – CURRENT</p>

	<ul style="list-style-type: none"> <li>• Conducted several successful mediations for the Eastern Caribbean Supreme Court involving a wide array of matters involving defamation, and property rights. Mediated issues concerning anticompetitive practices, harmful frequency interference between telecommunications companies</li> </ul> <p>INDEPENDENT CONTRACTOR • UNDP • 2017 – 2018</p> <ul style="list-style-type: none"> <li>• Provided Technical Support and Quality Control/Quality Assurance for the Building Damage Assessment National Survey.</li> <li>• Used Python, R and PowerBI to provide comprehensive analyses of over 1 million records of building damage data collected and hosted in the Building Damage Management Information System.</li> </ul> <p>IP AND DATA MANAGER • CABLE &amp; WIRELESS(FLOW) • 2002 – 2009</p> <ul style="list-style-type: none"> <li>• Developed a customer tracking dashboard by mining data from the Customer Information Management System which informed monthly meetings by summarizing KPIs.</li> <li>• Successfully implemented the eService and billing platform</li> </ul> <p>PROJECT ENGINEER • DOWASCO • 1995 – 2001</p> <ul style="list-style-type: none"> <li>• Designed and constructed water distribution networks, storage tanks, pump stations and intakes. Developed a database that tracked all material used on the 30 Million dollars rural water project.</li> </ul> <p>AUTOCAD CONSULTANT • CARIBBEAN DATA SERVICES • 2000 – 2001</p> <ul style="list-style-type: none"> <li>• Provided consulting services to an American Offshore GIS firm by writing AutoLisps routines in AutoCAD which facilitated conversion of raster aerial photographs to vector drawings.</li> </ul> <p>The proposed hourly fee is <b>USD60.00</b>.</p>
<p><b>ITB 50.1</b></p>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” A Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> <li>The terms of the Bidding Documents; and</li> <li>The Purchaser’s decision to award the contract.</li> </ul> <p>If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in</p>

	<p>writing (by the quickest means available, that is either by email or fax), to:</p> <p><b>Dr. Jermaine Jewel Jean-Pierre</b></p> <p>Project Manager Project Implementation Unit Caribbean Digital Transformation Project (CARDTP) Ministry of Public Works and the Digital Economy 2nd Floor First Domestic Building, 19-21 King George V Street Roseau 00109-8000 Commonwealth of Dominica Telephone: 1-767-266-3840/3841/3844 Email: <a href="mailto:jeanpierrej@dominica.gov.dm">jeanpierrej@dominica.gov.dm</a>; <span style="float: right;">cc</span> <a href="mailto:dtpprocurement@dominica.gov.dm">dtpprocurement@dominica.gov.dm</a></p>
--	---

## SECTION III - EVALUATION AND QUALIFICATION CRITERIA

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

In addition to the criteria listed in ITB 35.3 (a) to (e), the following factors shall apply:

### 1. Technical Evaluation (ITB 35.3 and ITB 35.4)

If, in addition to the cost factors, the Purchaser has chosen to give weight to important technical factors (i.e., the price weight, X, is less than 1 in the evaluation), the total technical points assigned to each Bid in the Evaluated Bid Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the Bid **in accordance with the BDS** and the scoring methodology below:

#### Technical proposal scoring methodology

- (a) During the evaluation process, the evaluation committee will assign each desirable/preferred feature a whole number score from 0 to 4, where 0 means that the feature is absent, and 1 to 4 either represent predefined values for desirable features amenable to an objective way of rating (as is the case for, e.g., extra memory, or extra mass storage capacity, etc., if these extras would be conducive for the utility of the system), or if the feature represents a desirable functionality (e.g., of a software package) or a quality improving the prospects for a successful implementation (such as the strengths of the proposed project staff, the methodology, the elaboration of the project plan, etc., in the bid), the scoring will be 1 for the feature being present but showing deficiencies; 2 for meeting the requirements; 3 for marginally exceeding the requirements; and 4 for significantly exceeding the requirements.
- (b) The score for each feature (i) within a category (j) will be combined with the scores of features in the same category as a weighted sum to form the Category Technical Score using the following formula:

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

where:

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

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

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

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

- (c) The Category Technical Scores will be combined in a weighted sum to form the total Technical Bid 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 BDS

$n$  = the number of categories

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

## 2. Economic Evaluation

The following factors and methods will apply:

### (a) Time Schedule:

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

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

### (b) Recurrent Costs

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

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

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

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

- (i) number of years for implementation
- (ii) hardware maintenance

- (iii) software licenses and updates
- (iv) technical services
- (v) telecommunication services, and
- (vi) other services (if any).

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

$$R \equiv \sum_{x=1}^N \frac{R_x}{(1+I)^x}$$

where

$N$  = number of years of evaluated recurrent costs

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

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

$I$  = discount rate to be used for the Net Present Value calculation, as specified in the BDS for ITB 35.4.

or Option 2: “*none*”

**(c) Specific additional criteria**

The relevant evaluation method, if any, shall be as follows: “*Not Applicable*”

### 3. Technical alternatives

If invited in accordance with ITB 13.4, will be evaluated as follows: “*none*”

### 4. Combined Evaluation

The Purchaser will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB 30.

If indicated by the BDS, the Purchaser’s evaluation of responsive Bids will take into account technical factors, in addition to cost factors.

In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

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

where

$C$  = Evaluated Bid Price

$C_{low}$  = the lowest of all Evaluated Bid Prices among responsive Bids

$T$  = the total Technical Score awarded to the Bid

$T_{high}$  = the Technical Score achieved by the Bid that was scored best among all responsive Bids

$X$  = weight for the Price as specified in the BDS

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder was prequalified and/or it was found to be qualified to perform the Contract in accordance with ITB 39.

## 5. Qualification

Factor	<b>5.1 ELIGIBILITY</b>					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
All members combined			Each member	At least one member		
5.1.1 <u>Nationality</u>	Nationality in accordance with ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –5.1.1 and 5.1.2, with attachments
5.1.2 <u>Conflict of Interest</u>	No- conflicts of interests as described in ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Bid
5.1.3 <u>Bank Ineligibility</u>	Not having been declared ineligible by the Bank as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Bid
5.1.4 <u>State owned Entity of the Borrower country</u>	Compliance with conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –5.1.1 and 5.1.2, with attachments



<b>Factor</b>	<b>5.1 ELIGIBILITY</b>					
<b>Sub-Factor</b>	Criteria					<b>Documentation Required</b>
	<b>Requirement</b>	<b>Bidder</b>				
		<b>Single Entity</b>	<b>Joint Venture (existing or intended)</b>			
<b>All members combined</b>			<b>Each member</b>	<b>At least one member</b>		
5.1.5 United Nations resolution or Borrower’s country law	Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Bid

Factor	<b>5.2 HISTORICAL CONTRACT NON-PERFORMANCE</b>					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
				All members combined		Each member
5.2.1 History of non-performing contracts	Non-performance of a contract <sup>1</sup> did not occur as a result of Bidder's default since 1 <sup>st</sup> January <b>2018</b> .	Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement <sup>2</sup>	N / A	Form CON - 2
5.2.2 Suspension	Not under suspension based on execution of a Bid Securing Declaration or Proposal Securing Declaration pursuant to ITB 4.7 and ITB 20.10	Must meet requirement	N / A	Must meet requirement	N / A	Letter of Bid

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

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

5.2.3 Pending Litigation	Bidder's financial position and prospective long-term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Bidder.	Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement	N / A	Form CON – 2
5.2.4 Litigation History	No consistent history of court/arbitral award decisions against the Bidder <sup>3</sup> since 1 <sup>st</sup> January <b>2018</b>	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
5.2.5 Bank's SEA and/or SH Disqualification <sup>4</sup>	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-3

<sup>3</sup> The Bidder shall provide accurate information on the related Letter of Bid 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 Bidder or any member of a joint venture may result in failure of the Bid.

Factor	<b>5.3 FINANCIAL SITUATION</b>					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
<b>5.3.1 Historical Financial Performance</b>	Submission of audited balance sheets or if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last <u>3</u> ( <i>three</i> ) years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability.		Must meet requirement	N / A	Must meet requirement	N / A
		<b>5.3.2 Average Annual Turnover</b>				

<b>Factor</b>	<b>5.3 FINANCIAL SITUATION</b>					
<b>Sub-Factor</b>	Criteria					<b>Documentation Required</b>
	<b>Requirement</b>	<b>Bidder</b>				
		<b>Single Entity</b>	<b>Joint Venture (existing or intended)</b>			
<b>All members combined</b>			<b>Each member</b>	<b>At least one member</b>		
<b>5.3.3 Financial Resources</b>	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the following cash-flow requirement:  Positive cash flow exceeding USD 2,000,000	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –5.3.3

Factor	<b>5.4 EXPERIENCE</b>					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
All members combined			Each member	At least one member		
<b>5.4.1 General Experience</b>	Experience under Information System contracts in the role of prime supplier, management contractor, JV member, or subcontractor for at least the last <u>5</u> [ <i>Five</i> ] years prior to the applications submission deadline.	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP-5.4.1
<b>5.4.2 Specific Experience</b>	Participation as a prime supplier, management contractor, JV <sup>5</sup> member, sub-contractor, in at least <u>5</u> ( <i>Five</i> ) contracts within the last <u>5</u> ( <i>Five</i> ) years, each with a value of at least <b>USD 750,000 (Seven Fifty Thousand)</b> , that have been successfully and substantially completed and that are similar to the proposed Information System as described	Must meet requirement	Must meet requirements	N / A	Must meet the following requirement <i>[specify any key requirement to be met by one member]</i>	Form EXP 5.4.2

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

<b>Factor</b>	<b>5.4 EXPERIENCE</b>					
<b>Sub-Factor</b>	Criteria					<b>Documentation Required</b>
	<b>Requirement</b>	<b>Bidder</b>				
		<b>Single Entity</b>	<b>Joint Venture (existing or intended)</b>			
<b>All members combined</b>			<b>Each member</b>	<b>At least one member</b>		
	<p>in section VII such as the described suites and module described, O&amp;M methodology, Capacity building Methodology, etc.</p> <p>The successfully completed similar contracts shall be documented by a copy of an Operational acceptance certificate (or equivalent documentation satisfactory to the Purchaser) issued by the purchaser(s).</p>					

### **5.5 Key Personnel**

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

The Supplier must provide the key personnel as mentioned in the sections for Lot 1 & Lot 2;

### **5.6 Subcontractors/vendors/manufacturers**

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

Subcontractors for the following additional major items of supply or services must meet the minimum criteria, herein listed for Lot-1 and Lot-2 sections

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

### **5.7 Manufacturer's authorization**

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

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



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

### **5.8 Local Representation**

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

## SECTION IV - BIDDING FORMS

### Table of Forms

<b>Letter of Bid.....</b>	<b>65</b>
<b>PRICE SCHEDULE FORMS.....</b>	<b>68</b>
<b>FORM ELI 5.1.1- BIDDER INFORMATION FORM .....</b>	<b>76</b>
<b>FORM ELI 5.1.2- BIDDER’S JV MEMBERS INFORMATION FORM .....</b>	<b>78</b>
<b>FORM CON – 2- HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY .....</b>	<b>80</b>
<b>FORM CON – 3 .....</b>	<b>82</b>
<b>SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT PERFORMANCE DECLARATION .....</b>	<b>82</b>
<b>FORM EXP 5.4.1- GENERAL EXPERIENCE .....</b>	<b>83</b>
<b>FORM EXP – 5.4.2- SPECIFIC EXPERIENCE .....</b>	<b>84</b>
<b>FORM EXP – 5.4.2 (CONT.)- SPECIFIC EXPERIENCE (CONT.) .....</b>	<b>85</b>
<b>FORM CCC- SUMMARY SHEET: CURRENT CONTRACT COMMITMENTS / WORK IN PROGRESS.....</b>	<b>86</b>
<b>FORM FIN – 5.3.1- FINANCIAL SITUATION: HISTORICAL FINANCIAL PERFORMANCE.....</b>	<b>87</b>
<b>FORM FIN – 5.3.2- AVERAGE ANNUAL TURNOVER .....</b>	<b>89</b>
<b>FORM FIN 5.3.3- FINANCIAL RESOURCES.....</b>	<b>90</b>
<b>PERSONNEL CAPABILITIES- KEY PERSONNEL .....</b>	<b>91</b>
<b>CODE OF CONDUCT FOR SUPPLIER’S PERSONNEL FORM .....</b>	<b>94</b>
<b>TECHNICAL CAPABILITIES.....</b>	<b>98</b>
<b>MANUFACTURER’S AUTHORIZATION .....</b>	<b>99</b>
<b>SUBCONTRACTOR’S AGREEMENT .....</b>	<b>100</b>
<b>INTELLECTUAL PROPERTY FORMS.....</b>	<b>102</b>
<b>CONFORMANCE OF INFORMATION SYSTEM MATERIALS .....</b>	<b>105</b>
<b>FORM OF BID SECURITY (BANK GUARANTEE).....</b>	<b>109</b>
<b>FORM OF BID SECURITY (BID BOND) .....</b>	<b>111</b>
<b>FORM OF BID-SECURING DECLARATION .....</b>	<b>Error! Bookmark not defined.</b>

## Letter of Bid

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

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

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

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

RFB No.: **DM-MPWDE-200379-GO-RFB**

Alternative No.: **“not applicable”**

We, the undersigned, declare that:

To: **Dr. Jermaine Jewel Jean-Pierre**

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

We, including any of our subcontractors:

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

(e) **Conformity:** We offer to provide design, supply and installation services in conformity with the bidding document of the following: [*insert a brief description of the IS Design, Supply and Installation Services*];

(f) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: [*Insert one of the options below as appropriate*]

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

Or

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

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

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

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

(h) **Bid Validity:** Our Bid shall be valid until [*insert day, month and year in accordance with ITB 19.1*], and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(i) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;

(j) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

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

(l) **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 ITB 4.6];*

(m) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding 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.”]*

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

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

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

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

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

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

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

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

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

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

## PRICE SCHEDULE FORMS

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

---

#### General

1. The Price Schedules is 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 Bidders shall have read the Technical Requirements and other sections of these bidding 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 Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the bidding documents prior to submitting their bid.

#### Pricing

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

Name of Bidder:		
Authorized Signature of Bidder:		

### 3.2 Supply and Installation Cost Summary Table

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

Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	Supply & Installation Prices				
			Locally supplied items	Items supplied from outside the Purchaser's Country			
			<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
1	Subsystem 1	1					
SUBTOTALS							
TOTAL (To Grand Summary Table)							

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

Name of Bidder:	
Authorized Signature of Bidder:	



### 3.3 Recurrent Cost Summary Table

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

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

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

Name of Bidder:		
Authorized Signature of Bidder:		

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

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

Prices, rates, and subtotals MUST be quoted in accordance with ITB 17 and ITB 18.

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

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

Name of Bidder:	
Authorized Signature of Bidder:	

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

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

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

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

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

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

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

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

Name of Bidder:	
Authorized Signature of Bidder:	



## FORM ELI 5.1.1- BIDDER INFORMATION FORM

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

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

RFB No.: *[insert number of Bidding process]*

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

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

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

- Operation under commercial law
  - Establishing that the Bidder is not under the supervision of the Purchaser
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

## FORM ELI 5.1.2- BIDDER’S JV MEMBERS INFORMATION FORM

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

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

RFB No.: *[insert number of Bidding process]*

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

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

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



7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*
- Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.
  - In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Purchaser in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]*

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

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

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

Date: \_\_\_\_\_ *[insert date]*

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

RFB No.: *[insert RFB number]*

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

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 5.2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 5.2.1			
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Sub-Factor 5.2.3.			
<input type="checkbox"/> Pending litigation in accordance with Sub-Factor 5.2.3 as indicated below.			

<b>Year of dispute</b>	<b>Amount in dispute (currency)</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), USD Equivalent (exchange rate)</b>
<i>[specify year]</i>	<i>[specify amount and currency]</i>	Contract Identification: <i>[insert Contract ID]</i> Name of Employer: <i>[insert Name of Employer]</i> Address of Employer: <i>[insert Address of Employer]</i> Matter in dispute: <i>[describe Matter of dispute]</i> Party who initiated the dispute: <i>[specify Initiator of dispute]</i> Status of dispute: <i>[specify Status of dispute]</i>	<i>[specify total contract amount and currency, USD equivalent and exchange rate]</i>
<i>[specify year]</i>	<i>[specify amount and currency]</i>	Contract Identification: <i>[insert Contract ID]</i> Name of Employer: <i>[insert Name of Employer]</i> Address of Employer: <i>[insert Address of Employer]</i> Matter in dispute: <i>[describe Matter of dispute]</i> Party who initiated the dispute: <i>[specify Initiator of dispute]</i> Status of dispute: <i>[specify Status of dispute]</i>	<i>[specify total contract amount and currency, USD equivalent and exchange rate]</i>
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Sub-Factor 5.2.4. <input type="checkbox"/> Litigation History in accordance with Sub-Factor 5.2.4 as indicated below.			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), USD Equivalent (exchange rate)</b>
<i>[specify year]</i>	<i>[specify percentage of net worth]</i>	Contract Identification: <i>[insert Contract ID]</i> Name of Employer: <i>[insert Name of Employer]</i> Address of Employer: <i>[insert Address of Employer]</i>	<i>[specify total contract amount and currency, USD equivalent and exchange rate]</i>

## FORM CON – 3

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

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

Bidder’s Name: *[insert full name]*

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

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

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

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

<p><b>SEA and/or SH Declaration</b></p> <p><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 EXP 5.4.1- GENERAL EXPERIENCE

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

Date: *[insert Date]*

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

RFB No.: *[insert RFB number]*

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

Starting Month / Year	Ending Month / Year	Years *	Contract Identification	Role of Bidder
<i>[insert month / year]</i>	<i>[insert month / year]</i>	<i>[insert numbe r of years]</i>	Contract name: <i>[insert Name of Contract]</i> Brief Description of the Information System performed by the Bidder: <i>[describe Information System]</i> Name of Purchaser: <i>[insert Name of Purchaser]</i> Address: <i>[insert Address of Purchaser]</i>	<i>[describe role of Bidder under the contract]</i>
<i>[insert month / year]</i>	<i>[insert month / year]</i>	<i>[insert numbe r of years]</i>	Contract name: <i>[insert Name of Contract]</i> Brief Description of the Information System performed by the Bidder: <i>[describe Information System]</i> Name of Purchaser: <i>[insert Name of Purchaser]</i> Address: <i>[insert Address of Purchaser]</i>	<i>[describe role of Bidder under the contract]</i>
<i>[insert month / year]</i>	<i>[insert month / year]</i>	<i>[insert numbe r of years]</i>	Contract name: <i>[insert Name of Contract]</i> Brief Description of the Information System performed by the Bidder: <i>[describe Information System]</i> Name of Purchaser: <i>[insert Name of Purchaser]</i> Address: <i>[insert Address of Purchaser]</i>	<i>[describe role of Bidder under the contract]</i>
<i>[insert month / year]</i>	<i>[insert month / year]</i>	<i>[insert numbe r of years]</i>	Contract name: <i>[insert Name of Contract]</i> Brief Description of the Information System performed by the Bidder: <i>[describe Information System]</i> Name of Purchaser: <i>[insert Name of Purchaser]</i> Address: <i>[insert Address of Purchaser]</i>	<i>[describe role of Bidder under the contract]</i>

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

## FORM EXP – 5.4.2- SPECIFIC EXPERIENCE

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

Date: *[insert Date]*

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

RFB No.: *[insert RFB number]*

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

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

## FORM EXP – 5.4.2 (CONT.)- SPECIFIC EXPERIENCE (CONT.)

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

Date: *[insert Date]*

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

RFB No.: *[insert RFB number]*

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

<b>Similar Contract No. <i>[insert specific number]</i> of <i>[insert total number of contracts]</i> required</b>	<b>Information</b>
Description of the similarity in accordance with Sub-Factor 5.4.2 of Section III:	
Amount	<i>[insert contract amount and currency and USD equivalent and exchange rate]</i>
Geographical Scope	<i>[describe geographic scope of the users of the information system]</i>
Functional Scope	<i>[describe the functionalities provided by the information system]</i>
Methods/Technology	<i>[describe methodologies and technologies used to implement the information system]</i>
Key Activities	<i>[describe the key activities of the Bidder under the contract]</i>

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

*[Bidders and each partner to an Joint Venture bid 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.]*

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

Date: *[insert Date]*

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

RFB No.: *[insert RFB number]*

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

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



## FORM FIN – 5.3.1- FINANCIAL SITUATION: HISTORICAL FINANCIAL PERFORMANCE

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

Bidder’s Legal Name: *[insert Bidder’s Legal Name]*

Date: *[insert Date]*

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

RFB No.: *[insert RFB number]*

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

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

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

- (a) Must reflect the financial situation of the Bidder or member to a JV, and not sister or parent companies
- (b) Historic financial statements must be audited by a certified accountant
- (c) Historic financial statements must be complete, including all notes to the financial statements
- (d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)
- (e) The Form 5.3.1 should be signed by a certified accountant

## FORM FIN – 5.3.2- AVERAGE ANNUAL TURNOVER

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

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

Date: *[insert Date]*

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

RFB No.: *[insert RFB number]*

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

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

\*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 5.3.2.

- (a) The Form 5.3.2 should be signed by a certified accountant

## FORM FIN 5.3.3- FINANCIAL RESOURCES

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

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

Date: *[insert Date]*

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

RFB No.: *[insert RFB number]*

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

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria

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

(a) The Form 5.3.3 should be signed by a certified accountant

## PERSONNEL CAPABILITIES- KEY PERSONNEL

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

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

Date: *[insert Date]*

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

RFB No.: *[insert RFB number]*

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

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

### Key Personnel

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

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

### Candidate Summary

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

Bidder’s Legal Name: *[insert Bidder’s Legal Name]*

Date: *[insert Date]*

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

RFB No.: *[insert RFB number]*

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

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

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

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

## CODE OF CONDUCT FOR SUPPLIER’S PERSONNEL FORM

***Note to the Purchaser:***

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

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

**Note to the Bidder:**

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

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

### 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 in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
  9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
  10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse, and Sexual Harassment (SH);
  11. report violations of this Code of Conduct; and
  12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Purchaser, or who makes use of the grievance mechanism for Supplier’s Personnel or the project’s Grievance Redress Mechanism.

### **RAISING CONCERNS**

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

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

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

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

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

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

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

FOR Supplier’s PERSONNEL:

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

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

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

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

Countersignature of authorized representative of the Supplier:

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

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

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

## **ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**

### **BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

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

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

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

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

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

## TECHNICAL CAPABILITIES

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

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

Date: *[insert Date]*

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

RFB No.: *[insert RFB number]*

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

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

## MANUFACTURER’S AUTHORIZATION

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

Invitation for Bids Title and No.: **Development, Establishment and Adoption of a Digital Signature Framework, DM-MPWDE-306476-GO-RFB**

To: **Dr. Jermaine Jewel Jean-Pierre**

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 Bidder or Joint Venture]* located at *[insert: address of Bidder or Joint Venture]* (hereinafter, the “Bidder”) to submit a bid 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 bidding results in a Contract between you and the Bidder, the above-listed products will come with our full standard warranty.

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

Signed \_\_\_\_\_

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

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

*[add Corporate Seal (where appropriate)]*

## SUBCONTRACTOR'S AGREEMENT

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

Invitation for Bids Title and No.: **Development, Establishment and Adoption of a Digital Signature Framework, DM-MPWDE-306476-GO-RFB**

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 Bidder or Joint Venture**]* located at *[insert: **address of Bidder or Joint Venture**]* (hereinafter, the "Bidder") that it will submit a bid 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 Bidder is awarded the Contract.

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

Signed \_\_\_\_\_

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

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

[add Corporate Seal (where appropriate)]

**List of Proposed Subcontractors**

	Item	Proposed Subcontractor	Place of Registration & Qualifications

## INTELLECTUAL PROPERTY FORMS

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

---

In accordance with ITB 11.1(j), Bidders must submit, as part of their bids, lists of all the Software included in the bid assigned to one of the following categories: (a) System, General-Purpose, or Application Software; (b) Standard or Custom Software; (c) Proprietary or Open Source. Bidders must also submit a list of all Custom Materials. These categorizations are needed to support the Intellectual Property in the GCC and SCC. The Bidder 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

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

**CONFORMANCE OF INFORMATION SYSTEM  
MATERIALS**

## Format of the Technical Bid

In accordance with ITB 16.2, the documentary evidence of conformity of the Information System to the bidding documents includes (but is not restricted to):

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

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

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

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

**Note:** As a matter of practice, the contract cannot be awarded to a Bidder whose Technical Bid deviates (materially) from the Technical Requirements – *on any Technical Requirement*. Such deviations include omissions (e.g., non-responses) and responses

that do not meet or exceed the requirement. Extreme care must be exercised in the preparation and presentation of the responses to all the Technical Requirements.

- (d). Supporting materials to underpin the Item-by-item Commentary on the Technical Requirements (e.g., product literature, white-papers, narrative descriptions of technical approaches to be employed, etc.). In the interest of timely bid evaluation and contract award, Bidders are encouraged not to overload the supporting materials with documents that do not directly address the Purchaser's requirements.
- (e). Any separate and enforceable contract(s) for Recurrent Cost items which the BDS ITB 17.2 required Bidders to bid.

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

**Technical Responsiveness Checklist (Format)**

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

## FORM OF BID SECURITY (BANK GUARANTEE)

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

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

We have been informed that *[insert **name of the Bidder**, 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 bid (hereinafter called “the Bid”) for the execution of *[insert **Name of Contract**]* under Request for Bids No. *[insert **number**]* (“the RFB”).

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

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

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant’s Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid 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 Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, 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 Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid 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 BID SECURITY (BID BOND)

BOND NO. *[insert number]*

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

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

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

- (a) withdraws its Bid prior to the Bid validity expiry date set forth in the Principal’s Letter of Bid, or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser prior to the expiry date of the Bid 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 Bidders (“ITB”) of the Purchaser’s bidding document.

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiry of the Bid validity set forth in the Principal’s Letter of Bid 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 *[insert number]* day of *[insert month]* *[insert year]*.

---

<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.

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

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

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

*(Printed name and title)*

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

*(Printed name and title)*

## SECTION V - ELIGIBLE COUNTRIES

### Eligibility for the Provision of Information System

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

Under ITB 4.8(a) and ITB 5.1: *Please refer to the World Bank's List of Ineligible Firms and Individuals at the following link: <https://projects.worldbank.org/en/projects-operations/procurement/debarred-firms> - “None”*

Under ITB 4.8(b) and ITB 5.1: *Please refer to the World Bank's List of Ineligible Firms and Individuals at the following link: <https://projects.worldbank.org/en/projects-operations/procurement/debarred-firms> - “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)**

**BID LOT-1:**

**Development, Establishment and Adoption of a Digital Signature  
Framework**



## Technical Requirements

### Bid - Lot 1 - Development, Establishment and Adoption of a Digital Signature Framework

#### Table of Contents: Technical Requirements

<b>A. Acronyms Used in The Technical Requirements .....</b>	<b>121</b>
0.1 ... Acronym Table .....	121
<b>B. Functional, Architectural and Performance Requirements.....</b>	<b>123</b>
1.1 ... Legal and Regulatory Requirements to be met by the Information System .....	123
1.2 ... Business Function Requirements to be met by the Information System .....	123
1.3 ... Architectural Requirements to be met by the Information System.....	126
1.4 ... Systems Administration and Management Functions Required to be met by the Information System.....	136
1.5 ... Performance Requirements of the Information System.....	136
<b>C. Service Specifications – Supply &amp; Install Items.....</b>	<b>136</b>
2.1 ... System Analysis, Design and Customization/Development.....	136
2.2 ... Software Customization / Development .....	136
2.3 ... System Integration (to other existing systems).....	137
2.4 ... Training and Training Materials .....	137
2.5 ... Data Conversion and Migration.....	137
2.6 ... Documentation Requirements.....	137
2.7 ... Requirements of the Supplier’s Technical Team.....	137
<b>D. Technology Specifications – Supply &amp; Install Items.....</b>	<b>138</b>
3.0 ... General Technical Requirements .....	140
3.1 ... Computing Hardware Specifications .....	140
3.2 ... Network and Communications Specifications.....	140
3.3 ... Ancillary Hardware Specifications .....	141
3.4 ... Standard Software Specifications .....	141
3.5 ... Consumables .....	141
3.6 ... Other Non-IT Goods .....	141
<b>E. Testing and Quality Assurance Requirements .....</b>	<b>142</b>
4.1 ... Inspections .....	<b>Error! Bookmark not defined.</b>
4.2 ... Pre-commissioning Tests .....	<b>Error! Bookmark not defined.</b>
4.3 ... Operational Acceptance Tests.....	<b>Error! Bookmark not defined.</b>

**F. Service Specifications – Recurrent Cost Items .....144**

5.1 ... Warranty Defect Repair .....144

5.2 ... Technical Support .....144

5.3 ... Requirements of the Supplier’s Technical Team.....144

## A. ACRONYMS USED IN THE TECHNICAL REQUIREMENTS

### 0.1 Acronym Table

Term	Explanation
AI	Artificial Intelligence
AMC	Annual Maintenance Contract
API	Application Programming Interface
CARDTP	Caribbean Digital Transformation Project
CMC	Computer Maintenance Contract
DC	Data Centre
DOJ	Date of Joining
DQC	Data Quality Control
DR	Disaster Recovery Centre
DTAP	Development, Testing Acceptance and Production
E&M	Evaluation and Management
EGRIP	Electronic Government for Regional Integration Project
ESB	Enterprise Service Bus
FIFO	First In First Out
FRS	Functional Requirement Specification
GB	gigabyte
GoCD	Government of Commonwealth of Dominica
GPU	Graphics Processing Unit
HDMS	Helpdesk Management System
HOD	Head of Department
HRMS	Human Resource Management System
IC	Identity Card
ICT	Information and Communication Technology
ICU	Intensive Care Unit
IDA	International Development Association
INCITS	International Council on Information Technology Standards
ISO	International Organization of Standards
KB	kilobyte
LAN	Local area network
MDAs	Ministries, Departments and Agencies
MIS	Management Information System
MPWDE	Ministry of Public Works and the Digital Economy
MRD	Medical Record Department
MTTR	Mean time To Repair
NBS	National Bureau of Standards
NGO	Non-governmental Organization
NI	National Insurance
NIST	National Institute of Standards and Technology

<b>Term</b>	<b>Explanation</b>
O&M	Operations & Maintenance
OAT	Operational Acceptance Test
ODBC	Open Database Connectivity
OECS	Organization of Eastern Caribbean States
OLE	Object Linking and Embedding
OS	Operating system
OTP	One-Time Password
PID	Personal Identity Data
PISC	Project Implementation Support Consultant
PSC	Project Steering Committee
QR Code	Quick Response Code
RPIU	Regional Project Implementation Unit
SI	System Integrator
SLA	Service Level Agreement
SOP	Standard Operating Procedures
SoW	Scope of Work
SP	Service Provider
SQL	Structured Query Language
SRN	Service Request Number
SRS	Software Requirement Specification
SSO	Single Sign On
TAT	Turn Around Time
TC	Technical committee
UAT	User Acceptance Testing
UID	Unique Identification
UN	United Nations
Wi-Fi	Wireless Fidelity

## **B. FUNCTIONAL, ARCHITECTURAL AND PERFORMANCE REQUIREMENTS**

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

The Digital Signature is cross functional system and MUST comply with the following laws and regulations:

#### **A. Cross-cutting Acts and Bills that are relevant to Digital Identifier, Authentication Platform and Digital Signature**

No.	Document Description	Link
1.	Electronic Filing Act No 20 of 2013	<a href="http://www.dominica.gov.dm/laws/2013/Electronic Filing, 2013 ACT 20 of 2013.pdf">http://www.dominica.gov.dm/laws/2013/Electronic Filing, 2013 ACT 20 of 2013.pdf</a>
2.	Electronic Evidence Act No 13 of 2010	<a href="http://www.dominica.gov.dm/laws/2010/Electronic Evidence no. 13.pdf">http://www.dominica.gov.dm/laws/2010/Electronic Evidence no. 13.pdf</a>
3.	Electronic Funds Transfer Act No 17 of 2013	<a href="http://www.dominica.gov.dm/laws/2013/Electronic Funds Transfer Act, 2013 ACT 17 of 2013.pdf">http://www.dominica.gov.dm/laws/2013/Electronic Funds Transfer Act, 2013 ACT 17 of 2013.pdf</a>
4.	Electronic Transactions Act No 19 of 2013	<a href="http://www.dominica.gov.dm/laws/2013/Electronic Transactions Act, 2013 Act 19 of 2013.pdf">http://www.dominica.gov.dm/laws/2013/Electronic Transactions Act, 2013 Act 19 of 2013.pdf</a>
5.	Electronic Crimes Bill Fourth Draft 6 October 2011	To be attached as a doc. file
6.	Data Protection Bill Fourth Draft 6 October 2011	To be attached as a doc. file

#### **B. Immigration and Passport**

No.	Document Description	Link
1.	Immigration and Passport Act Chapter 18:01 Act 5 of 1941	<a href="http://www.dominica.gov.dm/laws/chapters/chap18-01.pdf">http://www.dominica.gov.dm/laws/chapters/chap18-01.pdf</a>
2.	Immigration and Passport Regulations	<a href="http://www.dominica.gov.dm/laws/1996/sro21-1996.pdf">http://www.dominica.gov.dm/laws/1996/sro21-1996.pdf</a>

No.	Document Description	Link
	Statutory Rules and Orders No 21 of 1996	
3.	Immigration and Passport (Amendment) Act No 3 of 2000	<a href="http://www.dominica.gov.dm/laws/2000/act3-2000.pdf">http://www.dominica.gov.dm/laws/2000/act3-2000.pdf</a>
4.	Immigration and Passport Regulations Statutory Rules and Orders No 36 of 2001	<a href="http://www.dominica.gov.dm/laws/2001/sro36-2001.pdf">http://www.dominica.gov.dm/laws/2001/sro36-2001.pdf</a>
5.	Immigration and Passport (Amendment) Regulations Statutory Rules and Orders No 2 of 2002	<a href="http://www.dominica.gov.dm/laws/2002/sro2-2002.pdf">http://www.dominica.gov.dm/laws/2002/sro2-2002.pdf</a>
6.	Immigration and Passport (Amendment) Act No. 3 of 2002	<a href="http://www.dominica.gov.dm/laws/2002/act3-2002.pdf">http://www.dominica.gov.dm/laws/2002/act3-2002.pdf</a>
7.	Immigration and Passport Regulations Statutory Rules and Orders No 51 of 2002	<a href="http://www.dominica.gov.dm/laws/2002/sro51-2002.pdf">http://www.dominica.gov.dm/laws/2002/sro51-2002.pdf</a>
8.	Immigration and Passport (Amendment) Act No. 19 of 2003	<a href="http://www.dominica.gov.dm/laws/2003/act19-2003.pdf">http://www.dominica.gov.dm/laws/2003/act19-2003.pdf</a>
9.	Immigration and Passport Regulations Statutory Rules and Orders No 22 of 2003	<a href="http://www.dominica.gov.dm/laws/2003/sro22-2003.pdf">http://www.dominica.gov.dm/laws/2003/sro22-2003.pdf</a>
10.	Immigration and Passport (Amendment) Regulations Statutory Rules and Orders No 25 2003	<a href="http://www.dominica.gov.dm/laws/2003/sro25-2003.pdf">http://www.dominica.gov.dm/laws/2003/sro25-2003.pdf</a>
11.	Immigration and Passport (Amendment) Act No. 4 of 2007	<a href="http://www.dominica.gov.dm/laws/2007/act4-2007.pdf">http://www.dominica.gov.dm/laws/2007/act4-2007.pdf</a>
12.	Immigration and Passport (Amendment) Act No. 11 of 2007	<a href="http://www.dominica.gov.dm/laws/2007/act11-2007.pdf">http://www.dominica.gov.dm/laws/2007/act11-2007.pdf</a>

No.	Document Description	Link
13.	Immigration and Passport (Amendment) Act No. 24 of 2013	<a href="http://www.dominica.gov.dm/laws/2013/Immigration%20and%20Passport%20(Amendment)%20Act,%202013,%20Act%2024%20of%202013.pdf">http://www.dominica.gov.dm/laws/2013/Immigration and Passport (Amendment) Act, 2013, Act 24 of 2013.pdf</a>
14.	Immigration and Passport Amendment Statutory Rules and Orders No 10 of 2016	<a href="http://www.dominica.gov.dm/laws/2016/Immigration%20and%20Passport%20(Amendment)%20Regulations,%202016.pdf">http://www.dominica.gov.dm/laws/2016/Immigration and Passport (Amendment) Regulations, 2016.pdf</a>
15.	Immigration and Passport (Amendment) Statutory Rules and Orders No 42 of 2016	<a href="http://www.dominica.gov.dm/laws/2016/Immigration%20and%20Passport%20(Amendment)%20(No.%202)%20Regulations%202016.pdf">http://www.dominica.gov.dm/laws/2016/Immigration and Passport (Amendment) (No. 2) Regulations 2016.pdf</a>

### C. Health Information and Administration

No	Document Description	Link
1.	Bills of Health Act Chapter 49:03 Act of 3 of 1907 amended by 7 of 1925	<a href="http://www.dominica.gov.dm/laws/chapters/chap49-03.pdf">http://www.dominica.gov.dm/laws/chapters/chap49-03.pdf</a>
2.	Hospital and Health Care Facilities Act No 21 of 2002	<a href="http://www.dominica.gov.dm/laws/2002/act21-2002.pdf">http://www.dominica.gov.dm/laws/2002/act21-2002.pdf</a>
3.	Hospital and Health Care Facilities Statutory Rules and Orders No 8 of 2004	<a href="http://www.dominica.gov.dm/laws/2004/sro8-2004.pdf">http://www.dominica.gov.dm/laws/2004/sro8-2004.pdf</a>

**The Supplier shall recommend additional documents that they deem necessary to give effect to these Terms of Reference and the Project in general.**

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

The Information System MUST support the following business functions

### 1. SCOPE OF WORK

The purpose of this Terms of Reference (TOR) is to appoint a Supplier to develop a digital signature platform for the Commonwealth of Dominica. The appointed of the Supplier will provide the GoCD with specialist advice and support services to:

Phase	Activity	Description
Phase-1	Project kick-off	The bidder shall organize a kick-off meeting with GoCD to discuss, agree and sign off on project governance and approach, agree project budget and deviation processes, high level timelines, identify stakeholder and agree sponsorship, setup process and timeline. A kick-off meeting will be a time for questions and any potential issues to be discussed by both parties prior to work beginning
Phase-2	Business Analysis	The selected bidder will be expected to run JAD (Joint Application Development) sessions to elicit requirements from stakeholders and users. Part of this phase is to identify people change management requirements and barriers to adoption. Customisable templates, forms, and fields within the program will be established in a collaborative process. The supplier shall prepare; <ul style="list-style-type: none"> <li>- <i>System Design Document;</i></li> <li>- <i>System Requirements Specification;</i></li> <li>- <i>Interface Requirements Specification);</i></li> <li>- <i>Software/System Test Descriptions;</i></li> <li>- <i>Software/System Test Plan</i></li> </ul>
Phase-3	Solution Architecture	The selected bidder will be expected to engage with GoCD IT department to identify all solution architecture dependencies including but not limited to Integration, Security, Solution Pilot, Rollout etc. The supplier shall prepare; <ul style="list-style-type: none"> <li>- <i>Software Design Description</i></li> <li>- <i>Interface Design Document</i></li> </ul>



Phase	Activity	Description
		- <i>Database Design Document</i>
Phase-4	System Specifications and requirements	This phase will be focused in selecting a system that contains preferred characteristics and functionalities that will help the GoCD to accomplish its overall work as presented in the business requirements and technical requirements.
Phase-5	Data Hosting	It is desired that the Digital Electronic Solution will be hosted on the cloud. Coordination with the GoCD IT Department will be arranged as necessary as part of the project. Digital Electronic Solution is required to work and be compliant with the GoCD IT architecture. The Supplier must prepare SoP in agreement with GoCD for performing the activity
Phase-6	Licensing	Part of the implementation process will include establishing the licenses that the GoCD shall purchase. The Supplier must prepare SoP in agreement with GoCD for performing the activity
Phase-7	Acceptance commissioning and	Part of selecting the Digital Electronic Signature system that best meets the needs of the GoCD is the successful installation, configuration and implementation of the system. This part of the scope of work has specific deliverables that the GoCD expects from the chosen bidder, including consultation with GoCD staff for setup/design of the User Interface (UI), staff training and coaching, and quantity/type of licenses needed. Overall, the selected bidder shall be responsible for the configuration and implementation of a complete and ready to use Digital Electronic Signature system, which GoCD staff are trained and able to use. The supplier shall prepare; <ul style="list-style-type: none"> <li>- <i>Software/System Test Descriptions;</i></li> <li>- <i>Software/System Test Plan</i></li> </ul>
Phase-8	Change Management and Training	GoCD staff will need to be trained on how to use the newly configured Digital Electronic Solution system. The GoCD expects to have different levels of users, and therefore,

Phase	Activity	Description
		<p>different levels of training will be necessary depending on which work group is receiving training. Bidders shall present their approach to change management and training staff as part of their submitted proposal. The selected contractor shall also provide an electronic (training material) guide for GoCD. The cost of training shall be incorporated into the proposal. The supplier shall prepare</p> <ul style="list-style-type: none"> <li>- <i>User’s Manual;</i></li> <li>- <i>Operations Manual;</i></li> <li>- <i>Source Code documentation</i></li> </ul>
Phase-9	Maintenance, Support and Continuing Services	<p>After the initial purchase and setup of the system is complete, GoCD will need continuing services and support from the bidder. The services anticipated as part of the continuing services provided by the selected bidder are described in the subsequent section.</p>

#### A. Maintenance, Support and Continuing Services

- **Enterprise Licensing:** The bidder shall provide licenses for GoCD users on a continuing basis. The bidder must accommodate external users who may need to sign on an ad-hoc basis. The bidder must propose the optimal licensing model for the requirements of GoCD
- **On/Offsite Technical Support:** The bidder will provide an On/offsite technical support to users that are experiencing challenges with the system or have questions about how to use certain components of the system. If software maintenance or fixes are needed due to bugs or issues GoCD is experiencing, the bidder must provide this service. If the bidder charges for troubleshooting and/or technical support services, these prices shall be provided in the proposal.
- **Change Requests:** From time-to-time GoCD will require changes to the system. This could be UI changes, reporting, integration etc. The bidder is expected to provide a rate card for these type of changes for Project Management, Business Analysis, Design, Configuration, Development and Testing resources.
- **New Versions of Program or other Software Upgrades:** When the bidder introduces new versions or major updates to the system, PIU expects that the bidder will notify GoCD staff, and will then coordinate a time to install (if required) and implement the new updates. Testing of new upgrades should be provided and if necessary, a sandbox version shall be utilized so that GoCD operations are not

disrupted for long periods of time. If GoCD decides that further training is needed to learn about updates or other changes to the system, the bidder shall provide this training at an agreed rate card.

## 2. REQUIREMENTS

### 1. Business Requirements

No.	Requirements	Provide description of the solution vis-à-vis requirement	Comments/dependencies/Limitation
1.1	<b>Document Life Cycle:</b> The Digital Signature solution must provide and manage Operators Permit certificates lifecycle and GoCD’s internal documents.		
1.2	<b>Unique ID:</b> The solution must link to the unique Identity Number (ID) for each document digitally signed.		
1.3	<b>Reminders and Notifications:</b> The solution must provide the functionality to sign documents digitally and easily send documents for digital signature. This should include the ability to provide real-time visibility into the status of a document including send reminders and notifications		

No.	Requirements	Provide description of the solution vis-à-vis requirement	Comments/dependencies/Limitation
1.4	<p><b>Embedded Audit Trail:</b> An audit trail of the document workflow information must be retained for proof of compliance, from initiation to completion. The solution must provide the ability to independently verify and archive the e-signature/digital signature. This is important even when the contract between PIU and the service provider has ended. PIU and its stakeholders will not have to go online to access or verify the digitally signed document. The solution must therefore embed the digital signatures, time stamping and audit trail directly in the document. The solution should also provide the ability for GoCD to index, store, and retrieve the digitally signed document in the system of record of our own choosing, not only limited to the service provider's cloud storage.</p>		
1.5	<p><b>Signature Validation:</b> The implemented solution must be able to detect illegal changes in the document and invalidate all signatures already on the document.</p>		
1.6	<p><b>Signature Block:</b> The solution must be able to add signature blocks and initialization all document formats and automatically convert to PDF for signature.</p>		
1.7	<p><b>Security Tamper -proof: The</b> Solution must offer a tamper- proof seal on each document proving that the document was not changed during the signing process.</p>		
1.8	<p><b>Multiple Signature:</b> The solution must offer multiple signatures - Authorized users can configure who the signatory or signatories of a document.</p>		
1.9	<p><b>GoCD Signature Block:</b> The solution must offer configuration with RSR identity/Brand/Logo and signature</p>		

No.	Requirements	Provide description of the solution vis-à-vis requirement	Comments/dependencies/Limitation
1.10	The solution must be in compliance with GoCD legal Acts & policies		

## 2. Technical Requirements

No	Technical Requirements	Provide description of the solution vis-à-vis requirement	Comments/dependencies/Limitation
2.1	<p><b>Support &amp; Maintenance:</b></p> <p>The Service Provider must be able to provide technical support to the administrators of the solution should the need arise.</p>		
2.2	<p><b>Cloud-Based Solution:</b> The Solution must be provided as a Cloud- Based SaaS or other technologies solution as agreed with the GoCD. A detailed rationale must be provided by the provider who decided to select another</p>		
2.3	<p><b>Devices Based:</b> The solution must be able to operate on any device/smart mobile device. Allow and enable users to review and sign documents using any mobile devices.</p>		
2.4	<p><b>Local Presence:</b></p> <p>Solution provider must have local support presence and locally hosted</p>		
2.5	<p><b>User authentication:</b></p> <p>The solution should authenticate users using multifactor authentication prior to signing. The solution must also tie that authentication to the e-signature/digital signature and the signed record. Furthermore, the solution must support various authentication mechanisms including usernames and passwords, tokens, challenge-response, email verification through e-sign session invitation, integration with active directory, digital certificate, etc.</p>		

No	Technical Requirements	Provide description of the solution vis-à-vis requirement	Comments/dependencies/Limitation
2.6	<p><b>Platform security:</b></p> <p>The solution must provide data encryption for data transit and at rest with Transport Layer Security (TLS) connections and AES 256-bit encryption, Public Key Infrastructure (PKI) tamper-evident seal, as well as signature verification and unalterable capture of signing actions and completion status. Detect any subsequent alterations or corruption of the signed data message in the document. In addition, the service provider must comply with regulatory, industry and IT standards for security and data protection including ISO 27001, SOC 1/2/3, FIPS 140-2, POPIA, Cloud Security Alliance.</p>		

### 3. Integration Requirements

---

No.	Integration Requirements	Provide description of the solution vis-à-vis requirement	Comments/dependencies/Limitation
3.1	<p><b>Active Directory (AD) Integration:</b></p> <p>The solution should provide the functionality to add the names, Active Directory groups and</p>		
3.2	<p><b>DMS Integration:</b> The solution must be able to integrate with Document Management System (DMS) solutions such as SharePoint etc. The solution should be able to provide digital signature capability for the documents within platforms including, but not limited to SharePoint and as a stand- alone</p>		

No.	Integration Requirements	Provide description of the solution vis-à-vis requirement	Comments/dependencies/Limitation
3.3	<b>Integration with other Systems:</b> The solution must be able to integrate with existing applications of GoCD, financial systems and GoCD core operations application current under development/configuration.		
3.4	<b>Integration MS &amp; Adobe products:</b> The solution must be able to integrate with MS Office products such as MS Word, Excel, PowerPoint, as well as Adobe pdf documents		

#### 4. Functional Requirements

No.	Integration Requirements	Provide description of the solution vis-à-vis requirement	Comments/dependencies/Limitation
4.1	The solution must be able to retrieve the current date and time from a central, trusted source such as the server or a timestamp authority		
4.2	The solution must have the ability to ensure that documents are routed to the right people and reroute a document back to the originator who would have the source document.		
4.3	The solution must allow user validation through password protection and other identity mechanisms.		
4.4	The solution must be able to synchronise with any security protocols for user digital key management.		
4.5	The solution must be able to verify that the signatory’s certificates has not been modified or revoked upon signature verification and that the signatory’s certificate was valid at the time of signing.		
4.6	The solution must provide a signature certificate(s) that has court-admissible validity data in line with the requirements of the		

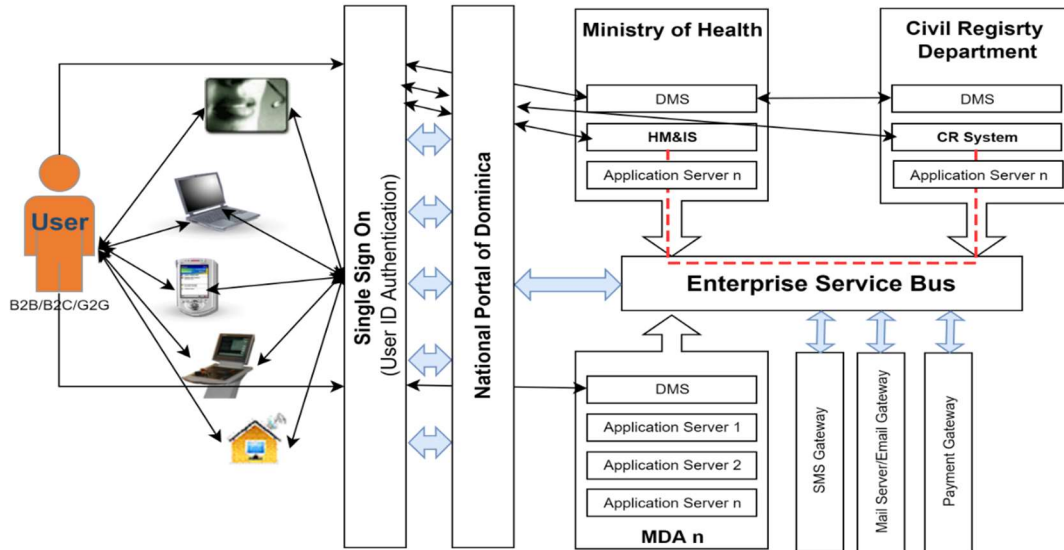
No.	Integration Requirements	Provide description of the solution vis-à-vis requirement	Comments/dependencies/Limitation
	electronic signature Act and relevant policies of GoCD		
4.7	The solution must be able to sign the Microsoft Word, Microsoft Excel file, Microsoft PowerPoint, Adobe Reader file formats.		
4.8	The solution must provide a unique signature for each user.		
4.9	The solution must allow a user to embed a digital signature anywhere directly into the document.		
4.10	The solution must allow multiple page signatures to be placed into a document if such is required.		
4.11	The solution must not allow a document to be edited once a document has been signed by all signatories but must allow the capability to insert comments on completed signed document.		
4.12	The solution must automatically detect modifications to documents after the document was signed. Documents that have been changed or altered must be invalidated.		
4.13	The solution must automatically embed certificate data to support long-term validation.		
4.14	The solution must automatically detect modifications to documents after the document was signed. Documents that have been changed or altered must be invalidated.		
4.15	The solution must keep an audit trail of every action in a document and ensure the audit trail is logged and secured.		
4.16	The solution must validate all signatures, confirming the identity of everyone who signed the document.		
4.17	The solution must provide encrypted copy protection and certificates/signatures, which makes it impossible to copy, cut and paste signatures into other documents.		
4.18	The solution must provide customised security level specifications that provide complete control over documents.		
4.19	The solution must provide the option to convert the document to PDF-format.		



No.	Integration Requirements	Provide description of the solution vis-à-vis requirement	Comments/dependencies/Limitation
4.20	The solution must work on the Microsoft Windows 10 and later Microsoft operating systems		
4.21	The solution must allow users to sign documents using the Android mobile device and Apple iOS mobile devices.		
4.22	The solution should be able to collect multiple signatures and add multiple page signatures to a document at once		
4.23	The solution must verify the recipient of the document to be signed		
4.24	The solution must have the capability to create / add a new signature(s) to a document and to perform batch signing of different documents at once		
4.25	The solution must be able to apply security to a document to prevent it from being changed after it was signed and to prevent the document signature from being used elsewhere.		
4.26	The solution must be user friendly. The registration or sign-up process of the signature should be seamless and easy. The digital signature solution should be easy to use with limited to no training required.		

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

The Digital Signature is envisaged to be, integrated, interoperable and accessible solution for the government, citizen, and business at large. The high-level architecture as envisaged illustrates interlinking of the cross-cutting areas as described below. The Digital Signature solution MUST be supplied and configured to implement the following architecture.



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

The Supplier for Digital Signature solution MUST provide for the following management, administration, and security features at the overall System level in an integrated fashion.

- Installation, Configuration and Change Management
- Operational Monitoring, Diagnostics, and Troubleshooting
- User Administration and Access Control; User and Usage Monitoring and Audit Trails
- System and Information Security and Security Policies
- Back-up and Disaster-Recovery

The Supplier should provide an SOP/Guideline document for above activities which upon approval by the Purchaser shall be used to perform the task

## C. SERVICE SPECIFICATIONS – SUPPLY & INSTALL ITEMS

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

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

- Detailed Analysis: The Supplier must provide following documentations
  - *System Design Document;*
  - *System Requirements Specification;*
  - *Interface Requirements Specification);*

- *Software/System Test Descriptions;*
- *Software/System Test Plan*
  
- Physical Design:
  - *Software Design Description*
  - *Interface Design Document*
  - *Database Design Document*
  
- Integrated System:
  - *User’s Manual;*
  - *Operations Manual;*
  - *Source Code documentation;*

## **2.2 Software Customization / Development**

The Supplier MUST perform Software Customization / Development, as applicable, using a formal software development methodology preferably open standard technology or tools.

## **2.3 System Integration (to other existing systems)**

The Supplier MUST perform the Integration Services as shown in the architectural requirement section

## **2.4 Training and Training Materials**

The Supplier MUST provide the following Training Services and Materials at user, technical and management level.

(The number of trainees to be trained for each category shall be determined after the BPR)

## **2.5 Data Conversion and Migration**

Apart from the system document described above, the Supplier MUST prepare and provide the following Documentation.

- End-User Documents including training materials, SOPs/Guidelines for operations, etc.
- Technical Documents describing system specification documents, etc.

## **2.6 Documentation Requirements**

Apart from the system document described above, the Supplier MUST prepare and provide the following Documentation.

- End-User Documents including training materials, SOPs/Guidelines for operations, etc.
- Technical Documents describing system specification documents, etc.

## 2.7 Requirements of the Supplier’s Technical Team

The Supplier MUST maintain a technical team of the following roles and skill levels during the Supply and Installation Activities under the Contract:

Expert Title	Role	Phases in charge
Team Leader	<ul style="list-style-type: none"> <li>• Manage the implementation activity and coordinate the business analysis, project management and technical tasks among the project team</li> <li>• Act as a liaison between PIU, GoCD and Consultation from to perform project tasks according to the planned schedule and deliverables</li> </ul>	All
Business Analyst/Solution Architect	<ul style="list-style-type: none"> <li>• Conduct requirements &amp; Solution analysis</li> <li>• Design the solution architecture for implementing the DS</li> </ul>	2,3,4
Technical Support Engineer	<ul style="list-style-type: none"> <li>• Conduct training on DS functionalities and utilization and train power users to provide regular technical support</li> <li>• Implement the DS solution for different level of users (Regular user, Power user, Admin user)</li> <li>• Provide technical support services to all users</li> <li>• Manage the digitization of documents and emails</li> <li>• Assist in the Integration process of DS with the GoCD selected software applications</li> </ul>	5,6,7,9
Change Management and Training Expert	<ul style="list-style-type: none"> <li>• Assist in the training needs assessment activities</li> <li>• Participate in identifying the potential change management activities which will take place during the DS implementation</li> </ul>	2, 8

<b>Expert Title</b>	<b>Role</b>	<b>Phases in charge</b>
	<ul style="list-style-type: none"><li>• Design the new business flow AS/To Be with directed coordination with the business analyst</li></ul>	

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

### **3.0 General Technical Requirements**

- a. Language Support: All information technologies must provide support for the business language of the end-user i.e., English. Specifically, all display technologies and software must support the ISO ISO/IEC 8859-1:1998-character set and perform sorting according to [insert: appropriate standard method].
- b. Electrical Power: All active (powered) equipment must operate on [specify: voltage range and frequency range, e.g., 220v +/- 20v, 50Hz +/- 2Hz]. All active equipment must include power plugs standard in Purchaser’s Country.
- c. Environmental: Unless otherwise specified, all equipment must operate in environments of 10-30 degrees centigrade, 20-80 percent relative humidity, and 0-40 grams per cubic meter of dust.
- d. Safety:
  - Unless otherwise specified, all equipment must operate at noise levels no greater than 55 decibels.
  - All electronic equipment that emits electromagnetic energy must be certified as meeting US FCC class B or END 55022 and END 50082-1,

### **3.1 Computing Hardware Specifications**

The Supplier shall propose a properly sized computing hardware specifications once the completion of the system study. Accordingly, GoCD will be able to provide hardware and necessary equipment as per the specifications to be finalized by the successful bidders within reasonable timeframe. Till the time development environment is provided by GoCD during the development stage, the Supplier shall make their own arrangements.

The Supplier shall install the Digital Signature solution and commission the same as appropriate for each of development/testing/staging/production

### **3.2 Network and Communications Specifications**

GoCD shall provide the necessary network and communication facilities in the DC/DR as well as for users in the MDAs

### **3.3 Ancillary Hardware Specifications**

GoCD shall provide the necessary ancillary hardware facilities for the DC/DR as well as for users in the MDAs

### **3.4 Standard Software Specifications**

GoCD shall provide the necessary standard software to host and run Digital Signature solution for the DC/DR as well as for users in the 3 Hospital and 39 PHCs

### **3.5 Consumables**

It shall be the responsibility of GoCD

### **3.6 Other Non-IT Goods**

It shall be the responsibility of GoCD

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

---

The acceptance and commissioning of the Digital Signature solution in the MDAs is explained as under;

### **4.1 Pre-commissioning Tests**

The Supplier shall perform following test including but not limited to:

1. Submit for approval, a User Acceptance Testing Plan with test cases to ensure that the assessment can be done to assure users that the system functions as required in the production environment.
2. Administer the test plans and obtain feedback.
3. Make changes to the application based on feedback given.
4. Prepare user manuals and associated training.
5. Provide support as needed to stakeholders as they conduct live simulations.
6. Make changes where necessary to refine the application based on stakeholders’ feedback and with the approval of GoCD

The test cycle should include the following:

1. **Unit Testing:** Carry out the unit testing to make sure each component and module of the system functions as designed.
2. **Integration Testing:** After all modules of the system are developed, integration testing is carried out to make sure that all modules function and perform as expected when working in combination.
3. **Load testing:** Since the application will be used by a large number of users in future, load testing will be performed to see how the system performs under heavy loads. This may require fine tuning the web server, application, application server, and/or the database server or network configuration.
4. **Recovery Testing:** One of the important aspects of an application is how well it can recover in case of a system failure, server shutdown, or service failure. Tests shall be carried out to see how well the system recovers from crashes and Architecture Functional failures.
5. **Security Testing:** Perform detailed security testing of the system. This involves a complete penetration test to make sure the application and the server is not vulnerable to any type of attacks such as SQL injection, XSS attacks, cross-site scripting, command Injection, file path traversal etc. This shall be done by using threat detection and vulnerability scanning software. Security audit needs to be repeated every time there is a code change done.



## 4.2. Operational Acceptance Tests

The following Operational Acceptance Testing (OAT) approach should be carried out by the Purchaser prior to system acceptance and signoff:

- Pursuant to GCC Clause 27 and related SCC clauses, the Purchaser (with the assistance of the Supplier) will perform the following tests on the System and its Subsystems following Installation to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance.
  - **Usability Testing:** Test the navigation between screens, user-friendliness, and workflows of each of the screens. Against this, if deficiencies are identified the interface may be redesigned during this testing phase based on feedback from the Client.
  - **Functional Testing:** A complete end to end functional testing cycle shall be run. During the functional test, actual processes, and all key functions of the HM&IS suites/modules/sub-modules shall be tested against the signed-off minimum business functional requirements, (end to end) to see if the system meets the requirements, stores data and generates reports properly.
  - **Acceptance Testing:** An end to end functional and quality of service (including security, performance, and robustness) will be completed by the Purchaser prior to any system sign off.
  - **OAT Test Script** – The Supplier shall create the OAT test cases and user scenarios to cover all core functionalities of the Digital Signature solution. In each test case, the supplier should write the manual test steps to be followed by the Purchaser’s test team. The Purchaser will use this set, in addition to their own developed OAT test cases to complete the tests.

Once the OAT is completed and signed-off by the GoCD, the Digital Signature solution should be made available into the production environment and commissioned in the MDAs in Dominica

## **F. SERVICE SPECIFICATIONS – RECURRENT COST ITEMS**

### **5.1 Warranty Defect Repair**

After the successful OAT and commissioning of the Digital Signature Solution, the Supplier shall perform the Operations & Maintenance (O&M) for 9months in which the Supplier shall

- Update the Digital Signature solution, as appropriate, based on user feedback/anomalies/defects or change requests as per the defined SOP
- Perform OAT and release the version after successful OAT
- Maintain the versions of Digital Signature solution application as per version control SOP

### **5.2 Technical Support**

The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the bidding documents).

- User support by setting up a central helpdesk and support in all the three government hospitals during the O&M period
- Technical Assistance smooth operations of the Digital Signature solution during the O&M period

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

The Supplier MUST provide a technical team apart from the Team Leader and Change Management & Training expert to cover the Purchaser’s anticipated O&M Activities Requirements.

Business Analyst cum technical support	2	Should be a Graduate with 5 years’ experience in Business analysis
Helpdesk Operator	2	Should be a Graduate with 5 years’ experience with good communication skills and well versed with computer operations and should be local

# Implementation Schedule

## Table of Contents: Implementation Schedule

---

<b>A.</b>	<b>Implementation Schedule Table .....</b>	<b>146</b>
<b>B.</b>	<b>Site Table(s) .....</b>	<b>Error! Bookmark not defined.</b>
<b>C.</b>	<b>Table of Holidays and Other Non-Working Days.....</b>	<b>Error! Bookmark not defined.</b>

### A. IMPLEMENTATION SCHEDULE TABLE

The engagement is envisaged for a total 18 months since contract signing to the O&M. Following is indicative implementation schedule for the Supplier to perform;

Indicative Activities	Time Period
Effective date of contract	T <sub>0</sub>
Mobilization	T <sub>0</sub> = 2 Weeks
Project kick-off	T <sub>1</sub> = T <sub>0</sub> + 1 Weeks
Business Analysis	T <sub>2</sub> = T <sub>1</sub> + 3 Weeks
Solution Architecture	T <sub>3</sub> = T <sub>2</sub> + 3 Weeks
System Specifications and requirements	T <sub>4</sub> = T <sub>3</sub> + 2 Weeks
Data Hosting	T <sub>5</sub> = T <sub>4</sub> + 1 Week
Licensing	T <sub>5</sub> = T <sub>4</sub> + 1 Week
Change Management and Training	T <sub>6</sub> = T <sub>5</sub> + 3 Weeks
Implementation of the System	T <sub>7</sub> = T <sub>6</sub> + 10 Weeks
Maintenance, Support and Continuing Services	T <sub>8</sub> = TBD





## System Inventory Tables

### Table of Contents: System Inventory Tables

---

**System Inventory Table (Supply and Installation Cost Items) [*insert: identifying number*].....Error! Bookmark not defined.**

**System Inventory Table (Recurrent Cost Items) [*insert: identifying number*] – *Warranty Period*.....Error! Bookmark not defined.**

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

The Supplier should also include any other component, which is not mentioned in the below table and deemed necessary for the achieving the objectives. Purchaser is not responsible if any item which is required by the solution proposed by the bidder is not included in the table below to meet the functionality mentioned in this bid document.

<b>Item No.</b>	<b>Item</b>	<b>Relevant Technical Specifications No.</b>	<b>Additional Site Information (e.g., building, floor, department, etc.)</b>	<b>Quantity</b>
1.	Business Analysis	As per Scope of Work defined	--	--
2.	Solution Architecture	As per Scope of Work defined	--	--
3.	System Specifications and requirements	As per Scope of Work defined	--	--
4.	Data Hosting	As per Scope of Work defined		
5.	Licensing	As per Scope of Work defined		
6.	Change Management and Training	As per Scope of Work defined		



<b>Item No.</b>	<b>Item</b>	<b>Relevant Technical Specifications No.</b>	<b>Additional Site Information (e.g., building, floor, department, etc.)</b>	<b>Quantity</b>
7.	Acceptance and commissioning	As per Scope of Work defined		

**Note:** - - indicates not applicable. “ indicates repetition of table entry above.

### SYSTEM INVENTORY TABLE (RECURRENT COST ITEMS)

Component No.	Component	Relevant Technical Specifications No.	Total Person-days
<b>1</b>	<b>Operations &amp; Maintenance</b>	<b>Sub Section. 2.7</b> Requirements of the Supplier’s Technical Team	
A	Business Analyst/Solution Architect		396
B	Technical Support Engineer		264
E	Change Management & Capacity Building Expert		132

## **Background and Informational Materials**

### **1. INTRODUCTION**

#### **1.1. Project Background**

---

The background to this assignment provides necessary context and perspective for the bidders to understand the purpose and importance of this assignment for the Government of Commonwealth of Dominica (GoCD). This is described as under.

Sitting halfway along the Eastern Caribbean archipelago, Dominica is located just a few miles from Martinique to the south and Guadeloupe to the north. Stretching 751 km<sup>2</sup> (290 square miles), Dominica boasts 148 km (91 miles) of coastal line. Dominica’s official name is the ‘Commonwealth of Dominica,’ which is mostly referenced in official communications and to further distinguish the island from the Dominican Republic, its northerly Caribbean sister. Dominica is the most northerly of the Windward Islands grouping.

The Government of the Commonwealth of Dominica (GoCD), after Hurricane Maria in September 2017, has instituted resilience as a central theme to the country’s rebuilding efforts and socioeconomic development plans, with the aim to make Dominica the first climate resilient country in the world. The hurricane resulted in losses and damages of over 200 percent of GDP, with the telecom sector alone suffering over US\$40 million in losses and damages. Furthermore, the GoCD lost data and records and suffered losses beyond its infrastructure, highlighting the need to make the government more resilient so that it can better prepare for and respond to incidents and restore operations and services quickly.

The Government recognizes the role digital technologies and solutions can play in strengthening the island and its inhabitants’ climate resilience, as well as the importance of integration with the global digital economy to expand markets and drive sustainability of businesses, government, and individuals. In view of this it has formulated the digital strategy viz. “Dynamic Dominica” which gives emphasis to establish an integrated, interoperable and resilient digital infrastructure and service delivery platform for the government, citizens and business to deliver various services.

The GoCD’s recovery and resilience building efforts include development of a Government Wide Area Network, and nodal digital infrastructure to lay the foundations for digitization of government. The GoCD has engaged in a partnership with Digicel Dominica Ltd. to connect all government service locations (Government offices, schools, hospitals, and health centers) to high-speed connectivity delivered using fiber optic networks. The network, being developed under the partnership, will provide multiple

layers of redundant connectivity—underground and overhead fiber, microwave, and satellite at key locations—in addition to cloud services to host Government data and services. The government connectivity project includes development of a primary data center to host the government cloud and applications, as well as a secondary location to serve as a backup site.

The improved connectivity can be leveraged to develop digital government services and increase the level of digitization of government operations, which is currently lagging. Currently Dominica lacks the enablers of digital government, including an enterprise architecture, interoperability framework, identification, and authentication, but has a recently built limited government payment portal. Uniquely and securely identifying residents through a digital ID is fundamental to enable access to digital services, both public and private, but the current ID ecosystem in Dominica is fragmented and not interconnected. In order to fully utilize and benefit from investments in cross-cutting enablers and specific digital government services, there is also a need for legal and regulatory reforms across key areas of the digital economy. These enabling environment improvements are a key first step towards removing roadblocks to improved adoption of digital services among individuals and businesses, as well as contributing to the development of digital applications and services by emerging entrepreneurs in Dominica.

The Caribbean Digital Transformation Project (CARDTP or the Project) is funded through the World Bank and aims to enhance the use of technology in the public sector as well as the private sector to conduct business transactions, build a robust and resilient IT infrastructure and to develop modern platforms to facilitate and enhance these business transactions. The development objectives are to contribute to increased access to digital connectivity, digital public services and the creation of technology enabled businesses and jobs in Dominica.

National-level activities are financed from an IDA credit to Dominica in the amount of SDR20,500,000 (equivalent to US\$28.0 million). The CARDTP comprises four components that address key bottlenecks and harness opportunities to develop the Eastern Caribbean Digital Economy as a driver of growth, job creation and improved service delivery.

The Program is also financed through a regional IDA grant and implemented by a regional Project Implementation Unit (RPIU) housed at the Organisation of Eastern Caribbean States (OECS). RPIU will work with other regional institution stakeholders as relevant depending on the technical area being supported. Regionally implemented activities will focus on strengthening the enabling environment to promote investment, competition, and innovation in telecoms and digital financial services, regional cybersecurity collaboration, and a modernized and harmonized data protection and privacy regime across the region. It will also be complemented by a regional level advanced digital skills program open to high potential digital specialists from Dominica.

It aims to ensure that every individual and business in Dominica is empowered with the access to broadband, digital financial services, and skills needed to actively participate in an increasingly digital marketplace and society. It leverages public sector modernization and digitization to improve service delivery and to drive creation of a digital culture across Dominica.

To support the improved management of digital risks, the project shall bolster cybersecurity policy, capacity, and planning tools in the region. It will facilitate technology adoption to improve productivity of flagship industries and create demand for digitally enabled jobs. It aims to foster regional integration and cooperation to capture the economies of scale and scope required to increase impact and value for money of the project interventions and to create a more competitive, seamless regional digital market to attract investment and provide room for growth of digital firms.

## **1.2. Project Components**

---

A brief description of the project components is as follows:

### **1.2.1. Component 1: Digital Enabling Environment**

This component shall support the development of a positive enabling environment for Dominica’s digital economy that drives competition, investment and innovation while promoting trust and security of online transactions. It will focus on legal, regulatory and institutional reforms consistent with global best practice to support modernization of the telecommunications and digital financial services sectors while mitigating growing risks of a digital economy including cybersecurity and data protection and privacy.

1.1 -Telecommunications: Legal and Regulatory Environment, Institutions and Capacity Support

1.2 - Digital Financial Services: Legal and Regulatory Environment, Institutions, and Capacity

1.3 -Cybersecurity, Data Protection and Privacy: Legal and Regulatory Environment, Institutions and Capacity Support

### **1.2.2. Component 2: Digital Government Infrastructure, Platforms and Services**

This component shall support public sector modernization, resilience and delivery of digital public services to individuals and businesses. It will aim to ensure that Dominica has put in place the core infrastructure, platforms, institutions and human capacity needed to efficiently and effectively manage internal government operations, and to build on these core enablers to make public services widely accessible online from anywhere within the country, region or across the globe. It will also prepare Dominica’s government for deeper interconnectivity and interoperability of data and information systems across borders to smooth administration of regional trade, immigration and other services. Finally, it will aim to ensure continuity of government operations and services, enable real-time data

driven decision making and ability to rapidly target and deliver payments and social services to citizens and businesses in the event of natural disasters.

2.1 – Development of Cross-Cutting Enablers of Digital Government Operations and Services

2.2 - Government Productivity Platforms and Citizen-Centric Digital Services

### **1.2.3. Component 3: Digital Skills and Technology Adoption**

This component aims to better equip individuals and businesses in Dominica for the jobs and economy of the future and to spur innovation and productivity growth. It aims to create a pool of advanced digital talent to better position Dominica to attract investment by digital firms. It takes a comprehensive supply and demand side approach, supporting greater technology adoption and utilization of digitally enabled business models to drive demand for newly skilled employees and well as making connections with global employment opportunities through online working platforms.

3.1 - Workforce-Ready Digital Skills

3.2 - Technology Adoption

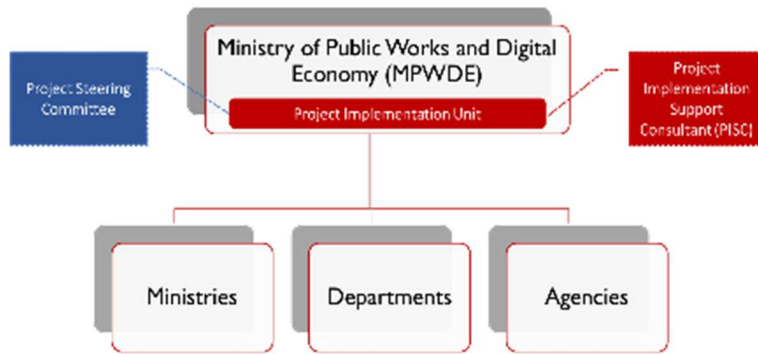
### **1.2.4. Component 4: Project Implementation Support**

This component includes support to the Project Implementation Unit (PIU) for the implementation and management of national level project activities, including for staffing of the PIU, capacity building and training initiatives as well as recruitment of a technical advisory and implementation support firm. Key technical functions to be supported can include but will not be limited to project manager, technical specialists, procurement specialists, financial management specialist, environmental and social safeguards specialists, monitoring and evaluation and communications.

## **2. INSTITUTIONAL ARRANGEMENTS**

The Project is being implemented by the Project Implementation Unit (PIU) that is housed in and falls under the Ministry of Public Works and the Digital Economy (MPWDE or the Client) oversight. The PIU is responsible for the overall implementation of the Project with emphasis on reporting and monitoring and evaluation, financial management, contracts management, safeguards oversight, and procurement.

The PIU reports to the Project Steering Committee (PSC) for the lifetime of the Project. PSC is responsible for coordinating and managing all the technical aspects of the Project, facilitating inter-ministerial coordination, and implementing digital initiatives across the various Ministries, Departments and Agencies (MDAs) of the GoCD. The PIU shall support development of key policies and regulations and inter-agency coordination to enable consensus building together with other key agencies like the ICT Unit and the Digital Transformation Unit of the GoCD. Core technical responsibilities include adoption of digital technologies, effective coordination of departmental information system development and implementation. The PSC will determine if technical committees are required for policy formulation and convene such committees as necessary (i.e., for Cybersecurity, Data Protection and Privacy, Service Delivery, e-Payments, Digital Identity, Interoperability, etc.).



The PIU is also responsible for promoting change management practices, stakeholder engagement and development and delivery of effective programs for digital Government skills enhancement, knowledge exchange and awareness-raising. For the purpose of better coordination and effective and efficient implementation of all Project activities, focal points at MDAs have been established.

Ad-hoc bid evaluation / selection committees are established in consultation with MoPWDE and MDAs and generally consists of 3-5 qualified members each who are normally the Procurement Officer and experts delegated by respective MDAs depending on the required expertise and the procurement scope and complexity.

Under this project, PIU has engaged an Implementation Support Firm as Project Implementation Support Consultant (PISC) largely to address the Component-4 of the project. The PISC supports the PIU in carrying out on-the-ground and remote day-to-day activities to ensure the Project Objectives are achieved in the most efficient, cost-effective and well-coordinated manner. The institutional arrangement is illustrated as above;

Taking cognizance to the above background and towards its spree of Digital Dominica, the GoCD has a mandate to deliver a more efficient and effective way of doing business and transactions in Dominica. In view of this, GoCD has decided to implement an integrated, interoperable and resilient Digital Signatures in Commonwealth of Dominica for the use of government, citizens and business at large. The MPWDE through its PIU has taken up the responsibility of implementing the same, under Caribbean Digital Transformation Project,

by engaging a competent and competitive Supplier. The objectives and scope for the Supplier are described in the sections above.



---

**DEVELOPMENT, ESTABLISHMENT AND ADOPTION OF A DIGITAL  
SIGNATURE FRAMEWORK, DM-MPWDE-306476-GO-RFB**

**BID - LOT – 2**

**“Implementation of the e-Office for Document  
Management System (DMS)”**

**Technical Requirements**

## Table of Contents

1.	<b>Objectives</b> .....	Error! Bookmark not defined.
2.	<b>Scope of Work</b> .....	Error! Bookmark not defined.
1.1...	Track-1: To design & develop an integrated, interoperable and resilient e-Office for DMS .....	<b>Error! Bookmark not defined.</b>
A.	Current Status.....	<b>Error! Bookmark not defined.</b>
B.	The envisaged solution .....	<b>Error! Bookmark not defined.</b>
1.	Implementation of e-Cabinet .....	<b>Error! Bookmark not defined.</b>
2.	Implementation of Electronic File Management System (eFile).....	<b>Error! Bookmark not defined.</b>
3.	Implementation of Document Management System (DMS) ...	<b>Error! Bookmark not defined.</b>
4.	Integration with existing systems and other modules.....	<b>Error! Bookmark not defined.</b>
5.	Digitization of the paper records .....	<b>Error! Bookmark not defined.</b>
1.2...	Track-2: Piloting and Roll-out of DMS .....	<b>Error! Bookmark not defined.</b>
1.3...	Track-3: Capacity Building.....	<b>Error! Bookmark not defined.</b>
1.4...	Track-4: Operations and Maintenance.....	<b>Error! Bookmark not defined.</b>
3.	<b>Design and Implementation considerations</b> .....	Error! Bookmark not defined.
4.	<b>External Interface Requirements</b> .....	Error! Bookmark not defined.
A.	User Interfaces .....	<b>Error! Bookmark not defined.</b>
5.	<b>Functional Requirements for DMS/e-Office Platform</b> ...	Error! Bookmark not defined.
6.	<b>Software Interfaces</b> .....	Error! Bookmark not defined.
7.	<b>Communication Interfaces</b> .....	Error! Bookmark not defined.
8.	<b>DMS/e-Office Quality Attributes</b> .....	Error! Bookmark not defined.
A.	User Friendly .....	<b>Error! Bookmark not defined.</b>
9.	<b>System Architecture</b> .....	Error! Bookmark not defined.
10.	<b>Response Time</b> .....	Error! Bookmark not defined.
11.	<b>Storage</b> .....	Error! Bookmark not defined.
12.	<b>Integrity</b> .....	Error! Bookmark not defined.
13.	<b>Scalability</b> .....	Error! Bookmark not defined.
14.	<b>Availability</b> .....	Error! Bookmark not defined.
15.	<b>Safety Requirements</b> .....	Error! Bookmark not defined.
16.	<b>Security Requirements</b> .....	Error! Bookmark not defined.
A.	User authentication .....	<b>Error! Bookmark not defined.</b>

B.	User authorization.....	<b>Error! Bookmark not defined.</b>
C.	Access Control to Folders and Documents.....	<b>Error! Bookmark not defined.</b>
D.	Documents Privacy.....	<b>Error! Bookmark not defined.</b>
E.	Documents Integrity.....	<b>Error! Bookmark not defined.</b>
F.	Audit Log.....	<b>Error! Bookmark not defined.</b>
<b>17.</b>	<b>Document Workflow.....</b>	<b>Error! Bookmark not defined.</b>
<b>18.</b>	<b>Archiving .....</b>	<b>Error! Bookmark not defined.</b>
<b>19.</b>	<b>Exporting, Importing, and Transfer .....</b>	<b>Error! Bookmark not defined.</b>
	Notes on preparing the System Inventory Tables .....	<b>Error! Bookmark not defined.</b>
<b>1.</b>	<b>Introduction.....</b>	<b>Error! Bookmark not defined.</b>
1.1...	Project Background.....	<b>Error! Bookmark not defined.</b>
1.2...	Project Components .....	<b>Error! Bookmark not defined.</b>
A.	Component 1: Digital Enabling Environment ...	<b>Error! Bookmark not defined.</b>
B.	Component 2: Digital Government Infrastructure, Platforms and Services <b>Error! Bookmark not defined.</b>	
C.	Component 3: Digital Skills and Technology Adoption .	<b>Error! Bookmark not defined.</b>
D.	Component 4: Project Implementation Support	<b>Error! Bookmark not defined.</b>
<b>2.</b>	<b>Institutional Arrangements.....</b>	<b>Error! Bookmark not defined.</b>
	<b>Annexure 3A. Details of the documents to be digitized ....</b>	<b>Error! Bookmark not defined.</b>
	<b>LOT-2.....</b>	<b>Error! Bookmark not defined.</b>
<b>1.</b>	<b>Scope of Work .....</b>	<b>Error! Bookmark not defined.</b>
<b>2.</b>	<b>Requirements .....</b>	<b>Error! Bookmark not defined.</b>
1. ....	Business Requirements .....	<b>Error! Bookmark not defined.</b>
2. ....	Technical Requirements.....	<b>Error! Bookmark not defined.</b>
3. ....	Integration Requirements.....	<b>Error! Bookmark not defined.</b>
4. ....	Functional Requirements .....	<b>Error! Bookmark not defined.</b>
<b>3.</b>	<b>Contract Duration and Estimated Time Input ..</b>	<b>Error! Bookmark not defined.</b>
<b>4.</b>	<b>Client’s Contribution.....</b>	<b>Error! Bookmark not defined.</b>
	Annexure 1. Preliminary List of Legislation, Policies and Regulations for the Selected Areas .....	<b>Error! Bookmark not defined.</b>
	Annexure 2. Project Development Objective Indicators .....	<b>Error! Bookmark not defined.</b>
	Annexure 3. Intermediate Results Indicators by Components...	<b>Error! Bookmark not defined.</b>

## **A. ACRONYMS USED IN THE TECHNICAL REQUIREMENTS**

<b>Term</b>	<b>Explanation</b>
AI	Artificial Intelligence
AMC	Annual Maintenance Contract
API	Application Programming Interface
CARDTP	Caribbean Digital Transformation Project
CMC	Computer Maintenance Contract
DC	Data Centre
DMS	Document Management System
DOJ	Date of Joining
DQC	Data Quality Control
DR	Disaster Recovery Centre
DTAP	Development, Testing Acceptance and Production
E&M	Evaluation and Management
EGRIP	Electronic Government for Regional Integration Project
ESB	Enterprise Service Bus
FIFO	First In First Out
FRS	Functional Requirement Specification
GB	gigabyte
GoCD	Government of Commonwealth of Dominica
GPU	Graphics Processing Unit
HDMS	Helpdesk Management System
HOD	Head of Department
HRMS	Human Resource Management System
IC	Identity Card
ICT	Information and Communication Technology
ICU	Intensive Care Unit
IDA	International Development Association
INCITS	International Council on Information Technology Standards
ISO	International Organization of Standards
KB	kilobyte

<b>Term</b>	<b>Explanation</b>
LAN	Local area network
MDAs	Ministries, Departments and Agencies
MIS	Management Information System
MPWDE	Ministry of Public Works and the Digital Economy
MRD	Medical Record Department
MTTR	Mean time To Repair
NBS	National Bureau of Standards
NGO	Non-governmental Organization
NI	National Insurance
NIST	National Institute of Standards and Technology
O&M	Operations & Maintenance
OAT	Operational Acceptance Test
ODBC	Open Database Connectivity
OECS	Organization of Eastern Caribbean States
OLE	Object Linking and Embedding
OS	Operating system
OTP	One-Time Password
PID	Personal Identity Data
PISC	Project Implementation Support Consultant
PSC	Project Steering Committee
QR Code	Quick Response Code
RPIU	Regional Project Implementation Unit
SI	System Integrator
SLA	Service Level Agreement
SOP	Standard Operating Procedures
SoW	Scope of Work
SP	Service Provider
SQL	Structured Query Language
SRN	Service Request Number
SRS	Software Requirement Specification

<b>Term</b>	<b>Explanation</b>
SSO	Single Sign On
TAT	Turn Around Time
TC	Technical committee
UAT	User Acceptance Testing
UID	Unique Identification
UN	United Nations
Wi-Fi	Wireless Fidelity

## **B. FUNCTIONAL, ARCHITECTURAL AND PERFORMANCE REQUIREMENTS**

### **1.1 Legal and Regulatory Requirements to be met by the e-Office for DMS**

The e-Office for DMS MUST comply with the following laws and regulations:

#### **A. Cross-cutting Acts and Bills**

<b>N</b>	<b>Document Description</b>	<b>Link</b>
7.	Electronic Filing Act No 20 of 2013	<a href="http://www.dominica.gov.dm/laws/2013/Electronic Filing, 2013 ACT 20 of 2013.pdf">http://www.dominica.gov.dm/laws/2013/Electronic Filing, 2013 ACT 20 of 2013.pdf</a>
8.	Electronic Evidence Act No 13 of 2010	<a href="http://www.dominica.gov.dm/laws/2010/Electronic Evidence no. 13.pdf">http://www.dominica.gov.dm/laws/2010/Electronic Evidence no. 13.pdf</a>
9.	Electronic Funds Transfer Act No 17 of 2013	<a href="http://www.dominica.gov.dm/laws/2013/Electronic Funds Transfer Act, 2013 ACT 17 of 2013.pdf">http://www.dominica.gov.dm/laws/2013/Electronic Funds Transfer Act, 2013 ACT 17 of 2013.pdf</a>
10.	Electronic Transactions Act No 19 of 2013	<a href="http://www.dominica.gov.dm/laws/2013/Electronic Transactions Act, 2013 Act 19 of 2013.pdf">http://www.dominica.gov.dm/laws/2013/Electronic Transactions Act, 2013 Act 19 of 2013.pdf</a>
11.	Electronic Crimes Bill Fourth Draft 6 October 2011	Will be provided as required
12.	Data Protection Bill Fourth Draft 6 October 2011	Will be provided as required

### **1.2 Business Function Requirements to be met by the e-Office for DMS**

#### **1. OBJECTIVES**

The implementation of the e-Office for Document Management System (DMS) is categorised into four (4) objectives. These are described as follows:

Objective-1	1.1. To design & develop an integrated, interoperable and resilient e-Office for DMS in Ministries, Department and Agencies (MDAs) of commonwealth of Dominica including but not limited to: <ol style="list-style-type: none"> <li>1. Implementation of e-Cabinet</li> <li>2. Implementation of e-File</li> <li>3. Implementation of DMS</li> <li>4. Integration with existing systems and other modules</li> <li>5. Digitalization of the paper records</li> </ol>
Objective-2	2.1. To pilot & roll-out the DMS in; <ol style="list-style-type: none"> <li>1. Ministries</li> <li>2. Departments</li> <li>3. Government Agencies</li> </ol>

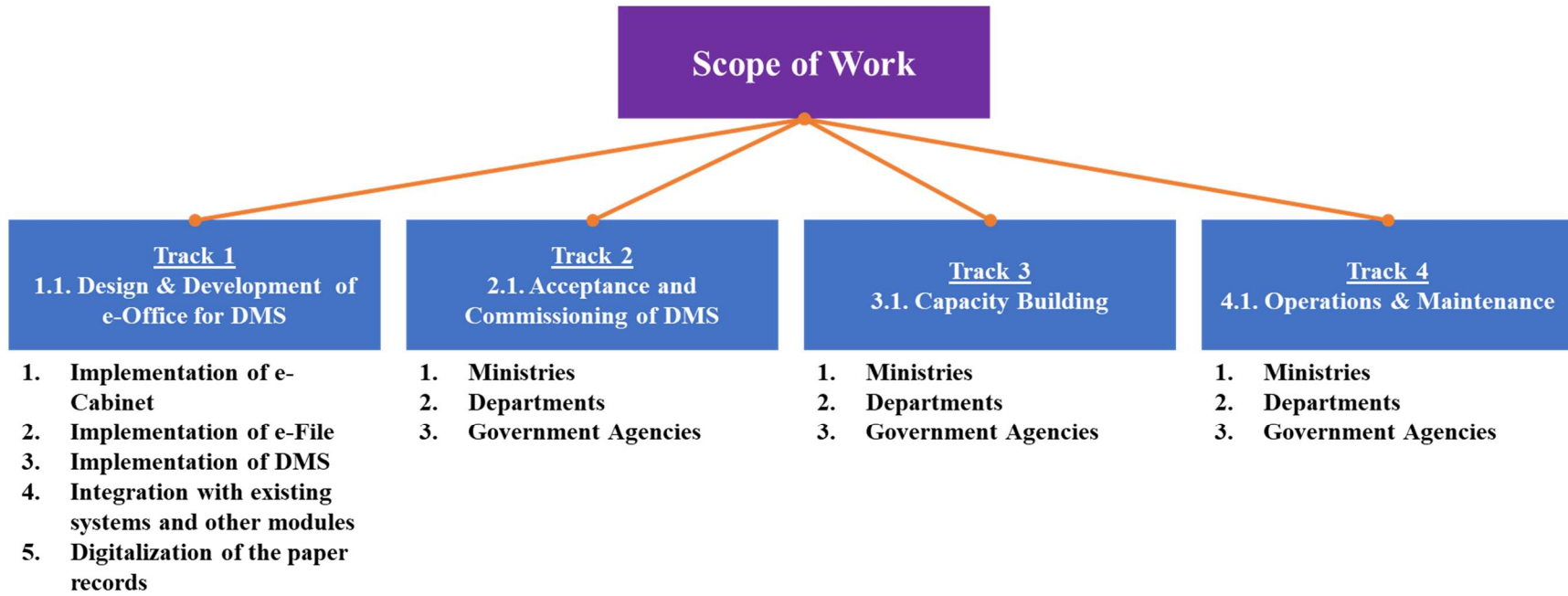
Objective-3	3.1. To conduct capacity building of the users of DMS including but limited to: <ol style="list-style-type: none"> <li>1. Ministers</li> <li>2. Senior Administrative Officers</li> <li>3. Officers and staff of all the MDAs</li> </ol>
Objective-4	4.1. To perform Operations & Maintenance (O&M) of the DMS for 1 year in: <ol style="list-style-type: none"> <li>1. Ministries</li> <li>2. Departments</li> <li>3. Government Agencies</li> </ol>

## 2. SCOPE OF WORK

Digital Strategy of Dominica emphasizes the digitalization of the public administration functions from paper based to electronic based to make it more efficient and resilient. In view of this, GoCD is keen to establish electronic workflow-based Document Management System (DMS) to transform Public Administration/Government Office into a digital office (e-Office).

In view of the above, this RFB seeks to engage a Supplier to carry out the implementation of an integrated, interoperable and resilient e-Office for DMS. The platform shall also align to meet the metrics defined in Project Development Objective (PDO) and Intermediate Results Indicators (Annexures 2 and 3 respectively). The Scope of Work (SoW) for the Supplier for achieving each objective is described in tracks as under:





## **2.1. Track-1: To design & develop an integrated, interoperable and resilient e-Office for DMS**

---

As part of the national digital strategy and post hurricane Maria which caused substantial loss to the government records, the GoCD is committed to making its public administrative functions more **efficient** and **resilient**. Towards this, GoCD desires to implement government-to-government interaction by interconnecting processes, automating official document flow among government entities for swift decisions making and storing the official records safely to make the administrative function resilient.

### **2.1.1. Current Status**

GoCD implemented a licensed based Document Management and Content Management System. This application can scan paper documents, import electronic files and email, then Optical Character Recognition (OCR), edit, and store the information in electronic format. The users can create, search and retrieve everything from a desk, from across town, or from the other side of the world. Outputting what is found is easy, too: Just print, fax, email or export information in just a couple of clicks. Currently, due to some licensing matter the application is limited to some basic use only. Moreover, this system could not be implemented across all the government entities to make the function seamless which further limited the use of this system.

This solution was integrated with SMARTSTREAM which is a project financial module of World Bank, for the provision of the employee Number that is generated from SMARTSTREAM which is a license based financial transaction management solution. Besides this, GoCD implemented a Human Resource Management System that records employee details including hires, transfers, terminations, etc.

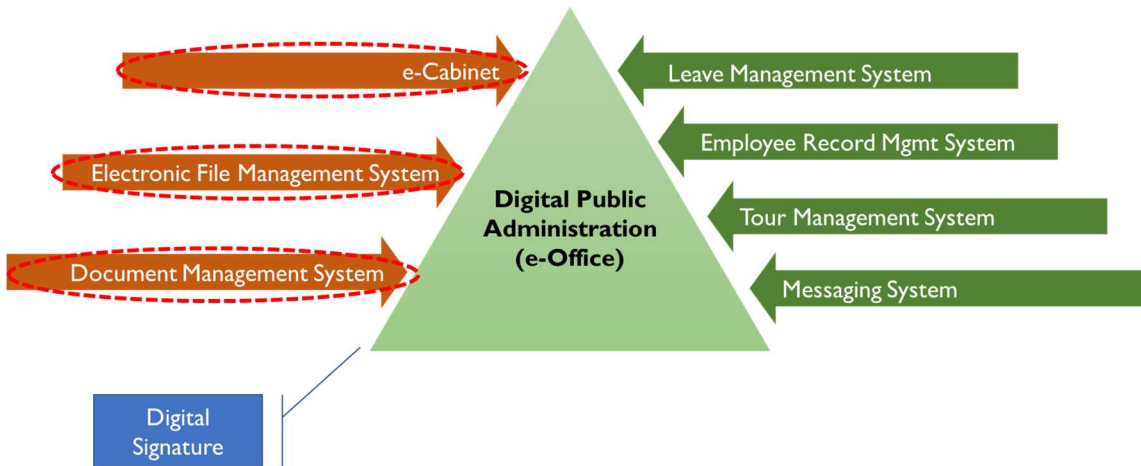
These individualistic initiatives did not serve the purpose of a resilient, fully integrated, and automated public administration office. Considering this GoCD is keen to implement fully functional e-Office platform to;

- Enhance and automate the process of decision making.
- Streamline the transmission process of official documents between government entities.
- Provide an efficient mechanism to track the progress of any transmitted documents or processes that require proper action, or deadline imposed on task.
- Provide digital repository of all the correspondences, paperwork, documents, etc. in digitized form and archived for accessing and using at any point of time by the government entity.
- Support search function for enabling the users to look for a particular document as needed.
- Enable the end-user to check the status of particular process and get alerted of incoming process or correspondence that needs certain action.

- Manage leaves, appraisal, tours, employee record, etc.
- Manage Cabinet questions and matters

### 2.1.2. The envisaged solution

In view of the learnings from the current system and towards fulfilling the vision of national digital strategy, GoCD has prioritized the implementation of modules for the e-office platform as illustrated in the schema below;



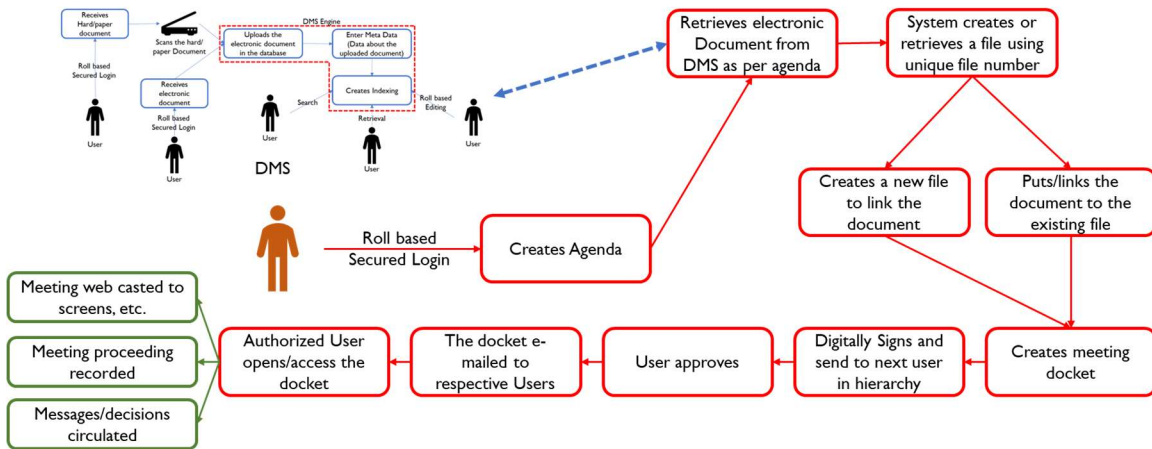
The GoCD envisages to implement e-Cabinet, Electronic File Management System (eFile) and Document Management System (DMS) on priority along with the provisioning of Digital Signatures as a function. Further, GoCD also desire to integrate the e-Office platform with its existing leave Management System, Employee Record Management System, Tour Management System and messaging system which are briefly explained in the section below.

#### 1. Implementation of e-Cabinet

This module is envisaged for automating the cabinet affairs like providing all relevant functionalities of cabinet like Pre-Meeting process of circulating volumes of papers, manual, etc. Post-Meeting process, electronic records of agendas and minutes. Helps the Permanent Secretaries and the designated officers only to circulate messages and other confidential information pertaining to Cabinet matters. High level process flow of the e-cabinet is expressed in the illustration below;

## e-Cabinet

This module automates the cabinet affairs by providing all relevant functionalities of cabinet like Pre & Post-Meeting process of circulating volumes of papers, manual, etc.



As seen in the illustration above, the e-Cabinet module extracts or retrieves the documents required as per agenda from DMS. After extracting the documents, it either creates a new file or links the extracted documents to an existing file as a docket for cabinet meeting. The docket is digitally signed by the authorized person and sent to the person as per the workflow for sending to the authorized recipients. The authorized persons using their USER ID and password access the docket.

The cabinet meeting is web casted to the screens during the cabinet meetings simultaneously the proceedings are recorded. Later the messages or the cabinet decisions are circulated for necessary action.

Following are the highlights of the key e-Cabinet processes including but not limited to;

### A. Cabinet Pre and Post Meetings Processes

#### Pre-Meeting Processes

The pre meeting processes involve the circulation of large volumes of paper to the Ministers with associated manual effort. In addition, the absence of integrated electronic systems results in duplication where data has to be captured electronically on a number of occasions, for example preparing briefings and agendas.

#### Post Meeting Processes

The current post meeting processes involve the preparation and circulation of volumes of paper associated with decisions, as well as manual compilation of the minutes.

#### Paper Based

Most of the processes within the Office of the Prime Minister and the Cabinet Secretariat are paper based resulting in large volumes of paper or data circulating in and out of the Office of the Prime Minister. The minutes and agendas are circulated manually for meetings with considerable time and effort involved. The meetings are also paper based with Ministers bringing on average 25 or less sheets of paper to the weekly meetings.

### **Room for increased efficiencies in the process**

The content contained in the agendas forms the basis of many other documents – decisions, briefing notes, and minutes. Because of the absence of integrated systems, the content is rekeyed, or at best, partially cut and re-pasted, to construct the main content of the decisions. The elimination of this duplication of effort would improve process efficiencies.

### **Search and Retrieval Issues**

There are electronic records of agendas and minutes; however, the main filing of all Cabinet documents is paper based. There is a drawback to this in that it can be time consuming for search and retrieval of related documents as well as hindering opportunities for cross referencing of associated documents and cabinet decisions.

**Proposed Cabinet Meeting:** The Cabinet meeting vision is described as follows:

- Each Minister/Cabinet Member will have his/her own touch screen device from which he or she will be able to access all relevant documentation. There will also be a central monitor displaying the agenda items under discussion at any particular time.
- The agenda and supporting documents will be available on screen for each Minister. Ministers will be able to bring substantially less paper to the meeting or dispense with paper entirely.
- Any agenda items and their supporting documents or extracts a Minister may wish to have in hard copy can also be printed for him or her in the Cabinet environment.
- An integrated e-mail facility will enable Ministers to receive (and reply to) urgent messages while a meeting is in progress.
- Where a sponsoring ministry provides a presentation to support an agenda item, this can be accessed via the minister’s device or on the main screen which follows the progress of the meeting displaying the item currently under consideration.
- Minutes will be automatically constructed and stored electronically. The option to print minutes will continue to be provided for archival and related purposes is always available.

The e-Cabinet shall have features including but not limited to;

- Access meeting materials on any device
- Review meetings and documents securely – both online and offline
- Annotate directly in meetings with both private and shared annotations
- Sign documents securely with eSignature
- Communicate securely with individual ministers or a group with the Conversations feature
- Securely cast your vote through the application for both meetings and resolutions
- Schedule meetings easily with automatic invitations and notifications
- Collate and distribute meeting packs including last-minute updates with a single click
- Automatically generate draft meeting minutes for further customization and finalization
- Track and manage action items
- Export meeting packs as a PDF for distribution and archiving
- Set fine-grained permission controls within the in-house Document Library at a folder, sub-folder and individual document level
- Send notifications to agenda contributors with important details
- Review rooms allow you to work with colleagues to approve documents before they go into the meeting pack

## **2. Implementation of Electronic File Management System (eFile)**

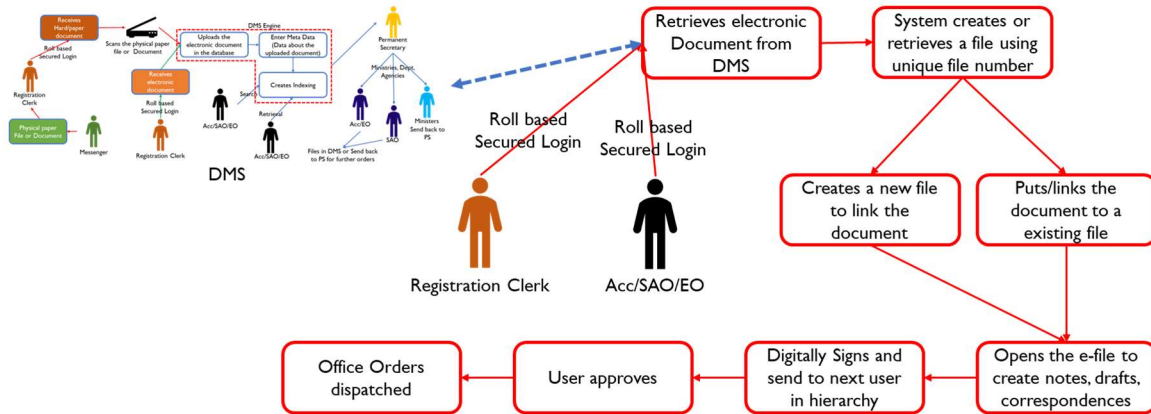
This module automates the processing of files and receipts. This includes creation of files (electronic and physical both kind of files), movement of files in the workflow, tracking of files and their management. The Workflow Automation should be built at enterprise level business process management and workflow automation that automatically routes the documents to their destination. The workflow automation should provide the following:

- Rule based processing incoming & outgoing documents and internal memos,
- Configured multi-level approvals
- Automatic creation of records based on documents
- Update records based on documents and
- Documents routing algorithm

High level process flow of the eFile system is expressed in the illustration below

## File Management System (eFile)

This module automates the processing of electronic files and receipts. This includes creation of files movement of files in the workflow, tracking of files and their management



The eFile module automates the file creation and its movement based on the defined workflow for necessary decisions and action thereof. As illustrated above the documents forming the part of a file are extracted from the DMS. All these files are collated and linked as file and a unique file number is given.

This file number is used to retrieve the file, add document, share, etc. this eFile created or retrieved can be used for creating notes, correspondences, etc. Once done, the notes, correspondences, etc can be digitally signed and send to the higher authority for approval or necessary orders as per workflow and decision-making process. Once the approval is done the eFile is send back as per the workflow for necessary office orders and action.

The eFile module shall have following characteristics;

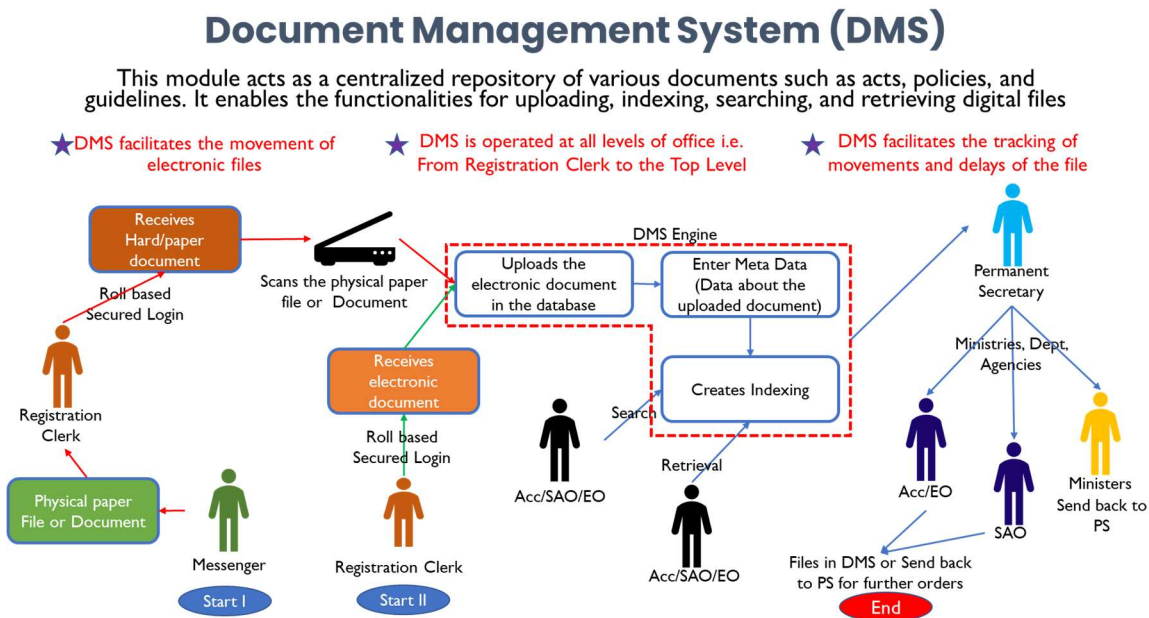
Workflow Management	<ul style="list-style-type: none"> <li>Workflow management provisions the movement of the eFiles based on the pre-defined path. It allows to defined the route based on the authority, office procedures, etc. it also allows to define actions at each point the efile reaches</li> </ul>
Automated Document Lifecycle Control	<ul style="list-style-type: none"> <li>It allows to manage the creation, storage, categorizing, metadata tagging, delivery or sharing, repurposing, review and reporting, archiving and / or destruction.</li> </ul>
Security	<ul style="list-style-type: none"> <li>The eFile module provisions the access control of the document by categorizing into Top Secret (TS), Secret, Confidential, Restricted, Official, Unclassified, Clearance, Compartmented information</li> </ul>
Content Personalization	<ul style="list-style-type: none"> <li>The eFile module allows to tailor the contents of the documents as per individual user’s characteristics or preferences. This means that eFile module gives an option of user preferences, history, etc. while working over the file.</li> </ul>
Document Retrieval	<ul style="list-style-type: none"> <li>Document retrieval is the process of extracting the documents from the storage or the archive based on the set of unstructured text, keywords, file no. etc. The eFile module provided an easy and user-friendly option for such functions.</li> </ul>

### 3. Implementation of Document Management System (DMS)

This module acts as a centralized repository of various documents such as acts, policies, and guidelines. It enables the functionalities for uploading, indexing, searching, and retrieving digital files for the Government. The indexing functionality must include the following features:

- Indexing of all documents
- Custom automatic document numbering
- Content recognition and indexing
- Indexing meta data
- Support innumerable formats
- Extendable meta data fields

High level process flow of the DMS system is expressed in the illustration below



The DMS can be used in two ways; in first way when a physical file is received and second way when an electronic file is received by email or pen drive. Both are illustrated in the figure above and explained as under:

#### Case I: When a physical paper file or document is received

- **Step 1 (Start I):** The messenger brings the physical file/letter/document/etc., which is received by the Registration Clerk



- **Step 2:** The Registration Clerk after receiving the physical file logs in to the DMS using login ID and password
- **Step 3:** After login, the registration clerk scans the physical file/letter/document/etc., and uploads to the DMS engine
- **Step 4:** After uploading, the Registration Clerk enters the meta data for the physical file/letter/document/etc., such as Title of the physical file/letter/document/etc. Received from, date time etc.
- **Step 5:** Once the meta data is entered, the physical file/letter/document/etc., is submitted in the DMS which creates an indexing of the document for easy retrieval and referencing. At this point, the DMS can be used only to store, or it can be configured for a defined workflow for the submitted document to go to the next level.
- **Step 6:** If a workflow is associated with the DMS, on submission of the document in DMS the user can select the level where it wants to send the document. Like in the figure above, after uploading the document the user sends the file to the Permanent Secretary who after necessary noting further sends to Ministers, Acc/EO, SAO, etc. Hence the need of sending physical paper-based document is eliminated

#### **Case II: When an electronic document is received**

When an electronic document is received, the need for scanning the document is eliminated, the Registration Clerk logs-in to the DMS and uploads the document in DMS as mentioned in the steps below;

- **Step 1(Start II):** After login, the registration clerk uploads the file/document received through e-mail or pen drive to the DMS engine
- **Step 2:** After uploading, the Registration Clerk enters the meta data for the physical file/letter/document/etc., such as Title of the physical file/letter/document/etc. Received from, date time etc.
- **Step 3:** Once the meta data is entered, the physical file/letter/document/etc., is submitted in the DMS which creates an indexing of the document for easy retrieval and referencing. At this point, the DMS can be used only to store, or it can be configured for a defined workflow for the submitted document to go to the next level.
- **Step 4:** If a workflow is associated with the DMS, on submission of the document in DMS the user can select the level where it wants to send the document. Like in the figure above, after uploading the document the user sends the file to the Permanent Secretary who after necessary noting further sends to Ministers, Acc/EO, SAO, etc. Hence the need of sending physical paper-based document is eliminated

#### **4. Integration with existing systems and other modules**

The other modules that may require integration or inclusion as per the priorities set by GoCD are;

- i. **Messaging System:** This enables internal collaboration and messaging. Currently, GoCD uses Microsoft Exchange for internal as well as external messaging.
- ii. **Leave Management System (eLeave):** This automates the leave application and approval process. Currently, GoCD manages leaves using its Human Resource Management System (HRMS). The Consultant during its BPR study may determine the feasibility of integrating the existing application or to develop new modules with enhanced functionality.
- iii. **Tour Management System (eTour):** This automates employee tour programs. Based on the discussions the Consultant may need to perform BPR as per the objectives defined in section-III
- iv. **Employee Record Management System (e-Employee):** This module manages the employee service book, annual appraisals, etc. Some of the functionalities of this module is already build in the HRMS system build by GoCD. The Consultant during its BPR study may determine the feasibility of integrating the existing application or to develop new modules with enhanced functionality.
- v. **Dashboard:** In this module should have a simplified and easy to navigate user dashboard which contains;
  - Workflow inbox
  - Documents inbox
  - Alerts and notifications
  - Report graphs and charts
  - Inbuilt calendar and time

The DMS shall be implemented across **all the Ministries, Departments, Agencies (MDA) and attached government offices of Dominica**. The Consultant shall conduct detailed BPR study in consultation with EA to identify modules as per the **priorities**. The Consultant shall also identify the integration feasibility of the existing applications as well as Digital Signature as described above. Security is one of the most critical aspects of a document management system. This module should provide a high level of documents encryption and role-based access, as well as;

- User and Role-based access with encryption
- Audit trail,
- Advanced access rights
- Encrypted documents on file system
- Modify ownership and Support SSL

## 5. Digitization of the paper records

One of the key aspect implementations of e-Office platform is the digitization of the documents such as acts, policies, office orders, files, etc. for seamless functioning of the platform. The Supplier shall digitize the document as per the details in the Annexure-3A

The Supplier shall follow following guidelines for the digitization of the documents;

### a) Collect and prepare the documents

The Supplier shall collect the document as identified by the Purchaser (Client) and follow as mentioned below;

- Documents must be carefully separated. If stapled, pins need to be carefully extracted. Page separators or post-it notes can be placed for separating the categories.
- Any external annexure like photographs is to be fixed carefully and neatly, if required with glue.
- Proper dusting of the document to be done. Dust may affect the quality of the image.
- Ironing and Smoothing of the document This is done in the case of documents that are folded at the edges.
- Each page of the document is numbered on the corner. This helps in maintaining the count and avoiding the misplacing of the sheets of any document during the course of file movement.
- The document set to be properly clipped.

The Supplier should ensure that the scanned documents are readable. Originals are collected from the scanner, collated and clipped once again in original form.

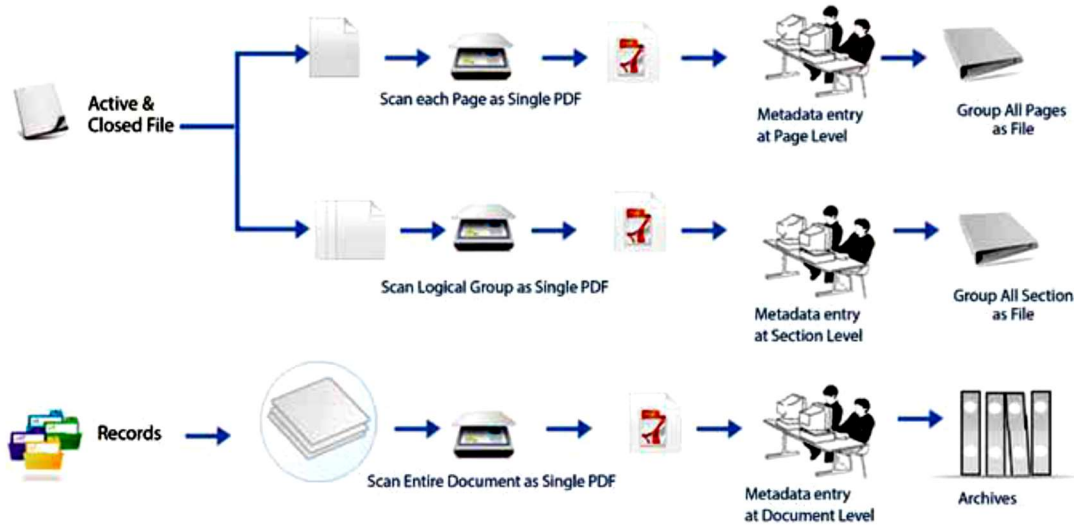
All the physical records (per connection) shall be bound in a file. The file should have the details of the content and a unique identifier on the top of the file to help faster retrieval.

#### **b) Ways for Scanning**

There are various ways and options are available for scanning files and records. Depending on the contents and complexity of the file, it can be scanned as a single pdf or each page can be scanned in the file as a separate pdf. The different methods can be applied to different components of the same file as well. For example, all correspondences may be broken into logical sections and scanned such that there is one pdf for each section. At the same time, notes in the file can be scanned page by page as each note is a significant component of a file. The documents depending on the type or as per the directions of the nodal person, may be scanned in either of the two ways:

- **Page-by-page:** Each correspondence is scanned as a separate image and a separate pdf file. This is more time consuming but leads to easier indexing of the images.
- **Bulk Scanning:** All documents are scanned into the same image and the same file. In this case each page needs to be identified and indexed separately as per its type and use.

A high-level schema is illustrated as under:



**c) Scanning Specifications & Format**

Document Type/ Condition	Color & DPI
Regular text	100 dpi B/W
Text with images	300 dpi Grayscale
Very damaged /Tarnished/Clouded	450 dpi B/W
Seriously damaged / Tarnished/ Clouded	600 dpi B/W
Documents with Photograph	600 dpi Grayscale/Color

**d) Entry of the Metadata**

The Supplier should enter the required metadata against each document. The indicative metadata is as follows;

Active Files	Closed Files	Record files
<ul style="list-style-type: none"> <li>• File no.</li> <li>• Subject Description</li> <li>• Subject Category</li> <li>• Subject Sub Category</li> <li>• Language</li> <li>• Remarks</li> <li>• Previous Reference</li> <li>• Next Reference</li> <li>• Created On</li> </ul>	<ul style="list-style-type: none"> <li>• File no.</li> <li>• Subject Description</li> <li>• Subject Category</li> <li>• Subject Sub Category</li> <li>• Language</li> <li>• Remarks</li> <li>• Previous Reference</li> <li>• Next Reference</li> <li>• Created On</li> <li>• Closed by</li> <li>• Closed On</li> <li>• Closing Remarks</li> </ul>	<ul style="list-style-type: none"> <li>• File no.</li> <li>• Subject Description</li> <li>• Subject Category</li> <li>• Subject Sub Category</li> <li>• Language</li> <li>• Remarks</li> <li>• Previous Reference</li> <li>• Next Reference</li> <li>• Created On</li> <li>• Closed by</li> <li>• Closed On</li> <li>• Closing Remarks</li> </ul>

		<ul style="list-style-type: none"> <li>• Recorded By</li> <li>• Recorded On</li> <li>• Recording Remarks</li> </ul>
--	--	---

**e) Storing the scanned documents**

**Temporary Storing**

- Scanned copies of Notes are saved in the Notes folder under the eFile folder.
- Scanned copies of correspondences are saved in the Correspondence folder under the eFile folder.

**Permanent Storing**

Once the physical files have successfully been scanned and indexed, their storage must be done effectively so that it is linked with the corresponding eFile. The system generated unique eFile number must be clearly mentioned on the physical file at the right-hand corner and the physical file can be stored in the record room with proper sequencing.

**f) Post-Scanning**

**i. Processing & Quality Control**

The scanned images need to be processed for removal of punch holes and shadows, checking of pixilation, sharpness and skew etc. A combination of automatic/ manual processing using image enhancement software and experts can be used for processing and Quality Assurance of the scanned image.

**ii. Indexing**

Indexing is one of the most critical steps of the digitisation process as it establishes the identity of the scanned files so that it can be referenced/ linked and retrieved with ease at a later stage. Indexing provides each document with a unique identity. Indexing can be of two types:

- **Metadata Indexing:** Indexing if done only on the metadata parameters.
- **OCR (Optical Character Recognition) indexing:** It is a comprehensive content-based indexing method which reads and indexes the contents of each page.

**iii. Final QC and Security**

The scanned images along with the indexed data are put through a final Quality Check. All scanned files must conform to the digitisation guidelines being followed in the process and should contain the minimum number of metadata defined for the set of documents. Total Number of pages of scanned output to be verified against the number of pages in the original document. Clarity in output and completeness with respect to the contents in the scanned output.

**g) Guidelines, Standards & Procedures**

Following are the guidelines for the Supplier to follow during the digitization process;

### **i. Guidelines for Metadata**

Metadata is the data describing the context, content and structure of records and their management over time. It allows users to control, manage, understand and search records over time through a set of pre-defined parameters that can be captured for every scanned document. Structured and comprehensive metadata captured can help to:

- identify, authenticate, and categorise the records.
- enabling topic-based references and retrieval of specific files/ records.
- ensuring accessibility and accountability of files/ records by defining the access privilege metadata.

Metadata can be of various types depending on the level of information to be captured and the intended use and can be classified as follows:

- Regular metadata – contains information about the contents of the file
  - the title of a record.
  - the subject it covers.
  - its format.
  - the date of Creation of record.
  - history.
  - details of its disposal.
  - keyword must also be captured while preparing metadata.
- Administrative metadata contains information such as sender address and location of scanning
  - Structural metadata contains information pertaining to the structure of the file/ document such as size of page, type of document etc.

For appropriate creation and maintenance of metadata, it is important to consider the various types of files/records that are used in the departments/ministries.

Guidelines and procedures that may be followed by the Supplier are:

- identify the metadata elements to be captured.
- establish when and how metadata is to be captured.
- ensure that the metadata needs to be retained.
- detail the need to store metadata along with the scanned record to maintain the linkages.
- assign roles and responsibilities for capturing and managing metadata.

### **ii. Guidelines for Storage and Storage format**

The scanned can be on a Central File Server the data centre of GoCD so that systematic and periodic back up can be taken. Accurate labeling of stored files is critical for the success of the digitisation process as active physical files should be readily available for reference from time to time. Open Standards Storage format may be adopted for storage.

### iii. Guidelines for Maintaining Quality Control

- **Bit depth:**

The nature of the documents being digitised should be the main factor for the bit depth used in the images produced. Capturing a document at a bit depth which is lower than recommended will possibly result in an image that is visibly different from the original record.

Choosing a higher than recommended color depth, such as 24-bit color for a black and white document, if not providing any benefits, will result in an increase in the file size of the image produced and may even introduce small areas of extra colors not present in the original document.

When determining the resolution to use, the mode of use of the digital images should be considered when deciding upon an appropriate bit-depth. If imaged pages will most often be viewed on computer screens, the use of a higher-than-normal bit-depth may be warranted. Capturing a document that contains a watermark, highlighting, or hand written annotations into an image with low bit depth may cause text to be obscured leading to a loss of information.

- **Capture Resolution**

As the resolution of an image cannot be increased beyond that at which it was originally digitized without recapture, it is crucial that an appropriate resolution is selected prior to image capture. Higher Pixels Per Inch (PPI) settings will result in images which are able to contain more detail per inch while increasing the file size of the resultant image. It should also be noted increasing resolution beyond certain thresholds will not provide a more useful image with existing viewing and printing technology.

The time and effort required to locate a paper record, prepare it for scanning, and return it to storage need to be considered when determining what resolution will be used. Setting the resolution of the capture device at its highest level for the best possible quality is recommended to avoid the need to rescan the paper record.

- **Compression and file size**

Some form of compression should be applied to digitised records to enable storage and access in an efficient manner.

**Lossless compression** provides file size reduction while being able to reproduce an exact, true and accurate digital copy of the image created at time of digitisation. Wherever possible, lossless compression should be employed.

**Lossy compression** is not suitable when original paper records are authorized for early disposal as the accuracy of the image may be called into question. However, when originals are being retained, the additional file size reduction that lossy compression provides can mean that a small, perhaps indistinguishable, loss of data may be acceptable for some file types. When employing lossy compression techniques, the resulting image should not appear noticeably different from the original paper record.

- **Color Management**

Color management must begin with correct scanner operation and the time of capture so that the original scan is as accurate representation as possible. The aim point adjustments and white neutralization provide the starting point for good color management. However additional steps must be taken to capture color images that represent the original document well. When possible, the original document should be compared to the scanned image under controlled viewing conditions on a color-controlled monitor. Using graphics processing software such as Photoshop, the image may be adjusted so that the colors are a close match. During production, the required adjustment may be noted and run as a batch process.

- iv. **Security Guidelines**

The security guidelines of the digitised documents before they are uploaded and migrated to e-Office are mentioned in the section. Once the digitised documents are on the e-Office, the security of e-Office as applicable prevails.

Systems and procedures need to be evolved to protect the documents that are digitised and placed in temporary locations and await migration to e-Office. For large digitisation programs that may be widely distributed throughout an organization and where several staff need to add to and modify the collection of digitised records, a system may be used to manage access to the information and to provide an audit of system access and modification. In small scale digitizing implementations, security and access control may be provided through the use of a password protected system by a single operator, with other authorized staff given read-only access. This could be accomplished using the built-in security features of most current computer operating systems.

- Safe custody and handling of the original paper files and documents need to be ensured.
- Responsibility of the documents need to be allocated at the time of document collection is done.
- Access controls should be applied and maintained within a file management system. This includes specifying who can read or alter a document, preventing copying or printing, or setting an expiration date.



## h) Guidelines for eFile Storage Formats

Following guidelines may be followed for eFile storage

Parameter	PDF (ISO 32000-1)
<b>Open and ISO Standard</b>	<ul style="list-style-type: none"> <li>• PDF: ISO 32000-1 standard</li> <li>• PDF-A: ISO 19005-1: 2005 standard</li> <li>• Platform independent</li> </ul>
<b>Reliable File Format</b>	<ul style="list-style-type: none"> <li>• PDF Specification updated regularly by ISO.</li> <li>• PDF-A exists for long term archiving of electronic data and consistency of content rendering.</li> </ul>
<b>File Size</b>	<ul style="list-style-type: none"> <li>• No inherent limitation on document size.</li> <li>• Modern compression schemes like JBIG2, JP2K supported.</li> <li>• MRC compression possible</li> </ul>
<b>Longevity</b>	<ul style="list-style-type: none"> <li>• For long term standards archiving, PDF-A is the best choice</li> </ul>
<b>Searchability and Indexing</b>	<ul style="list-style-type: none"> <li>• Both text and image can be stored.</li> <li>• Inherently searchable.</li> <li>• Textual content can be accessed</li> </ul>
<b>Security and Integrity of Documents</b>	<ul style="list-style-type: none"> <li>• Sophisticated security system</li> <li>• Different kinds of security ensure granular levels of control over the document.</li> <li>• Digital Signatures provide integrity of documents.</li> </ul>
<b>Document Structure and Navigation</b>	<ul style="list-style-type: none"> <li>• By virtue of storing fonts, quality of view and print is maintained at higher resolution.</li> </ul>
<b>Suitability for Web Delivery</b>	<ul style="list-style-type: none"> <li>• Linearized PDF is optimized for faster Web View</li> </ul>
<b>Rich Meta Data</b>	<ul style="list-style-type: none"> <li>• Conforms to the XMP specification</li> </ul>
<b>Multiple Color Support</b>	<ul style="list-style-type: none"> <li>• PDF page can have both B/W and color image data</li> </ul>
<b>Associating similar documents</b>	<ul style="list-style-type: none"> <li>• A PDF Portfolio contains multiple files assembled into an integrated PDF.</li> <li>• Documents which cater to similar things can be kept together.</li> </ul>

## 2.2. Track-2: Acceptance and Commissioning of DMS

---

The Track-2 addresses the Objective-2 and focuses on the piloting in Ministry of Public Works and Digital Economy. After successful piloting the finalized application to be rolled-out in all the Ministries, Department and Agencies.

During the piloting the DMS/e-Office platform will be tested in live environment, various feedbacks shall be noted and the application will be fine-tuned. After the Operational Acceptance Testing (OAT) the application shall be ready for acceptance and shall be commissioned as indicated.

Name of the Ministry	Its departments	Its Agencies and allied Offices
Ministry 1		
Ministry 2		
Ministry 2		

## 2.3. Track-3: Capacity Building & Training Needs

---

The Track-3 addresses the Objective-3 and focuses on capacity building of all the officials of all the Ministries, Departments and Agencies. The capacity building shall be done for the following:

<b>Trainees</b>	<b>Indicative Number</b>
Hon’ble Ministers	
Permanent Secretaries	

<b>Ministry 1</b>	
<b>Trainees</b>	<b>Indicative Number</b>
Officer Level 1	
Officer Level 2	

<b>Ministry 2</b>	
<b>Trainees</b>	<b>Indicative Number</b>
Officer Level 1	
Officer Level 2	

<b>Ministry 3</b>	
<b>Trainees</b>	<b>Indicative Number</b>
Officer Level 1	
Officer Level 2	

The Supplier shall develop customized training material for Honourable Ministers, Permanent Secretaries and for officers at each level. It shall also develop supporting manuals, user guides, etc., preferably with web-based interface as well as in downloadable/printable form.

## 2.4. Track-4: Operations and Maintenance

The Track-4 addresses the Objective-4 and focuses on the operations and maintenance for Operational Acceptance in all the Ministries, Departments and Agencies. The indicative schedule is mentioned as under;

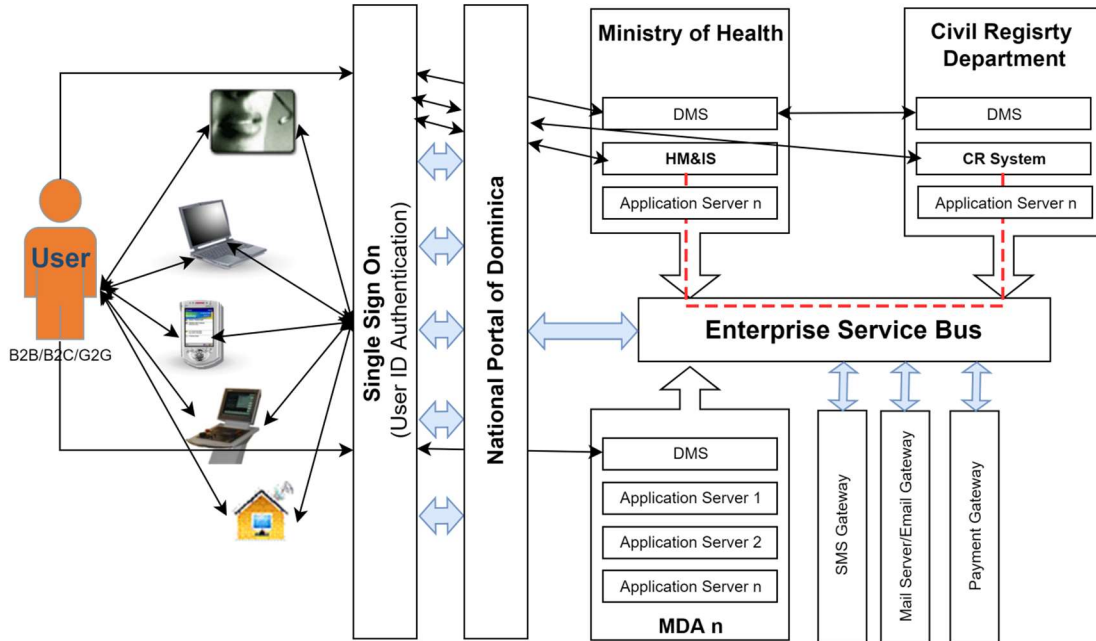
The engagement is envisaged for a total 18 months since contract signing to the O&M. Following is indicative implementation schedule for the Supplier to perform;

Indicative Activities	Time Period	Liquidated Damage
Effective date of contract	T <sub>0</sub>	Not Applicable
Mobilization and Inception Report (Including Project Plan, work schedule etc. as per ITB 16.2 (a))	T <sub>0</sub> = 15 days	Not Applicable
Study of the departments and submission of the Detailed Analysis, Physical Design and Integrated system documents	T <sub>1</sub> = T <sub>0</sub> + 1 month	Not Applicable
Setting up of development, testing and staging environment in the Data Center and Disaster Recovery Centre and recommendation of hardware specification for production	T <sub>2</sub> = T <sub>1</sub> + 1 month	Not Applicable
e-Office for DMS design, development/customization	T <sub>3</sub> = T <sub>2</sub> + 3months	Not Applicable
Capacity Building	T <sub>4</sub> = T <sub>3</sub> + 1 months	Not Applicable
Fault-free trial operation of the entire system in one (1) Hospital and one (1) PHC	T <sub>5</sub> = T <sub>4</sub> + 15 days	Not Applicable
OAT of the e-Office for DMS	T <sub>6</sub> = T <sub>5</sub> + 1 month	Applicable
Commissioning/installation of the e-Office for DMS in all MDAs	T <sub>7</sub> = T <sub>6</sub> + 1 month	Applicable
Operations and Maintenance Support	T <sub>8</sub> = T <sub>7</sub> + 9 months or Till June 2026 whichever is earlier	Not Applicable

It desired that Supplier must setup a helpdesk in each Ministry to address during the O&M period to address/support the users with their issues/problems while using the DMS/e-Office platform. The Supplier may at its preference induct local youth in the helpdesk. It may train them for addressing the user issues.

### 3. DESIGN AND IMPLEMENTATION CONSIDERATIONS

The DMS/e-Office is envisaged to be a resilient, integrated, interoperable and accessible solution for the users in government. The high-level architecture as envisaged illustrates interlinking of the cross-cutting areas as described below.



The following shall be taken into consideration when designing and implementing the DMS/e-Office platform:

- DMS/e-Office should support most established as well as open-source databases.
- The storage capacity of the archive should be scalable at any point of time without any change in the application or database.
- The Interface language should be English.
- The proposed solution should support the N- Tier Architecture.
- DMS/e-Office would have a local administrator in each ministry to manage the workflows and also users.
- The DMS/e-Office should have a super administrator at the national level to control the local administrators.
- DMS/e-Office should support distributed databases in each ministry for all original documents initiated and owned by the respective ministries
- Different levels of access rights should be available to handle correspondence between ministers.
- The DMS/e-Office should have interfaces to enable digital signature, biometric, and other security features.

- The DMS/e-Office should integrate with the mail system in the ministries – predominantly Microsoft outlook/Microsoft Exchange.
- The DMS/e-Office should allow for dynamic workflows which can be easily configured at the user screens.
- The DMS/e-Office should integrate with Microsoft share point
- User Access:
  - There must be an authentication mechanism using Active Directory to control access to the DMS/e-Office and validates each user attempting access by linking the user-id to a valid user profile.
  - The DMS/e-Office should enable configuration of an access mechanism which supports access to the CDMS system by an integrated network log-in.
  - The DMS/e-Office must allow:
    - New users to be defined and identified.
    - Existing users to be marked as inactive, with the effect of barring that user from subsequent entry to the DMS/e-Office
    - Existing users to be deleted by an Administrator at any time.
  - The DMS/e-Office should allow a user to be defined with administration rights over only a sector or department.

## **4. EXTERNAL INTERFACE REQUIREMENTS**

### **2.4.1. User Interfaces**

- The DMS/e-Office must consistently present user interface menus, commands and other facilities in all parts of the application.
- The DMS/e-Office must use consistent terminology to label functions and actions in all parts of the application.
- The DMS/e-Office must produce error messages which are meaningful and appropriate and should offer immediate prompts for actions to resolve the error wherever possible.
- Where validation errors are detected, the DMS/e-Office must unambiguously describe the nature of the error, and offer a method of correcting the error, or cancelling the action.
- The DMS/e-Office should be capable of removing the visibility of functions from users who do not have access to those functions in their allocated user role.
- The DMS/e-Office should not, routinely, allow the intermediate steps of a function to be carried out if the user will not be allowed to complete the function because that function is disallowed by role allocated to that user.
- The DMS/e-Office must provide facilities for end users and Administrators which are intuitive, easy to use, and require as few actions as possible to carry out the

function to the required standard; in particular, in normal operation, the DMS/e-Office must be able to:

- Capture and declare (apart from selection of a folder or entry of metadata attributes) a document within three mouse clicks or keystrokes
- Be capable of presenting all mandatory metadata elements for document capture with minimum demands on the user display the contents of a document from a search result list within three mouse clicks or keystrokes.
- Display metadata for a folder or document within maximum of three mouse clicks or keystrokes.

## **5. FUNCTIONAL REQUIREMENTS FOR DMS/E-OFFICE PLATFORM.**

- The DMS/e-Office should support a ‘drag and drop’ method of manipulating folders and documents, where this is appropriate for the platform supported.
- The DMS/e-Office may support the ability to define multiple user views of the class and folder structure, with no effect on the common corporate file plan structure.
- The DMS/e-Office should be usable with a wide range of common accessibility features.
- The DMS/e-Office may support the use of and navigation by, hyperlinks and other cross-references that are contained in documents at time of declaration.
- It should automatically present default values for data entry fields where logically possible, and as specified in the accompanying documents management metadata standard.
- It should support the pre-definition of a set of allowed values for a particular metadata field by an Administrator, and the implementation of these values as a selection list (i.e., a ‘pick list’).
- It must be capable of integrating with the standard office system packages (for example, MS Office, and Adobe PDF) which the DMS/e-Office supports, so that the document can be captured by the DMS/e-Office by use of the Save facility. These documents can be Read, Edited, and Deleted.

## **6. SOFTWARE INTERFACES**

- The DMS/e-Office must provide an interface to standard e-mail clients, including MS Outlook, Exchange which enables e-mail messages to be captured directly into the DMS/e-Office from the e-mail client.
- The DMS/e-Office must be capable of generating an e-mail message from within the application in order to attach, as options:
  - One or more documents stored in the DMS/e-Office (in the same message).
  - Metadata for one or more document stored in the DMS/e-Office.

## 7. COMMUNICATION INTERFACES

Supports the following communication Standards:

- HTTP
- FTP
- TCP/IP

## 8. DMS/E-OFFICE QUALITY ATTRIBUTES

### A. User Friendly

- The DMS/e-Office should be user friendly: User shall reach the required document in no more than 3 clicks.
- Personalization features like welcoming the user upon authentication, remembering her/his preferred language of navigation, pre-filling automatically personal details wherever available in the database.
- Repeated actions should be simplified and automated whenever possible.
- Selections of data from lists should be simplified and automated as much as possible, limiting the necessary user inputs and at the same time increasing the data quality.

## 9. SYSTEM ARCHITECTURE

- N tier Architecture.
- Web-based. (Support for all common browsers like explorer, Netscape, Mozilla etc.)

## 10. RESPONSE TIME

The DMS/e-Office platform should achieve minimum indicative performance standards and response times for each of the following items

<b>Item</b>	<b>Performance Standard / Response Times</b>
Screen Navigation: field-to-field	< 5 milliseconds
Screen Navigation: screen-to-screen	< 3 seconds
Screen Refresh	< 2 seconds
Screen list box, combo box	< 2 seconds
Screen grid – 25 rows, 10 columns	< 3 seconds



Report preview – (all reports) – initial page view (if asynchronous)	< 60 seconds in most instances. It is understood that complicated / large volume reports may require a longer period
Simple search – single table, 5 fields, 3 conditions – without screen rendering	< 3 seconds for 100,000 rows
Complex search – multiple joined table (5), 10 fields, 3 conditions – without screen rendering	< 5 seconds for 100,000 rows
Server-side validations / computations	< 2 milliseconds
Client-side validations / computations	< 1 millisecond
Loading pages	< 3 seconds
Saving a record	< 5 seconds
Batch processing per 100 records	< 120 seconds
Login, authentication, and verification	< 5 seconds
Daily backups – maximum duration	4 hours (on-line preferred)
Total Restore – maximum duration	8 hours

## 11. STORAGE

- The DMS/e-Office should support a distributed repository with multi-site service.
- When querying a remote repository, the DMS/e-Office should minimize the amount of data exchange required.
- The DMS/e-Office must provide facilities for monitoring storage facilities, and automatically alert an Administrator when a capacity threshold is reached, or when an error condition requiring attention occurs.

## 12. INTEGRITY

- The DMS/e-Office must enforce data integrity, referential integrity and relational integrity at all times.
- The DMS/e-Office must ensure that all occurrences of folders and documents are allocated a system identifier which is unique within the system.
- When the DMS/e-Office automatically generates an identifier which is available for meaningful operational use by a user or Administrator, the CDMS should allow an Administrator to configure the pattern and starting number(s) or character(s).
- The DMS/e-Office must store calendar years in a four-digit format (YYYY) in any metadata field that contains a date.

- The DMS/e-Office must be capable of storing dates that refer to years in the previous, current and subsequent centuries, and must correctly process these dates at all times.

### **13. SCALABILITY**

The DMS/e-Office must provide evidence of the degree of scalability which it can support over time, as organizational needs change and develop. Benchmark metrics for scalability are:

- Number of geographical locations at which users can be supported, while maintaining the performance metrics demonstrated.
- Total size of the documents repository which can be supported, in Gigabytes or Terabytes, while maintaining the performance metrics demonstrated.
- Number of total users which can be supported, while maintaining the performance metrics demonstrated.
- Systems management overhead in maintaining a growth rate for the number of documents and users anticipated in the first five years of operation.
- Amount of re-configuration and downtime required to maintain a growth rate for the number of documents and users anticipated in the first five years of operation.
- Amount of re-configuration and downtime required to make bulk changes to organizational structures, and folder structures, and user roles with the number of folders, documents and user anticipated after five years of operation.
- Amount of time required to define and create new workflows, roles and responsibilities

### **14. AVAILABILITY**

The proposed DMS/e-Office should cater for 24x7 operations and class 3- 99.9% availability. In order to achieve such availability targets it is expected that the proposed DMS/e-Office would take advantage of clustering services.

By using an appropriately configured cluster, the DMS/e-Office should be able to sustain maintenance operations with implies downtime, if any, without impacting the actual availability.

### **15. SAFETY REQUIREMENTS**

- The DMS/e-Office should support automated back-up and recovery facilities for all folders, documents, metadata, audit trails and configuration settings held in it, either provided by the DMS/e-Office itself or by facilities in its environment with which it can interface.
- The DMS/e-Office should support facilities for an Administrator to restore the whole DMS/e-Office from back-ups following a system failure.

- The DMS/e-Office should allow the Administrator to:
  - Specify Frequency of Backup.
  - Select elements to be backed up.
  - Restore the selected baked up elements.
- The DMS/e-Office should support facilities for an Administrator to restore the whole DMS/e-Office from the most recent back-up state to the point of system failure.
- The DMS/e-Office should be able to determine any updates to the data which are unable to be restored / rebuilt, and provide notification to an Administrator.
- The DMS/e-Office should support restoration of audit trail information by means of the back-up and recovery facilities.

## **16. SECURITY REQUIREMENTS**

### **A. User authentication**

The DMS/e-Office should offer authentication services for:

- Intranet/extranet users (government employees)

### **B. User authorization**

User authorization of the proposed solution should allow for a flexible definition for both external and internal users of:

- Rights: Rights define the action that can be performed for a correspondence, a single document, or folder.
- Roles: Roles group rights into logical subsets.
  - The DMS/e-Office must support the definition of a set of user roles, which control the assignment of rights to specific functions or groups of functions; and must restrict any ability to define or customize these roles to an Administrator.
- The DMS/e-Office must ensure that all users are allocated to one or more user role(s).
- The DMS/e-Office must not limit access to system functions and facilities to the defined roles, in other words, a user can be given privileges, even though he/she does not belong to a certain role.
- Profiles:
  - The DMS/e-Office must enable each user to be allocated membership of multiple predefined groups; but must not require a user to be a member of any pre-defined groups.
  - The DMS/e-Office must allow changes to be made to a user profile at any time, and must restrict this ability to an Administrator.

**C. Access Control to Folders and Documents**

- The DMS/e-Office must support the allocation of all forms of access control to folders and electronic documents, including:
  - pre-defined access control groups, (that is, a stable list of named users)
  - one or more individual usernames (that is, an ad hoc list of named users)
- The DMS/e-Office must ensure that all folders created under a ministry / department inherit a security category allocated to that department by default, unless explicitly overridden at the folder
- Where a folder has a higher security category, the DMS/e-Office must be capable of automatically upgrading the security category of a document with a lower rating to that of the folder in which it is contained.
- The DMS/e-Office should allow a configuration option, to be set by an Administrator, which allows a document to have a lower-level security category than the folder in which it is contained.
- The DMS/e-Office must be capable of automatically upgrading the security category of a folder to the level of the highest rating of any its contents.
- The DMS/e-Office should allow a configuration option, to be set by an Administrator, which allows a document to have a higher-level security category than the folder in which it is contained.

**D. Documents Privacy**

Sensitive documents should be protected from eavesdropping while in transit.

The proposed DMS/e-Office should at minimum support the SSL protocol with 256-bit key length. SSL should be adopted for all sensitive documents in transit over private (GDN, intranet) or public (Internet) network connections.

These include but are not limited to:

- Authentication credentials
- Individual personal information
- Ministry sensitive details, such as financial Report, etc.

**E. Documents Integrity**

The DMS/e-Office is preferred to support the adoption of technologies like digital signatures and data encryption. Sensitive documents are preferably digitally signed to guarantee the accuracy of the documents.

**F. Audit Log**

An audit log that logs all the transaction for each document should be provided by the DMS/e-Office.

## **17. DOCUMENT WORKFLOW**

Shall be the responsibility of the Supplier

## 18. ARCHIVING

The DMS/e-Office should have facility to archive all correspondences and documents based on business rules. These archives should be indexed, and should be able to retrieve based on access rights. All files generated in the system should be amenable to archiving.

## 19. EXPORTING, IMPORTING, AND TRANSFER

- The DMS/e-Office must be able to export electronic folders, documents and metadata, for import to another DMS/e-Office or CMS.
- The DMS/e-Office must be able to export whole electronic folders, and groups of folders, and all associated documents in one sequence of operations, such that:
  - the content and appearance of the documents are not degraded
  - all components of a documents, when the document consists of more than one component, are exported as an integral unit; for example, a document with associated file attachment.
  - all metadata associated with a document is clearly linked to the document to which it belongs, so that the correct metadata can be re-associated with the correct document in the receiving system.
  - all structural links between documents, and folders are retained in such a way that the structure of all linked components qualifying for export can be re-built in a receiving system.
- The DMS/e-Office should be able to include a copy of audit trail data that is associated with document and folders as part of the export or transfer process; and must then exclude non-relevant audit trail data.
- The DMS/e-Office must be able to export metadata for folders and documents in an XML format.
- The DMS/e-Office must be able to export all types of documents which it is able to capture, regardless of the presence of the generating application software.
- The DMS/e-Office should be able to export all folders, and groups of folders, that qualify for export at any one time, in one single sequence of steps.
- The DMS/e-Office must produce a report detailing any failure completely to export or transfer any element of electronic documents, and folders and associated metadata that are being processed in the disposal management mechanism which must identify any documents which have generated processing errors during export or transfer, and any folders, or documents that have not successfully been exported.
- The DMS/e-Office must enable folders, and documents to be exported more than once.
- The DMS/e-Office must support a two-stage transfer process, consisting of:
  - Export of qualifying folders, and documents from the system

- 
- Subsequent destruction of the exported folders, and documents following confirmation of export.
  - The DMS/e-Office must retain intact all electronic folders, and documents that have been exported in the transfer process, at least until confirmation of a successful export (i.e., pause the second stage of the process until confirmation of successful import to the recipient system following the first stage).

## **C. SERVICE SPECIFICATIONS – SUPPLY & INSTALL ITEMS**

---

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

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

- Detailed Analysis: The Supplier must perform following documentations
  - *System Design Document;*
  - *System Requirements Specification;*
  - *Interface Requirements Specification);*
  - *Software/System Test Descriptions;*
  - *Software/System Test Plan*
  
- Physical Design:
  - *Software Design Description*
  - *Interface Design Document*
  - *Database Design Document*
  
- Integrated System:
  - *User’s Manual;*
  - *Operations Manual;*
  - *Source Code documentation;*

### **2.2 Software Customization / Development**

The Supplier MUST perform Software Customization / Development using a formal software development methodology preferably open standard technology or tools.

### **2.3 System Integration (to other existing systems)**

The Supplier MUST perform the Integration Services as shown in the architectural requirement section



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

### **3.0. General Technical Requirements**

- Language Support: All information technologies must provide support for the business language of the end-user i.e., English. Specifically, all display technologies and software must support the ISO ISO/IEC 8859-1:1998-character set and perform sorting according to [insert: appropriate standard method].
- Electrical Power: All active (powered) equipment must operate on [specify: voltage range and frequency range, e.g., 220v +/- 20v, 50Hz +/- 2Hz]. All active equipment must include power plugs standard in Purchaser’s Country.
- Environmental: Unless otherwise specified, all equipment must operate in environments of 10-30 degrees centigrade, 20-80 percent relative humidity, and 0-40 grams per cubic meter of dust].
- Safety:
  - Unless otherwise specified, all equipment must operate at noise levels no greater than 55 decibels.
  - All electronic equipment that emits electromagnetic energy must be certified as meeting *US FCC class B or EN55022 and EN50082-1*, or equivalent, emission standards.

### **3.1 Computing Hardware Specifications**

The Supplier shall propose a properly sized computing hardware specifications once the completion of the system study. Accordingly, GoCD will be able to provide hardware and necessary equipment as per the specifications to be finalized by the successful bidders within reasonable timeframe. Till the time development environment is provided by GoCD during the development stage, the Supplier shall make their own arrangements.

The Supplier shall install the e-Office for DMS application and commission the same as appropriate for each of development/testing/staging/production

### **3.2 Network and Communications Specifications**

GoCD shall provide the necessary network and communication facilities in the DC/DR as well as for users in the 3 Hospital and 39 PHCs

### **3.3 Ancillary Hardware Specifications**

GoCD shall provide the necessary ancillary hardware facilities for the DC/DR as well as for users in the 3 Hospital and 39 PHCs

### **3.4 Standard Software Specifications**

GoCD shall provide the necessary standard software to host and run e-Office for DMS for the DC/DR as well as for users in the 3 Hospital and 39 PHCs

### **3.5 Consumables**

It shall be the responsibility of GoCD

### **3.6 Other Non-IT Goods**

It shall be the responsibility of GoCD

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

---

The Track-2 addresses the Objective-2 and focuses on the acceptance and commissioning of the e-Office for DMS in all MDAs. This is explained as under;

### **4.1 Pre-commissioning Tests**

The Supplier shall perform following test including but not limited to:

7. Submit for approval, a User Acceptance Testing Plan with test cases to ensure that the assessment can be done to assure users that the system functions as required in the production environment.
8. Administer the test plans and obtain feedback.
9. Make changes to the application based on feedback given.
10. Prepare user manuals and associated training.
11. Provide support as needed to stakeholders as they conduct live simulations.
12. Make changes where necessary to refine the application based on stakeholders’ feedback and with the approval of GoCD

The test cycle should include the following:

6. **Unit Testing:** Carry out the unit testing to make sure each component and module of the system functions as designed.
7. **Integration Testing:** After all modules of the system are developed, integration testing is carried out to make sure that all modules function and perform as expected when working in combination.
8. **Load testing:** Since the application will be used by a large number of users in future, load testing will be performed to see how the system performs under heavy loads. This may require fine tuning the web server, application, application server, and/or the database server or network configuration.
9. **Recovery Testing:** One of the important aspects of an application is how well it can recover in case of a system failure, server shutdown, or service failure. Tests shall be carried out to see how well the system recovers from crashes and Architecture Functional failures.
10. **Security Testing:** Perform detailed security testing of the system. This involves a complete penetration test to make sure the application and the server is not vulnerable to any type of attacks such as SQL injection, XSS attacks, cross-site scripting, command Injection, file path traversal etc. This shall be done by using threat detection and vulnerability scanning software. Security audit needs to be repeated every time there is a code change done.

## 4.2. Operational Acceptance Tests

The following Operational Acceptance Testing (OAT) approach should be carried out by the Purchaser prior to system acceptance and signoff:

- Pursuant to GCC Clause 27 and related SCC clauses, the Purchaser (with the assistance of the Supplier) will perform the following tests on the System and its Subsystems following Installation to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance.
  - **Usability Testing:** Test the navigation between screens, user-friendliness, and workflows of each of the screens. Against this, if deficiencies are identified the interface may be redesigned during this testing phase based on feedback from the Client.
  - **Functional Testing:** A complete end to end functional testing cycle shall be run. During the functional test, actual processes, and all key functions of the e-Office for DMS suites/modules/sub-modules shall be tested against the signed-off minimum business functional requirements, (end to end) to see if the system meets the requirements, stores data and generates reports properly.
  - **Acceptance Testing:** An end to end functional and quality of service (including security, performance, and robustness) will be completed by the Purchaser prior to any system sign off.
  - **OAT Test Script** – The Supplier shall create the OAT test cases and user scenarios to cover all core functionalities of the e-Office for DMS suites/modules/sub-modules. In each test case, the supplier should write the manual test steps to be followed by the Purchaser’s test team. The Purchaser will use this set, in addition to their own developed UAT test cases to complete the tests.

Once the OAT is completed and signed-off by the GoCD, the DMS should be made available into the production environment i.e., it should be commissioned in all the MDAs.

## **F. SERVICE SPECIFICATIONS – RECURRENT COST ITEMS**

The Track-4 addresses the Objective-4 and focuses on the Operations and Maintenance (O&M) of the e-Office for DMS in all MDAs as per the implementation schedule. This is explained as under;

### **5.1 Warranty Defect Repair**

After the successful OAT and commissioning of the e-Office for DMS, the Supplier shall perform the Operations & Maintenance (O&M) for 9months in which the Supplier shall

- Update the e-Office for DMS application based on user feedback/anomalies/defects or change requests as per the defined SOP
- Perform OAT and release the version after successful OAT
- Maintain the versions of e-Office for DMS application as per version control SOP

### **5.2 Technical Support**

The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the bidding documents).

- User support by setting up a central helpdesk and support in all the three government hospitals during the O&M period
- Technical Assistance smooth operations of the e-Office for DMS application during the O&M period

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

- The Supplier MUST provide a technical team apart from the Team Leader and Change Management & Capacity Building expert to cover the Purchaser’s anticipated O&M Activities Requirements.

<b>Key Experts</b>	<b>Experience Level</b>	<b>For</b>
Team Leader & DMS/e-Office Specialist	<ul style="list-style-type: none"> <li>• Should be a Postgraduate in Business Administration, Public Administration, Computer Science/IT or relevant areas with 10 years’ experience in project management and leading DMS/e-Office project of this nature.</li> </ul>	Track 1, 2, 3 & 4
	<ul style="list-style-type: none"> <li>• PMP or Prince-2 certification would be an advantage</li> </ul>	

Key Experts	Experience Level	For
	<ul style="list-style-type: none"> <li>• Should have experience in handling AI/emerging technologies/Analytics based solutions</li> <li>• Experience in working in small island countries or similar countries would be beneficial</li> </ul>	
Business Analyst	<ul style="list-style-type: none"> <li>• Should be a Graduate with 5 years’ experience in Business analysis</li> </ul>	Track 4
Helpdesk Operator	<ul style="list-style-type: none"> <li>• Should be a Graduate with 5 years’ experience with good communication skills and well versed with computer operations and should be local</li> </ul>	Track 4
Change Management & Capacity Building Expert	<ul style="list-style-type: none"> <li>• Should be a Graduate with 5 years’ experience performing change management and capacity building activities in similar projects</li> </ul>	Track 1, 2, 3 & 4

## Implementation Schedule

The e-Office for DMS should be implemented with 18 months from the date of signing the contract. Following is the envisaged implementation schedule;

Indicative Activities	Time Period
Contract Signing	$T_0$
Mobilization	$T_0 = 15$ days
Study of the departments and submission of the Detailed Analysis, Physical Design and Integrated system documents	$T_1 = T_0 + 1$ month
Setting up the Data Center with development, testing acceptance and production (DTAP) environment and Disaster Recovery Centre	$T_2 = T_1 + 1$ month
Software design, development/customization, testing	$T_3 = T_2 + 3$ months
Capacity Building	$T_4 = T_3 + 1$ months
Fault-free trial operation of the entire system in One Ministry and One Department	$T_5 = T_4 + 15$ days
OAT of the e-Office for DMS	$T_6 = T_5 + 1$ month
Commissioning/installation of the e-Office for DMS in all the MDAs	$T_7 = T_6 + 1$ month
Operations and Maintenance Support	$T_8 = T_7 + 9$ months or Till June 2026 whichever is earlier







## System Inventory Tables

### Notes on preparing the System Inventory Tables

---

The System Inventory Tables detail:

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

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

There are two sample formats given for the System Inventory Tables: one for the Supply and Installation cost items and the second for Recurrent Cost Items needed (if any). The second version of the table permits the Purchaser to obtain price information about items that are needed during the Warranty Period.

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

The Supplier should also include any other component, which is not mentioned in the below table and deemed necessary for the achieving the objectives. Purchaser is not responsible if any item which is required by the solution proposed by the bidder is not included in the table below to meet the functionality mentioned in this bid document.

<b>Item No.</b>	<b>Item</b>	<b>Relevant Technical Specifications No.</b>	<b>Additional Site Information (e.g., building, floor, department, etc.)</b>	<b>Quantity</b>
1.	Study of the departments and submission of the Detailed Analysis, Physical Design and Integrated system documents	<b>Section C</b> <b>Sub Section 2.1</b> System Analysis, Design and Customization/Development	--	--
2.	Setting up of development, testing and staging environment in the Data Center and Disaster Recovery Centre and recommendation of hardware specification for production	<b>Section D.</b> Technology Specifications – Supply & Install Items	--	--
3.	e-Office for DMS design, development/customization, testing	<b>Section B.</b> Functional, Architectural and Performance Requirements	--	--

<b>Item No.</b>	<b>Item</b>	<b>Relevant Technical Specifications No.</b>	<b>Additional Site Information (e.g., building, floor, department, etc.)</b>	<b>Quantity</b>
4.	Capacity Building	2.3. Track-3: Capacity Building & Training Needs	--	--
5.	Fault-free trial operation of the entire system in one (1) Ministry and one (1) Department	As per approved SoP	--	--
6.	OAT of the e-Office for DMS	<b>Section E.</b> Testing and Quality Assurance Requirements	--	--
7.	Commissioning/installation of the e-Office for DMS in all MDAs	As per approved SoP	--	--

**Note:** -- indicates not applicable. “ indicates repetition of table entry above.

**SYSTEM INVENTORY TABLE (RECURRENT COST ITEMS)**

<b>Component No.</b>	<b>Component</b>	<b>Relevant Technical Specifications No.</b>	<b>Total Person-days</b>
<b>1</b>	<b>Operations &amp; Maintenance</b>	<b>Section F</b> <b>Sub Section. 5.3</b> Requirements of the Supplier’s Technical Team	
A	Team Leader & e-Office/DMS Specialist		396
B	Business Analyst		264
C	Helpdesk Operator		264
D	Database Administrator		264
E	Change Management & Capacity Building Expert		132

**Note:** - - indicates not applicable. “ indicates repetition of table entry above.

# Background and Informational Materials

## 1. INTRODUCTION

### 1.1. Project Background

---

The background to this assignment provides necessary context and perspective for the bidders to understand the purpose and importance of this assignment for the Government of Commonwealth of Dominica (GoCD). This is described as under.

Sitting halfway along the Eastern Caribbean archipelago, Dominica is located just a few miles from Martinique to the south and Guadeloupe to the north. Stretching 751 km<sup>2</sup> (290 square miles), Dominica boasts 148 km (91 miles) of coastal line. Dominica’s official name is the ‘Commonwealth of Dominica,’ which is mostly referenced in official communications and to further distinguish the island from the Dominican Republic, its northerly Caribbean sister. Dominica is the most northerly of the Windward Islands grouping.

The Government of the Commonwealth of Dominica (GoCD), after Hurricane Maria in September 2017, has instituted resilience as a central theme to the country’s rebuilding efforts and socioeconomic development plans, with the aim to make Dominica the first climate resilient country in the world. The hurricane resulted in losses and damages of over 200 percent of GDP, with the telecom sector alone suffering over US\$40 million in losses and damages. Furthermore, the GoCD lost data and records and suffered losses beyond its infrastructure, highlighting the need to make the government more resilient so that it can better prepare for and respond to incidents and restore operations and services quickly.

The Government recognizes the role digital technologies and solutions can play in strengthening the island and its inhabitants’ climate resilience, as well as the importance of integration with the global digital economy to expand markets and drive sustainability of businesses, government, and individuals. In view of this it has formulated the digital strategy viz. “Dynamic Dominica” which gives emphasis to establish an integrated, interoperable and resilient digital infrastructure and service delivery platform for the government, citizens and business to deliver various services.

The GoCD’s recovery and resilience building efforts include development of a Government Wide Area Network, and nodal digital infrastructure to lay the foundations for digitization of government. The GoCD has engaged in a partnership with Digicel Dominica Ltd. to connect all government service locations (Government offices, schools, hospitals, and health centers) to high-speed connectivity delivered using fiber optic networks. The network, being developed under the partnership, will provide multiple layers of redundant connectivity—underground and overhead fiber, microwave, and satellite at key locations—in addition to cloud services to host Government data and services. The government connectivity project includes

development of a primary data center to host the government cloud and applications, as well as a secondary location to serve as a backup site.

The improved connectivity can be leveraged to develop digital government services and increase the level of digitization of government operations, which is currently lagging. Currently Dominica lacks the enablers of digital government, including an enterprise architecture, interoperability framework, identification, and authentication, but has a recently built limited government payment portal. Uniquely and securely identifying residents through a digital ID is fundamental to enable access to digital services, both public and private, but the current ID ecosystem in Dominica is fragmented and not interconnected. In order to fully utilize and benefit from investments in cross-cutting enablers and specific digital government services, there is also a need for legal and regulatory reforms across key areas of the digital economy. These enabling environment improvements are a key first step towards removing roadblocks to improved adoption of digital services among individuals and businesses, as well as contributing to the development of digital applications and services by emerging entrepreneurs in Dominica.

The Caribbean Digital Transformation Project (CARDTP or the Project) is funded through the World Bank and aims to enhance the use of technology in the public sector as well as the private sector to conduct business transactions, build a robust and resilient IT infrastructure and to develop modern platforms to facilitate and enhance these business transactions. The development objectives are to contribute to increased access to digital connectivity, digital public services and the creation of technology enabled businesses and jobs in Dominica.

National-level activities are financed from an IDA credit to Dominica in the amount of SDR20,500,000 (equivalent to US\$28.0 million). The CARDTP comprises four components that address key bottlenecks and harness opportunities to develop the Eastern Caribbean Digital Economy as a driver of growth, job creation and improved service delivery.

The Program is also financed through a regional IDA grant and implemented by a regional Project Implementation Unit (RPIU) housed at the Organisation of Eastern Caribbean States (OECS). RPIU will work with other regional institution stakeholders as relevant depending on the technical area being supported. Regionally implemented activities will focus on strengthening the enabling environment to promote investment, competition, and innovation in telecoms and digital financial services, regional cybersecurity collaboration, and a modernized and harmonized data protection and privacy regime across the region. It will also be complemented by a regional level advanced digital skills program open to high potential digital specialists from Dominica.

It aims to ensure that every individual and business in Dominica is empowered with the access to broadband, digital financial services, and skills needed to actively participate in an increasingly digital marketplace and society. It leverages public sector modernization and digitization to improve service delivery and to drive creation of a digital culture across Dominica.

To support the improved management of digital risks, the project shall bolster cybersecurity policy, capacity, and planning tools in the region. It will facilitate technology adoption to improve productivity of flagship industries and create demand for digitally enabled jobs. It aims to foster regional integration and cooperation to capture the economies of scale and scope required to increase impact and value for money of the project interventions and to create a more competitive, seamless regional digital market to attract investment and provide room for growth of digital firms.

## 1.2. Project Components

---

A brief description of the project components is as follows:

### A. Component 1: Digital Enabling Environment

This component shall support the development of a positive enabling environment for Dominica's digital economy that drives competition, investment and innovation while promoting trust and security of online transactions. It will focus on legal, regulatory and institutional reforms consistent with global best practice to support modernization of the telecommunications and digital financial services sectors while mitigating growing risks of a digital economy including cybersecurity and data protection and privacy.

1.1 -Telecommunications: Legal and Regulatory Environment, Institutions and Capacity Support

1.2 - Digital Financial Services: Legal and Regulatory Environment, Institutions, and Capacity

1.3 -Cybersecurity, Data Protection and Privacy: Legal and Regulatory Environment, Institutions and Capacity Support

### B. Component 2: Digital Government Infrastructure, Platforms and Services

This component shall support public sector modernization, resilience and delivery of digital public services to individuals and businesses. It will aim to ensure that Dominica has put in place the core infrastructure, platforms, institutions and human capacity needed to efficiently and effectively manage internal government operations, and to build on these core enablers to make public services widely accessible online from anywhere within the country, region or across the globe. It will also prepare Dominica's government for deeper interconnectivity and interoperability of data and information systems across borders to smooth administration of regional trade, immigration and other services. Finally, it will aim to ensure continuity of government operations and services, enable real-time data driven decision making and ability to rapidly target and deliver payments and social services to citizens and businesses in the event of natural disasters.

2.1 – Development of Cross-Cutting Enablers of Digital Government Operations and Services

2.2 - Government Productivity Platforms and Citizen-Centric Digital Services



### C. Component 3: Digital Skills and Technology Adoption

This component aims to better equip individuals and businesses in Dominica for the jobs and economy of the future and to spur innovation and productivity growth. It aims to create a pool of advanced digital talent to better position Dominica to attract investment by digital firms. It takes a comprehensive supply and demand side approach, supporting greater technology adoption and utilization of digitally enabled business models to drive demand for newly skilled employees and well as making connections with global employment opportunities through online working platforms.

#### 3.1 - Workforce-Ready Digital Skills

#### 3.2 - Technology Adoption

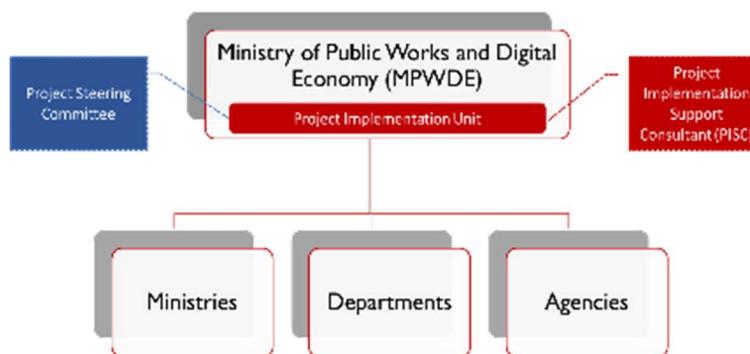
### D. Component 4: Project Implementation Support

This component includes support to the Project Implementation Unit (PIU) for the implementation and management of national level project activities, including for staffing of the PIU, capacity building and training initiatives as well as recruitment of a technical advisory and implementation support firm. Key technical functions to be supported can include but will not be limited to project manager, technical specialists, procurement specialists, financial management specialist, environmental and social safeguards specialists, monitoring and evaluation and communications.

## 2. INSTITUTIONAL ARRANGEMENTS

The Project is being implemented by the Project Implementation Unit (PIU) that is housed in and falls under the Ministry of Public Works and the Digital Economy (MPWDE or the Client) oversight. The PIU is responsible for the overall implementation of the Project with emphasis on reporting and monitoring and evaluation, financial management, contracts management, safeguards oversight, and procurement.

The PIU reports to the Project Steering Committee (PSC) for the lifetime of the Project. PSC is responsible for coordinating and managing all the technical aspects of the Project, facilitating inter-ministerial coordination, and implementing digital initiatives across the various Ministries, Departments and Agencies (MDAs) of the GoCD. The PIU shall



support development of key policies and regulations and inter-agency coordination to enable consensus building together with other key agencies like the ICT Unit and the Digital Transformation Unit of the GoCD. Core technical responsibilities include adoption of digital technologies, effective coordination of departmental information system development and implementation. The PSC will determine if technical committees are required for policy

formulation and convene such committees as necessary (i.e., for Cybersecurity, Data Protection and Privacy, Service Delivery, e-Payments, Digital Identity, Interoperability, etc.).

The PIU is also responsible for promoting change management practices, stakeholder engagement and development and delivery of effective programs for digital Government skills enhancement, knowledge exchange and awareness-raising. For the purpose of better coordination and effective and efficient implementation of all Project activities, focal points at MDAs have been established.

Ad-hoc bid evaluation / selection committees are established in consultation with MoPWDE and MDAs and generally consists of 3-5 qualified members each who are normally the Procurement Officer and experts delegated by respective MDAs depending on the required expertise and the procurement scope and complexity.

Under this project, PIU has engaged an Implementation Support Firm as Project Implementation Support Consultant (PISC) largely to address the Component-4 of the project. The PISC supports the PIU in carrying out on-the-ground and remote day-to-day activities to ensure the Project Objectives are achieved in the most efficient, cost-effective and well-coordinated manner. The institutional arrangement is illustrated as above;

Taking cognizance to the above background and towards its spree of Digital Dominica, the GoCD has a mandate to deliver a more efficient and effective public administration in Dominica. In view of this, GoCD has decided to implement an integrated, interoperable and resilient e-Office for Document Management System (DMS) for all the Ministries, Departments and Agencies (MDA) of Dominica. The MPWDE through its PIU has taken up the responsibility of implementing the same, under Caribbean Digital Transformation Project, by engaging a competent and competitive Supplier. The objectives and scope for the Supplier are described in the sections above.

**ANNEXURE 3A. DETAILS OF THE DOCUMENTS TO BE  
DIGITIZED**

Shall be the responsibility of the Supplier

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

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

---

## Table of Clauses

---

<b>A. Contract and Interpretation .....</b>	<b>222</b>
1..... Definitions.....	222
2..... Contract Documents.....	230
3..... Interpretation.....	230
4..... Notices .....	233
5..... Governing Law .....	234
6..... Fraud and Corruption.....	234
<b>B. Subject Matter of Contract .....</b>	<b>234</b>
7..... Scope of the System.....	234
8..... Time for Commencement and Operational Acceptance.....	235
9..... Supplier’s Responsibilities.....	236
10. ... Purchaser’s Responsibilities .....	242
<b>C. Payment.....</b>	<b>244</b>
11. ... Contract Price.....	244
12. ... Terms of Payment.....	245
13. ... Securities.....	245
14. ... Taxes and Duties.....	247
<b>D. Intellectual Property .....</b>	<b>248</b>
15. ... Copyright .....	248
16. ... Software License Agreements .....	249
17. ... Confidential Information .....	250
<b>E. Supply, Installation, Testing, Commissioning, and Acceptance of the System .....</b>	<b>252</b>
18. ... Representatives .....	252
19. ... Project Plan .....	254
20. ... Subcontracting .....	257
21. ... Design and Engineering.....	258
22. ... Procurement, Delivery, and Transport.....	260
23. ... Product Upgrades.....	263
24. ... Implementation, Installation, and Other Services.....	264
25. ... Inspections and Tests .....	264
26. ... Installation of the System.....	265
27. ... Commissioning and Operational Acceptance.....	266
<b>F. Guarantees and Liabilities.....</b>	<b>270</b>
28. ... Operational Acceptance Time Guarantee .....	270
29. ... Defect Liability .....	271
30. ... Functional Guarantees .....	274
31. ... Intellectual Property Rights Warranty .....	274
32. ... Intellectual Property Rights Indemnity.....	275
33. ... Limitation of Liability.....	277

---

<b>G. Risk Distribution</b> .....	<b>278</b>
34. ... Transfer of Ownership .....	278
35. ... Care of the System .....	278
36. ... Loss of or Damage to Property; Accident or Injury to Workers; Indemnification.....	280
37. ... Insurances .....	281
38. ... Force Majeure .....	283
<b>H. Change in Contract Elements</b> .....	<b>285</b>
39. ... Changes to the System.....	285
40. ... Extension of Time for Achieving Operational Acceptance.....	289
41. ... Termination.....	290
42. ... Assignment .....	297
<b>I. Settlement of Disputes</b> .....	<b>297</b>
43. ... Settlement of Disputes .....	297

# General Conditions of Contract

## A. CONTRACT AND INTERPRETATION

---

### 1. Definitions

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

(a) contract elements

- (i) **“Contract”** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
- (ii) **“Contract Documents”** means the documents specified in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments to these Documents).
- (iii) **“Contract Agreement”** means the agreement entered into between the Purchaser and the Supplier using the form of Contract Agreement contained in the Sample Contractual Forms Section of the bidding 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 bidding documents.
- (vii) **“Implementation Schedule”** means the Implementation Schedule in Section VII of the bidding 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) **“bidding documents”** refers to the collection of documents issued by the Purchaser to instruct and inform potential suppliers of the processes for bidding, selection of the winning bid, 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 bidding 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, Subcontractors’ 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 bid 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 bid. 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 bidding 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 Electronic Data Interchange (EDI), 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 bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## **B. SUBJECT MATTER OF CONTRACT**

---

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

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

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

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

8.1 The Supplier shall commence work on the System within the period **specified in the SCC**, and without prejudice to GCC Clause 28.2, the Supplier shall thereafter proceed with the System in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan.

8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

## 9. Supplier's Responsibilities

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

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

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

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

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

(a) which may include:

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

- (b) any other requirements stated in the Purchaser's Requirements.
- 9.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Purchaser and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to bid 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.

## 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 bidding 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 Clause 12.1.

The security shall be returned to the Supplier immediately after its expiration.

### 13.3 Performance Security

13.3.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency **specified in the SCC**.

13.3.2 The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the bidding 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 bid submission in the Purchaser's Country (also called "Tax" in this GCC Clause 14.4). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

## D. INTELLECTUAL PROPERTY

---

### 15. Copyright

- 15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
- 15.2 The Purchaser agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except that additional copies of Standard Materials may be made by the Purchaser for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.
- 15.3 The Purchaser's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or **unless otherwise specified in the SCC** to a legally constituted successor organization (e.g., a reorganization of a public entity formally authorized by the government or through a merger or acquisition of a private entity).
- 15.4 **Unless otherwise specified in the SCC**, the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Purchaser. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing (as legally sufficient) that the Purchaser may consider necessary or desirable to perfect the right, title, and interest of the Purchaser in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Purchaser and where permitted by applicable law, ensure that the holder of such a moral right waives it.
- 15.5 **Unless otherwise specified in the SCC**, escrow arrangements shall NOT be required.

**16. Software License Agreements**

16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Purchaser, the Supplier hereby grants to the Purchaser license to access and use the Software, including all inventions, designs, and marks embodied in the Software.

Such license to access and use the Software shall:

- (a) be:
  - (i) nonexclusive;
  - (ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);
  - (iii) **unless otherwise specified in the SCC** valid throughout the territory of the Purchaser's Country;
  - (iv) **unless otherwise specified in the SCC subject to NO** additional restrictions.
- (b) permit the Software to be:
  - (i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;
  - (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 bid specifies a class of computer to which the license is restricted, the replacement computer(s) is(are) within that class;
  - (iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;

- (iv) reproduced for safekeeping or backup purposes;
- (v) customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;
- (vi) **unless otherwise specified in the SCC**, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and
- (vii) **unless otherwise specified in the SCC** disclosed to, and reproduced for use by, NO other parties.

16.2 The Supplier has the right to audit the Standard Software to verify compliance with the above license agreements. **Unless otherwise specified in the SCC**, the Purchaser will make available to the Supplier, within seven (7) days of a written request, accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between the Purchaser and the Supplier, Purchaser will allow, under a pre-specified agreed procedure, the execution of embedded software functions under Supplier's control, and unencumbered transmission of resulting information on software usage.

## 17. Confidential Information

- 17.1 **Unless otherwise specified in the SCC**, the "Receiving Party" (either the Purchaser or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.
- 17.2 For the purposes of GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course

of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Purchaser or the Purchaser's use of the System.

17.3 Notwithstanding GCC Clauses 17.1 and 17.2:

- (a) the Supplier may furnish to its Subcontractor Confidential Information of the Purchaser to the extent reasonably required for the Subcontractor to perform its work under the Contract; and
- (b) the Purchaser may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries,

in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party.

17.4 The Purchaser shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Purchaser's prior written consent, use any Confidential Information received from the Purchaser for any purpose other than those that are required for the performance of the Contract.

17.5 The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:

- (a) now or hereafter enters the public domain through no fault of the Receiving Party;
- (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
- (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality;

- (d) is being provided to the Bank.
- 17.6 The above provisions of this GCC Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.
- 17.7 **Unless otherwise specified in the SCC**, the provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for three (3) years.

## **E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM**

---

### **18. Representatives**

#### 18.1 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 bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/or Technical Requirements.



- 19.2 **Unless otherwise specified in the SCC**, within thirty (30) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Purchaser. Such submission to the Purchaser shall include any applicable environmental and social management plan to manage environmental and social risks and impacts. The Purchaser shall, within fourteen (14) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called “non-conformities” below). The Supplier shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Purchaser. The Purchaser shall, within five (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Purchaser shall provide confirmation in writing to the Supplier. This approved Project Plan (“the Agreed Project Plan”) shall be contractually binding on the Purchaser and the Supplier.
- 19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 39 and 40.
- 19.4 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed Project Plan and the Contract.
- 19.5 **Unless otherwise specified in the SCC**, the Supplier shall submit to the Purchaser Monthly Progress Reports summarizing:
- (i) results accomplished during the prior period;
  - (ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;
  - (iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;

- (iv) other issues and outstanding problems; proposed actions to be taken;
  - (v) resources that the Supplier expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;
  - (vi) status of compliance to environmental and social requirements, as applicable;
  - (vii) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.
- 19.6 The Supplier shall submit to the Purchaser other (periodic) reports as specified in the SCC.

19.7 Immediate Reporting requirement

The Supplier shall inform the Project Manager immediately of any allegation, incident or accident in Project Site/s, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Purchaser's Personnel or Supplier's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Supplier, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Purchaser of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Contract which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Purchaser's Personnel or Supplier's Personnel. The notification shall provide sufficient detail regarding such incidents or accidents.

The Supplier shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Purchaser.

The Purchaser shall require its Subcontractors to immediately notify it of any incidents or accidents referred to in this Sub- Clause.

- 20. Subcontracting**
- 20.1 Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Purchaser. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Purchaser for its approval in sufficient time so as not to impede the progress of work on the System. Submission by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Approval by the Purchaser of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.
- 20.2 The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Purchaser's prior approval under GCC Clause 20.3.
- 20.3 For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Purchaser in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor, including by providing the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration; and (ii) by the end of this period either the Purchaser has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Purchaser has objected in writing prior to the end of the notice period. The absence of a written objection by the Purchaser during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Purchaser of Subcontractors not

listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Purchaser or Supplier as they are specified in GCC Clauses 20.1 and 20.2, or in Appendix 3 of the Contract Agreement.

- 20.4 The Supplier shall ensure that its Subcontractors comply with the relevant ES requirements and the obligations set out in GCC Clause 9.9.

## **21. Design and Engineering**

### 21.1 Technical Specifications and Drawings

- 21.1.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.

The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

- 21.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Project Manager.

### 21.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with GCC Clause 39.3.

- 21.3 Approval/Review of Controlling Technical Documents by the Project Manager

21.3.1 **Unless otherwise specified in the SCC**, there will NO Controlling Technical Documents required. However, **if the SCC specifies** Controlling Technical Documents, the Supplier shall prepare and furnish such documents for the Project Manager’s approval or review.

Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager’s approval of these documents.

GCC Clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager’s approval, but not to those furnished to the Project Manager for its review only.

21.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager’s approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

21.3.3 The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.

21.3.4 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager’s approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.

21.3.5 If any dispute occurs between the Purchaser and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document

and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 43.1 (Adjudication). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Purchaser has not given notice under GCC Clause 43.1.2, then the Supplier shall be reimbursed by the Purchaser for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

21.3.6 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

21.3.7 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

## **22. Procurement, Delivery, and Transport**

22.1 Subject to related Purchaser's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies,

- Materials, and other Goods in an expeditious and orderly manner to the Project Site.
- 22.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.
- 22.3 Early or partial deliveries require the explicit written consent of the Purchaser, which consent shall not be unreasonably withheld.
- 22.4 Transportation
- 22.4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Purchaser's instructions to the Supplier.
- 22.4.2 The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms.
- 22.4.3 **Unless otherwise specified in the SCC**, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.
- 22.5 **Unless otherwise specified in the SCC**, the Supplier will provide the Purchaser with shipping and other documents, as specified below:
- 22.5.1 For Goods supplied from outside the Purchaser's Country:
- Upon shipment, the Supplier shall notify the Purchaser and the insurance company contracted by the Supplier to provide cargo insurance by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate, with a copy to the cargo insurance company:
- (a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;
  - (b) usual transportation documents;

- (c) insurance certificate;
- (d) certificate(s) of origin; and
- (e) estimated time and point of arrival in the Purchaser's Country and at the site.

22.5.2 For Goods supplied locally (i.e., from within the Purchaser's country):

Upon shipment, the Supplier shall notify the Purchaser by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate:

- (a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;
- (b) delivery note, railway receipt, or truck receipt;
- (c) certificate of insurance;
- (d) certificate(s) of origin; and
- (e) estimated time of arrival at the site.

22.6 Customs Clearance

- (a) The Purchaser will bear responsibility for, and cost of, customs clearance into the Purchaser's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Purchaser's country in the Price Schedules referred to by Article 2 of the Contract Agreement.
- (b) At the request of the Purchaser, the Supplier will make available a representative or agent during the process of customs clearance in the Purchaser's country for goods supplied from outside the Purchaser's country. In the event of delays in customs clearance that are not the fault of the Supplier:
  - (i) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 40;
  - (ii) the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.



**23. Product Upgrades**

- 23.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid 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 bid.
- 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 Bid) 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 bidding 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 bid, 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

---

### 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 Bid; or
  - (c) results from the alteration of the System, including the Materials, by the Purchaser or any persons other

than the Supplier or a person authorized by the Supplier.

- 32.4 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Clause 32.1, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) days, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

- 32.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Purchaser or any persons (other than the Supplier) contracted by the Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

- 32.6 Such indemnity shall not cover
- (a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;

- (b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Purchaser or any other person contracted by the Purchaser, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

32.7 Such indemnities shall also not apply:

- (a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Supplier's organization;
- (b) to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Purchaser or any persons contracted by the Purchaser.

32.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.

### **33. Limitation of Liability**

33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any

indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

## **G. RISK DISTRIBUTION**

---

### **34. Transfer of Ownership**

- 34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Purchaser at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.
- 34.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) Clause 16 (Software License Agreements), and any elaboration in the Technical Requirements.
- 34.3 Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.

### **35. Care of the System**

- 35.1 The Purchaser shall become responsible for the care and custody of the System or Subsystems upon their Delivery. The Purchaser shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance), excepting such loss or damage arising from acts or omissions of the Supplier, its employees, or subcontractors.
- 35.2 If any loss or damage occurs to the System or any part of the System by reason of:



- (a) (insofar as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced Supplier could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;
- (b) any use not in accordance with the Contract, by the Purchaser or any third party;
- (c) any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Purchaser, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2,

the Purchaser shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Purchaser requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Purchaser in accordance with GCC Clause 39. If the Purchaser does not request the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Purchaser shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Purchaser shall terminate the Contract pursuant to GCC Clause 41.1.

- 35.3 The Purchaser shall be liable for any loss of or damage to any Supplier's Equipment which the Purchaser has authorized to locate within the Purchaser's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors.

- 36. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification**
- 36.1 The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in the Purchaser's Country.
- 36.2 Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Purchaser or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Purchaser, its contractors, employees, officers, or agents.
- 36.3 If any proceedings are brought or any claim is made against the Purchaser that might subject the Supplier to liability under GCC Clause 36.2, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) day period, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 36.4 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage

to property of the Purchaser, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.

36.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Purchaser to liability under GCC Clause 36.4, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.

36.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

### **37. Insurances**

37.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, who should not unreasonably withhold such approval.

(a) **Cargo Insurance During Transport**

as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from

physical loss or damage during shipment through receipt at the Project Site.

(b) Installation “All Risks” Insurance

as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under “all risks” insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.

(c) Third-Party Liability Insurance

On terms as **specified in the SCC**, covering bodily injury or death suffered by third parties (including the Purchaser’s personnel) and loss of or damage to property (including the Purchaser’s property and any Subsystems that have been accepted by the Purchaser) occurring in connection with the supply and installation of the Information System.

(d) Automobile Liability Insurance

In accordance with the statutory requirements prevailing in the Purchaser’s Country, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

(e) Other Insurance (if any), as **specified in the SCC**.

37.2 The Purchaser shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1, except for the Third-Party Liability, and the Supplier’s Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1 except for Cargo Insurance During Transport. All insurer’s rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

37.3 The Supplier shall deliver to the Purchaser certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

37.4 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless

such Subcontractors are covered by the policies taken out by the Supplier.

37.5 If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the Purchaser may take out and maintain in effect any such insurance and may from time to time deduct from any amount due the Supplier under the Contract any premium that the Purchaser shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.

37.6 Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Supplier. The Purchaser shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Purchaser's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Purchaser. With respect to insurance claims in which the Supplier's interest is involved, the Purchaser shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

### **38. Force Majeure**

38.1 "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

- (a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;
- (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public

- transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
- (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
  - (f) failure, by the Supplier, to obtain the necessary export permit(s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.
- 38.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.
- 38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).
- 38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 38.6.
- 38.5 No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
- (a) constitute a default or breach of the Contract;

- (b) (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- 38.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
- 38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Purchaser and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.
- 38.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.

## H. CHANGE IN CONTRACT ELEMENTS

---

### 39. Changes to the System

#### 39.1 Introducing a Change

39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the Purchaser shall have the right to propose, and subsequently require, the 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 bidding 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.

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**

---

#### **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.

# 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,

---

<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.

records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.



## APPENDIX 2

### Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

*[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]*

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

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

Contract reference *[insert contract reference]*

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

<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

### Table of Clauses

<b>A. Contract and Interpretation .....</b>	<b>306</b>
Definitions (GCC Clause 1).....	306
Notices ( GCC Clause 4).....	306
<b>B. Subject Matter of Contract .....</b>	<b>307</b>
Scope of the System ( GCC Clause 7).....	307
Time for Commencement and Operational Acceptance ( GCC Clause 8) .....	308
Supplier’s Responsibilities ( GCC Clause 9).....	308
<b>C. Payment.....</b>	<b>308</b>
Contract Price ( GCC Clause 11).....	308
Terms of Payment ( GCC Clause 12) .....	309
Securities ( GCC Clause 13).....	312
<b>D. Intellectual Property .....</b>	<b>312</b>
Copyright ( GCC Clause 15).....	312
Software License Agreements ( GCC Clause 16).....	312
Confidential Information ( GCC Clause 17).....	313
<b>E. Supply, Installation, Testing, Commissioning, and Acceptance of the System .....</b>	<b>313</b>
Representatives ( GCC Clause 18) .....	313
Project Plan ( GCC Clause 19) .....	313
Design and Engineering ( GCC Clause 21).....	314
Product Upgrades ( GCC Clause 23).....	314
Inspections and Tests ( GCC Clause 25) .....	314
Commissioning and Operational Acceptance ( GCC Clause 27) .....	314
<b>F. Guarantees and Liabilities.....</b>	<b>314</b>
Operational Acceptance Time Guarantee ( GCC Clause 28) .....	314
Defect Liability ( GCC Clause 29) .....	315
Functional Guarantees ( GCC Clause 30).....	315
<b>G. Risk Distribution.....</b>	<b>315</b>
Insurances ( GCC Clause 37).....	315
<b>H. Change in Contract Elements.....</b>	<b>315</b>
Changes to the System ( GCC Clause 39).....	315
<b>I. Settlement of Disputes.....</b>	<b>316</b>
Settlement of Disputes (GCC Clause 43) .....	316

## Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

### A. CONTRACT AND INTERPRETATION

#### Definitions (GCC Clause 1)

GCC 1.1 (a) (ix)	The applicable edition of the Procurement Regulation is dated: <b>Procurement Regulations for IPF Borrowers” dated July 2016, revised November 2017, August 2018 and November 2022</b>
GCC 1.1 (b) (i)	The Purchaser is: <i>Ministry of Public Works and the Digital Economy, Caribbean Digital Transformation Project - Project Implementation Unit</i>
GCC 1.1 (b) (ii)	The Project Manager is: <b>Dr. Jermaine Jewel Jean-Pierre</b>
GCC 1.1 (e) (i)	The Purchaser’s Country is: <b>Commonwealth of Dominica</b>
GCC 1.1 (e) (x)	<b>There are no Special Conditions associated with GCC 1.1 (e) (x).</b>
GCC 1.1 (e) (xiii)	The Post-Warranty Services Period is <b>12 months</b>

#### Notices (GCC Clause 4)

GCC 4.3	<p>Address of the Project Manager:</p> <p>Dr. Jermaine Jewel Jean-Pierre  Project Manager  Project Implementation Unit (PIU)  Caribbean Digital Transformation Project (CARDTP)  Ministry of Public Works and the Digital Economy  2nd Floor First Domestic Building,  19-21 King George V Street  Roseau  00109-8000  Commonwealth of Dominica  Telephone: 1-767-266-3840/3841/3844  Email: <a href="mailto:jeanpierrej@dominica.gov.dm">jeanpierrej@dominica.gov.dm</a>;  <a href="mailto:dtpuprocurement@dominica.gov.dm">dtpuprocurement@dominica.gov.dm</a></p>	cc
---------	--	----

	Fallback address of the Purchaser: <b>Same as above</b>
--	---

**B. SUBJECT MATTER OF CONTRACT**

---

**Scope of the System (GCC Clause 7)**

GCC 7.3	<p>The Supplier’s obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier’s Bid:</p> <p><b>For Lot-1</b></p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 15%;">Component No.</th> <th>Component</th> </tr> </thead> <tbody> <tr> <td><b>1</b></td> <td><b>Operations &amp; Maintenance</b></td> </tr> <tr> <td>A</td> <td>Team Leader &amp; Digital Signature Specialist</td> </tr> <tr> <td>B</td> <td>Business Analyst/Solution Architect</td> </tr> <tr> <td>E</td> <td>Change Management &amp; Capacity Building Expert</td> </tr> </tbody> </table> <p><b>For Lot-2</b></p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 15%;">Component No.</th> <th>Component</th> </tr> </thead> <tbody> <tr> <td><b>1</b></td> <td><b>Operations &amp; Maintenance</b></td> </tr> <tr> <td>A</td> <td>Team Leader &amp; e-Office/DMS Specialist</td> </tr> <tr> <td>B</td> <td>Business Analyst</td> </tr> <tr> <td>C</td> <td>Helpdesk Operator</td> </tr> <tr> <td>D</td> <td>Database Administrator</td> </tr> <tr> <td>E</td> <td>Change Management &amp; Capacity Building Expert</td> </tr> </tbody> </table>	Component No.	Component	<b>1</b>	<b>Operations &amp; Maintenance</b>	A	Team Leader & Digital Signature Specialist	B	Business Analyst/Solution Architect	E	Change Management & Capacity Building Expert	Component No.	Component	<b>1</b>	<b>Operations &amp; Maintenance</b>	A	Team Leader & e-Office/DMS Specialist	B	Business Analyst	C	Helpdesk Operator	D	Database Administrator	E	Change Management & Capacity Building Expert
Component No.	Component																								
<b>1</b>	<b>Operations &amp; Maintenance</b>																								
A	Team Leader & Digital Signature Specialist																								
B	Business Analyst/Solution Architect																								
E	Change Management & Capacity Building Expert																								
Component No.	Component																								
<b>1</b>	<b>Operations &amp; Maintenance</b>																								
A	Team Leader & e-Office/DMS Specialist																								
B	Business Analyst																								
C	Helpdesk Operator																								
D	Database Administrator																								
E	Change Management & Capacity Building Expert																								

### Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within: <i>15</i> days from the Effective Date of the Contract.
---------	--

### Supplier's Responsibilities (GCC Clause 9)

GCC 9.1	"health and safety manual is not required"
GCC 9.8	The following sustainable procurement contractual provisions, apply: <i>"none"</i> .
GCC 9.18	The Supplier <b>is not required</b> to make security arrangements for the Project Site/s.

## C. PAYMENT

---

### Contract Price (GCC Clause 11)

GCC 11.2	Adjustments to the Contract Price shall be as follows: <b>not applicable</b> .
----------	--

**Terms of Payment (GCC Clause 12)**

GCC 12.1

Subject to the provisions of GCC Clause 12 (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of goods or services under the specific payment category. 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.

**For Lot-1**

<b>Indicative Activities</b>	<b>%age of total contract value</b>
Advance against the advance bank guarantee	10%
Submission and approval of Business Analysis reports as per scope of work	10%
Submission and Approval of Solution Architecture reports as per scope of work	10%
Submission and approval of System Specifications and requirement reports as per scope of work	10%
Submission and approval of the Data Hosting SoP.	10%
Submission and approval of the Licensing SoP	10%
On completion of Change Management and Training activity as per the agreed SoP	20%
Implementation of the System	10%
Maintenance, Support and Continuing Services	10%
<b>Total Contract Value</b>	<b>100%</b>

<b>Recurring Cost</b>
-----------------------

“one hundred percent (100%) of the price of the services actually delivered will be paid quarterly in arrears, on submission and Purchaser’s approval of invoices”.
---



<b>For Lot-2</b>	
<b>Categories</b>	<b>%age of pro-rata Contract Price</b>
<b>Supply and Installation Cost</b>	
Advance against the advance bank guarantee	10%
Submission and Approval of Detailed Analysis, Physical Design and Integrated system documents	20%
Capacity Building as per Sub Section 2.4. Training and Training Materials with 95% of success	20%
OAT of the e-Office for DMS	35%
Commissioning/installation of the e-Office for DMS in MDAs	15%
<b>Total Contract Value</b>	<b>100%</b>
<b>Recurring Cost</b>	
<p>“one hundred percent (100%) of the price of the services actually delivered will be paid quarterly in arrears, on submission and Purchaser’s approval of invoices”.</p>	

GCC 12.3	The Purchaser shall pay to the Supplier interest on the delayed payments at a rate of: <b>London Inter Bank Offered Rate (LIBOR) +1%</b> 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 <b>Eastern Caribbean Dollar (XCD)</b> for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the exchange rate found in <b>Eastern Caribbean Central Bank (ECCB)</b>

#### Securities (GCC Clause 13)

GCC 13.3.1	The Performance Security shall be denominated in <b>XCD</b> for an amount equal to <b>10</b> percent 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 2.5 percent of the Contract Price, excluding any Recurrent Costs.

### D. INTELLECTUAL PROPERTY

---

#### 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	The ownership of the source code, configuration DLLs, and the related elements of the Lot-1 & Lot-2 application and the associated Databases as described in the Track-1 of the Scope of Work shall be with purchaser.
GCC 15.5	There are no Special Conditions of Contract applicable to GCC Clause 15.5

#### Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iv)	There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)
-------------------	--

GCC 16.1 (b) (vi)	<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>

#### **Confidential Information (GCC Clause 17)**

GCC 17.1	<b>There are no Special Conditions of Contract applicable to GCC Clause 17.1</b>
----------	--

### **E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM**

---

#### **Representatives (GCC Clause 18)**

GCC 18.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 18</i>
GCC 18.2.2	<i>There are no Special Conditions of Contract applicable to GCC Clause 18.2.2</i>

#### **Project Plan (GCC Clause 19)**

GCC 19.1	<p>Chapters in the Project Plan shall address the following subject:</p> <ul style="list-style-type: none"> <li><i>(a) Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);</i></li> <li><i>(b) Implementation Sub-Plan;</i></li> <li><i>(c) Training Sub-Plan;</i></li> <li><i>(d) Testing and Quality Assurance Sub-Plan;</i></li> </ul>
----------	---

	<p><b><i>(e) Warranty Defect Repair and Technical Support Service Sub-Plan</i></b></p> <p>Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements, <i>Section VII</i></p>
GCC 19.6	<p><b><i>The Supplier shall submit to the Purchaser:</i></b></p> <p><b><i>(i) monthly inspection and quality assurance reports</i></b></p> <p><b><i>(ii) monthly training participants test results</i></b></p> <p><b><i>(iii) monthly log of service calls and problem resolutions</i></b></p>

#### **Design and Engineering (GCC Clause 21)**

GCC 21.3.1	<b><i>There are no Special Conditions of Contract applicable to GCC Clause 21.3.1.</i></b>
------------	--

#### **Product Upgrades (GCC Clause 23)**

GCC 23.4	<b><i>There are no Special Conditions of Contract applicable to GCC Clause 23.4.</i></b>
----------	--

#### **Inspections and Tests (GCC Clause 25)**

GCC 25	<b><i>There are no Special Conditions of Contract applicable to GCC Clause 25.</i></b>
--------	--

#### **Commissioning and Operational Acceptance (GCC Clause 27)**

GCC 27.2.1	<b><i>There are no Special Conditions of Contract applicable to GCC Clause 27.2.1.</i></b>
------------	--

## **F. GUARANTEES AND LIABILITIES**

---

#### **Operational Acceptance Time Guarantee (GCC Clause 28)**

GCC 28.2	<b><i>There are no Special Conditions of Contract applicable to GCC Clause 28.2.</i></b>
----------	--

GCC 28.3	<i>There are no Special Conditions of Contract applicable to GCC Clause 28.3.</i>
----------	---

#### **Defect Liability (GCC Clause 29)**

GCC 29.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.1.</i>
GCC 29.4	<i>9months of O&amp;M as per the project implementation schedule</i>
GCC 29.10	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.10</i>

#### **Functional Guarantees (GCC Clause 30)**

GCC 30	<i>There are no Special Conditions of Contract applicable to GCC Clause 30.</i>
--------	---

### **G. RISK DISTRIBUTION**

---

#### **Insurances (GCC Clause 37)**

GCC 37.1 (c)	The Supplier shall obtain Third-Party Liability Insurance in the amount of <b>USD500,000.00</b> with deductible limits of no more than <b>USD10,000.00</b> . The insured Parties shall be <i>agreed during the contract stage</i> . The Insurance shall cover the period from <i>the Effective Date of the Contract expiration date</i>
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**

---

#### **Changes to the System (GCC Clause 39)**

GCC 39.4	<b>Value Engineering</b>  The Purchaser <b>will not</b> consider a Value Engineering Proposal.
----------	--

## I. SETTLEMENT OF DISPUTES

### Settlement of Disputes (GCC Clause 43)

GCC 43.1.4	The Appointing Authority for the Adjudicator is: <b>the Eastern Caribbean Supreme Court.</b>
GCC 43.2.3	<p>If the Supplier is from outside the Purchaser’s Country arbitration proceedings shall be conducted in accordance with the rules of arbitration of <b>UNCITRAL</b>. These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract.</p> <p>If the Supplier is a national of the Purchaser’s Country, any dispute between the Purchaser and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of the Purchaser’s country.</p>
GCC 43.2.3	<p>The proposed Adjudicator is: <b>Mr. Craig Nesty.</b></p> <p><b><u>EDUCATION:</u></b></p> <ul style="list-style-type: none"> <li>• Master Of Science in Computer Science • 2023 • Georgia Institute of Technology, Atlanta, Georgia</li> <li>• Master Of Engineering in Internetworking • 2003 • University of Dalhousie, Halifax, Nova Scotia</li> <li>• Bachelors of Applied Sciences Civil Engineering • 1995 • University of Waterloo, Waterloo, Ont. F First Class Honors, Dean’s List</li> </ul> <p><b><u>PROFESSIONAL EXPERIENCE</u></b></p> <p>EXECUTIVE DIRECTOR • National Telecommunications Regulatory Commission (NTRC) • 2009 – CURRENT</p> <ul style="list-style-type: none"> <li>• Provided overall leadership and guidance for the institution and transformed it into a more functional and relevant institution.</li> <li>• Led an initiative to pioneer the creation of mobile applications on the island and won the Pitch IT World Bank local hub initiative. Won the FRIDA grant to implement internet of things in schools. Led the implementation of Alfresco Document Management System which streamlined the storage and retrieval of Documents at the NTRC.</li> </ul> <p>TELECOMMUNICATIONS CONSULTANT • CLARA LIONEL FOUNDATION • 2020 – 2021</p> <ul style="list-style-type: none"> <li>• Prepared a desk review of the state of telecommunications in both Dominica and Barbados outlining coverage of various</li> </ul>

	<p>services, network robustness and resilience, regulatory frameworks and emergency communication services.</p> <p><b>EASTERN CARIBBEAN SUPREME COURT APPOINTED MEDIATOR • 2016 – CURRENT</b></p> <ul style="list-style-type: none"> <li>• Conducted several successful mediations for the Eastern Caribbean Supreme Court involving a wide array of matters involving defamation, and property rights. Mediated issues concerning anticompetitive practices, harmful frequency interference between telecommunications companies</li> </ul> <p><b>INDEPENDENT CONTRACTOR • UNDP • 2017 – 2018</b></p> <ul style="list-style-type: none"> <li>• Provided Technical Support and Quality Control/Quality Assurance for the Building Damage Assessment National Survey.</li> <li>• Used Python, R and PowerBI to provide comprehensive analyses of over 1 million records of building damage data collected and hosted in the Building Damage Management Information System.</li> </ul> <p><b>IP AND DATA MANAGER • CABLE &amp; WIRELESS(FLOW) • 2002 – 2009</b></p> <ul style="list-style-type: none"> <li>• Developed a customer tracking dashboard by mining data from the Customer Information Management System which informed monthly meetings by summarizing KPIs.</li> <li>• Successfully implemented the eService and billing platform</li> </ul> <p><b>PROJECT ENGINEER • DOWASCO • 1995 – 2001</b></p> <ul style="list-style-type: none"> <li>• Designed and constructed water distribution networks, storage tanks, pump stations and intakes. Developed a database that tracked all material used on the 30 Million dollars rural water project.</li> </ul> <p><b>AUTOCAD CONSULTANT • CARIBBEAN DATA SERVICES • 2000 – 2001</b></p> <ul style="list-style-type: none"> <li>• Provided consulting services to an American Offshore GIS firm by writing AutoLisps routines in AutoCAD which facilitated conversion of raster aerial photographs to vector drawings.</li> </ul> <p>The proposed hourly fee is <b>USD60.00</b>.</p>
--	--

## SECTION X - CONTRACT FORMS

### Notes to the Purchaser on preparing the Contract Forms

---

**Performance Security:** Pursuant to GCC Clause 13.3, the successful Bidder 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 Bidder 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 bidding document to potential Bidders.

**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 bidding 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 bidding document.

### Notes to Bidders on working with the Sample Contractual Forms

---

The following forms are to be completed and submitted by the successful Bidder 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 Bidder's Bid Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's bid prices to correct errors, adjust the Contract Price to reflect – if applicable - any extensions to bid validity beyond the last day of original bid validity plus 56 days, etc.
- **Performance Security:** Pursuant to GCC Clause 13.3, the successful Bidder is required to provide the Performance Security in the form contained in this



section of these bidding documents and in the amount specified in accordance with the SCC.

- Advance Payment Security: Pursuant to GCC Clause 13.2, the successful Bidder is required to provide a bank guarantee for the full amount of the Advance Payment - if an Advance Payment is specified in the SCC for GCC Clause 12.1 - in the form contained in this section of these bidding documents or another form acceptable to the Purchaser. If a Bidder 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 bid 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 bidding documents for the information of Bidders.

## Table of Contract Forms

<b>Notification of Intention to Award .....</b>	<b>321</b>
<b>Beneficial Ownership Disclosure Form .....</b>	<b>325</b>
<b>Letter of Acceptance .....</b>	<b>327</b>
<b>1. Contract Agreement .....</b>	<b>328</b>
Appendix 1. Supplier’s Representative.....	332
Appendix 2. Adjudicator.....	333
Appendix 3. List of Approved Subcontractors .....	334
Appendix 4. Categories of Software.....	335
Appendix 5. Custom Materials .....	336
Appendix 6. Revised Price Schedules .....	337
Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments .....	338
<b>2. Performance and Advance Payment Security Forms.....</b>	<b>339</b>
2.1 ...Performance Security Form (Bank Guarantee).....	340
2.2 ...Advance Payment Security Bank Guarantee .....	342
<b>3. Installation and Acceptance Certificates .....</b>	<b>344</b>
3..... Installation and Acceptance Certificates.....	344
3.1 ...Installation Certificate.....	345
3.2 ...Operational Acceptance Certificate .....	346
<b>4. Change Order Procedures and Forms.....</b>	<b>347</b>
4.1 ...Request for Change Proposal Form .....	348
4.2 ...Change Estimate Proposal Form.....	350
4.3 ...Estimate Acceptance Form .....	351
4.4 ...Change Proposal Form.....	352
4.5 ...Change Order Form .....	354
4.6 ...Application for Change Proposal Form .....	356

## NOTIFICATION OF INTENTION TO AWARD

---

*[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]*

*[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]*

For the attention of Bidder'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 Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]*

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

### Notification of Intention to Award

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

Project: *[insert **name of project**]*

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

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

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

RFB No: *[insert **RFB 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 Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Bidder

Name:	[insert name of successful Bidder]
Address:	[insert address of the successful Bidder]
Contract price:	[insert contract price of the successful Bidder]
Total combined score:	[insert the total combined score of the successful Bidder]

### 2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Technical Score (If applicable)	Bid price	Evaluated Bid Cost	Combined Score (if applicable)
[insert name]	[insert Technical score]	[insert Bid price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Bid price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Bid price]	[insert evaluated cost]	[insert combined score]

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

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

### 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 Bid. 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 Bidder, 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 Bidder, 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 Bidder who submitted a Bid in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

## 6. Standstill Period

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

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

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

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

On behalf of the Purchaser:

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

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

Agency: *[insert name of Purchaser]*

Email address: *[insert email address]*

Telephone number: *[insert telephone number]*

## BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder. In case of joint venture, the Bidder 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 Bidder is any natural person who ultimately owns or controls the Bidder 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 Bidder*

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

Request for Bid 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 Bidder (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 Bidder

**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 Bidder 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 Bidder”

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

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

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

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

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

\* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

\*\* Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.



## LETTER OF ACCEPTANCE

---

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

Project: *[insert name of project]*

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

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

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

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

Date: *[insert Date]*

To: *[insert Name of Bidder]*

This is to notify you that your Bid dated *[insert Date]* for execution of the *[insert brief description of the Information System]* for the Contract Price in the aggregate of *[insert amount in figures]* (*[insert amount in words]*), as corrected and modified in accordance with the Instructions to Bidders 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 BDS ITB 47.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

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

Name and Title of Signatory: *[insert Name and Title]*

Name of Agency: *[insert Purchaser Name]*

Attachment: Contract Agreement

## 1. CONTRACT AGREEMENT

---

THIS CONTRACT AGREEMENT is made

the [ *insert: ordinal number* ] day of [ *insert: month* ], [ *insert: year* ].

BETWEEN

- (1) **Ministry of Public Works and the Digital Economy, Government of the Commonwealth of Dominica** and having its principal place of business at ***First Floor, Government Headquarters, Kennedy Avenue, Roseau*** (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: ***Development, Establishment and Adoption of a Digital Signature Framework*** (“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 bid 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)
- In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1 above.
- 1.3 Definitions (Reference GCC Clause 1)
- Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.
- Article 2. 2.1 Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11)
- Contract Price and Terms of Payment
- The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of: *[ insert: amount of foreign currency A in words ], [insert: amount in figures ], plus [insert: amount of foreign currency B in words ], [insert: amount in figures ], plus [insert: amount of foreign currency C in words ], [insert: amount in figures ], [insert: amount of local currency in words ], [insert: amount in figures ],* as specified in the Grand Summary Price Schedule.
- The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified.
- Article 3. 3.1 Effective Date (Reference GCC Clause 1.1 (e) (ix))
- Effective Date for Determining Time for Operational Acceptance
- The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:
- (a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;
  - (b) The Supplier has submitted to the Purchaser the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause 13.3;
  - (c) The Purchaser has paid the Supplier the advance payment, in accordance with GCC Clause 12;

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

Article 4. 4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

Appendixes

- 4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

#### APPENDIXES

- Appendix 1. Supplier's Representative
- Appendix 2. Adjudicator
- 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: **MR. EMILE LANCELOT**  
**PERMANENT SECRETARY**

\_\_\_\_\_  
In the presence of: *Jermaine Jewel Jean-Pierre PhD*  
*Project Manager*  
*Project Implementation Unit*  
*Caribbean Digital Transformation Project*

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) (viii), the agreed-upon Adjudicator is: please refer to GCC

Name: *Mr. Craig Nesty*

Title: *Executive Director, National Telecommunications Regulatory Commission*

Address: *20 Cork Street, Roseau, Commonwealth of Dominica*

Telephone: *767-235-1245*

In accordance with GCC Clause 43.1.3, the agreed-upon fees and reimbursable expenses are:

Hourly Fees: *USD60.00*

Reimbursable Expenses: *[ list: reimbursables ]*

Pursuant to GCC Clause 43.1.4, if at the time of Contract signing, agreement has not been reached between the Purchaser and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

### Appendix 3. List of Approved Subcontractors

The Purchaser has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the Purchaser of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Purchaser reasonable time for review. In accordance with GCC Clause 20.1, the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Purchaser and their names have been added to this list of Approved Subcontractors, subject to GCC Clause 20.3.

*[ specify: item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its bid and that the Purchaser approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary. ]*

Item	Approved Subcontractors	Place of Registration





## Appendix 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 Bid. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's bid price, pursuant to the ITB Clauses 30.3 and 38.2.

## **Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments**

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

---

## **2. PERFORMANCE AND ADVANCE PAYMENT SECURITY FORMS**

---

## 2.1 Performance Security Form (Bank Guarantee) (Bank Guarantee)

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

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

Beneficiary: *[insert: **Name and Address of Purchaser**]*

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

PERFORMANCE GUARANTEE No.: *[insert: **Performance Guarantee Number**]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that on *[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for *[insert: **title and/or brief description of the Contract**]* (hereinafter called "the Contract") to *[insert: **complete name of Supplier which in the case of a joint venture shall be in the name of the joint venture**]* (hereinafter called "the Applicant"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert: **amount(s)<sup>1</sup> in figures and words**]* such sum being payable in the types and proportions of currencies which the Contract Price is payable upon receipt by us of the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the contract without the Beneficiary needing to prove or to show grounds or reasons for their demand or the sum specified therein.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: **amount(s)<sup>1</sup> in figures and words**]*. This remaining guarantee shall expire no later than *[insert: **number and select: of months/of years** (of the Warranty Period that needs to be covered by the remaining*

---

<sup>1</sup> The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

*guarantee*)] from the date of the Operational Acceptance Certificate for the System,<sup>1</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under 15 (a) is hereby excluded.

---

*[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> *In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.*

## 2.2 Advance Payment Security Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: *[insert: Name and Address of Purchaser]*

Date: *[insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[insert: Advance Payment Guarantee Number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that on *[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for *[insert: title and/or brief description of the Contract]* (hereinafter called "the Contract") to *[insert: complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert: amount in numbers and words, for each currency of the advance payment]* is to be made to the Supplier against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures] ([insert amount in words])<sup>1</sup>* upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been

---

<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*



credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

---

*[signature(s)]*

*[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]*

---

### **3. INSTALLATION AND ACCEPTANCE CERTIFICATES**

---

#### **3. Installation and Acceptance Certificates**

### 3.1 Installation Certificate

Date: [ *insert: date* ]

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

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

Contract: [ *insert: name and number of Contract* ]

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

Dear Sir or Madam:

Pursuant to GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the [ *insert: name of Purchaser* ] (hereinafter the “Purchaser”) dated [ *insert: date of Contract* ], relating to the [ *insert: brief description of the Information System* ], we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: [ *insert: description* ]
2. Date of Installation: [ *insert: date* ]

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

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

### 3.2 Operational Acceptance Certificate

Date: [ insert: **date** ]

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

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

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

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

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the [ insert: **name of Purchaser** ] (hereinafter the “Purchaser”) dated [ insert: **date of Contract** ], relating to the [ insert: **brief description of the Information System** ], we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Purchaser hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): [ insert: **description** ]
2. Date of Operational Acceptance: [ insert: **date** ]

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed: \_\_\_\_\_

Date: [ insert: **date** ]

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

## 4. CHANGE ORDER PROCEDURES AND FORMS

---

Date: *[ insert: date ]*

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

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

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

### General

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

### Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Purchaser.

### References to Changes

- (1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.
- (2) Change Estimate Proposals shall be numbered CN-nnn.
- (3) Estimate Acceptances shall be numbered CA-nnn.
- (4) Change Proposals shall be numbered CP-nnn.
- (5) Change Orders shall be numbered CO-nnn.

On all forms, the numbering shall be determined by the original CR-nnn.

### Annexes

- 4.1 Request for Change Proposal Form
- 4.2 Change Estimate Proposal Form
- 4.3 Estimate Acceptance Form
- 4.4 Change Proposal Form
- 4.5 Change Order Form
- 4.6 Application for Change Proposal Form

## 4.1 Request for Change Proposal Form

(Purchaser's Letterhead)

Date: [ *insert: date* ]

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

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

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

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

Attention: [ *insert: name and title* ]

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within [ *insert: number* ] days of the date of this letter.

1. Title of Change: [ *insert: title* ]
2. Request for Change No./Rev.: [ *insert: number* ]
3. Originator of Change: [ *select Purchaser / Supplier (by Application for Change Proposal), and add: name of originator* ]
4. Brief Description of Change: [ *insert: description* ]
5. System (or Subsystem or major component affected by requested Change): [ *insert: description* ]
6. Technical documents and/or drawings for the request of Change:

Document or Drawing No.	Description
-------------------------	-------------
7. Detailed conditions or special requirements of the requested Change: [ *insert: description* ]
8. Procedures to be followed:
  - (a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
  - (b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.

- (c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.
  - (d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.
  - (e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.
9. As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all its elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Purchaser

Signed:

Date:

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

## 4.2 Change Estimate Proposal Form

(Supplier's Letterhead)

Date: [ *insert: date* ]

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

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

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

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

Attention: [ *insert: name and title* ]

Dear Sir or Madam:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change: [ *insert: title* ]
2. Request for Change No./Rev.: [ *insert: number* ]
3. Brief Description of Change (including proposed implementation approach): [ *insert: description* ]
4. Schedule Impact of Change (initial estimate): [ *insert: description* ]
5. Initial Cost Estimate for Implementing the Change: [ *insert: initial cost estimate* ]
6. Cost for Preparation of Change Proposal: [ *insert: cost in the currencies of the Contract* ], as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [ *state: "Supplier's Representative" or specify a other higher level authority in the Supplier's organization* ]



### 4.3 Estimate Acceptance Form

(Purchaser's Letterhead)

Date: [ *insert: date* ]

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

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

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

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

Attention: [ *insert: name and title* ]

Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1. Title of Change: [ *insert: title* ]
2. Request for Change No./Rev.: [ *insert: request number / revision* ]
3. Change Estimate Proposal No./Rev.: [ *insert: proposal number / revision* ]
4. Estimate Acceptance No./Rev.: [ *insert: estimate number / revision* ]
5. Brief Description of Change: [ *insert: description* ]
6. Other Terms and Conditions: [ *insert: other terms and conditions* ]

In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, in accordance with GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [ *state: "Project Manager" or specify a higher level authority in the Purchaser's organization* ]

## 4.4 Change Proposal Form

(Supplier's Letterhead)

Date: [ insert: **date** ]

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

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

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

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

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

Dear Sir or Madam:

In response to your Request for Change Proposal No. [ insert: **number** ], we hereby submit our proposal as follows:

1. Title of Change: [ insert: **name** ]
2. Change Proposal No./Rev.: [ insert: **proposal number/revision** ]
3. Originator of Change: [ select: **Purchaser / Supplier**; and add: **name** ]
4. Brief Description of Change: [ insert: **description** ]
5. Reasons for Change: [ insert: **reason** ]
6. The System Subsystem, major component, or equipment that will be affected by the requested Change: [ insert: **description** ]
7. Technical documents and/or drawings for the requested Change:  
Document or Drawing No.                      Description
8. Estimate of the increase/decrease to the Contract Price resulting from the proposed Change: [ insert: **amount in currencies of Contract** ], as detailed below in the breakdown of prices, rates, and quantities.  
Total lump sum cost of the Change:  
Cost to prepare this Change Proposal (i.e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):
9. Additional Time for Achieving Operational Acceptance required due to the Change: [ insert: **amount in days / weeks** ]

10. Effect on the Functional Guarantees: *[ insert: **description** ]*
11. Effect on the other terms and conditions of the Contract: *[ insert: **description** ]*
12. Validity of this Proposal: for a period of *[ insert: **number** ]* days after receipt of this Proposal by the Purchaser
13. Procedures to be followed:
  - (a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within *[ insert: **number** ]* days from your receipt of this Proposal.
  - (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed:

Date:

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



For and on behalf of the Supplier

Signed: \_\_\_\_\_

Date: [ insert *date* ]

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

## 4.6 Application for Change Proposal Form

(Supplier's Letterhead)

Date: [ *insert: date* ]

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

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

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* ]