República de Angola

REPUBLIC OF ANGOLA
INSTITUTO DE MODERNIZAÇÃO ADMINISTRATIVA
Angola Digital Acceleration Project (PADA) — World Bank financing

BIDDING DOCUMENT

Request for Bids (RFB) — Information Systems
Design, Supply and Installation · Two-Envelope Bidding Process · Without Prequalification

Procurement of the Technology Platform (CMS, BPM, Web Application Firewall, Authentication) and Supporting Processing and Computing Infrastructure for the Single Public Services Portal - SIMPLIFICA Portal

STEP Activity 2.1.7-1 · Subcomponent 2.1 (Post review)
RFB No. 2.1.7-1

IMA Instituto de Modernização Administrativa
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Luanda, Angola

GOVERNO DE ANGOLA

Specific Procurement Notice

Request for Bids
Information Systems
(Design, Supply and Installation)
(Two-Envelope Bidding Process — Without Prequalification)

Purchaser: Instituto de Modernização Administrativa (IMA)

Project: Angola Digital Acceleration Project (PADA)

Contract title: Procurement of the Technology Platform (CMS, BPM, Web Application Firewall, Authentication) and Supporting Processing and Computing Infrastructure for the Single Public Services Portal - SIMPLIFICA Portal

Country: Republic of Angola

Loan No. / Credit No.: IBRD Loan No. 9693-AO

RFB No.: 2.1.7-1

1. The Republic of Angola has received financing from the World Bank toward the cost of the Angola Digital Acceleration Project (PADA), and intends to apply part of the proceeds toward payments under the contract for the Procurement of the Technology Platform (CMS, BPM, Web Application Firewall, Authentication) and Supporting Processing and Computing Infrastructure for the Single Public Services Portal - SIMPLIFICA Portal.
2. The Instituto de Modernização Administrativa (IMA) now invites sealed Bids from eligible Bidders, submitted in two separately sealed envelopes (Technical Part and Financial Part), for the design, supply, installation and commissioning of the technology platform that evolves the SIMPLIFICA portal of the Single Window for Remote Delivery of Public Services (Janela Única) — a process and decision rules engine with forms and back office, headless content management and the National Catalogue of Public Services, natural-language search, web application firewall, access management and observability, and processing and computing infrastructure in one data center in Angola — with the Production and Recovery environments in separate zones — to which the existing portal is rehosted; the improvement of the existing portal functions (personal area, digital wallet, appointment scheduling, digital signature, mobile application and the Simplifica AI assistant); and artificial intelligence integrated across the portal, the back office and content management, including the digitization of public services at a unit price per complexity class, training, warranty and support for five years. The time for Operational Acceptance is forty-six (46) weeks from the Effective Date of the Contract.
3. Bidding will be conducted through international competitive procurement using a Request for Bids (RFB), with rated criteria and a two-envelope process, as specified in the World Bank's "Procurement Regulations for IPF Borrowers", September 2023 ("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations.
4. Interested eligible Bidders may obtain further information from the Instituto de Modernização Administrativa (IMA) through the general contacts given below, and

inspect the bidding document during office hours, 08:00 to 15:30, at the address given below.

5. The bidding document is issued in English. A Portuguese translation is provided for information only; in case of any discrepancy, the English text shall prevail. It may be obtained free of charge by interested eligible Bidders upon written request to the e-mail address given below, quoting the reference RFB 2.1.7-1, and will be sent by e-mail.
6. Bids must be delivered to the address below on or before 10:00 (Luanda time) on 27 November 2026. Electronic bidding will not be permitted. Late Bids will be rejected. Each Bid shall comprise two separately sealed envelopes: the Technical Part and the Financial Part. The Technical Parts will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend, at the address below, at 10:30 on the same day. The Financial Parts will remain sealed and will be publicly opened after the technical evaluation, on a date notified in writing to the Bidders whose Technical Parts are found substantially responsive.
7. All Bids must be accompanied by a Bid Security in the amount of USD 40,000 (forty thousand United States dollars), enclosed in the Technical Part.
8. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.
9. The address referred to above is:

    Instituto de Modernização Administrativa (IMA)
    Avenida 1.º Congresso do MPLA, CIF Luanda One Building, 21st Floor,
    Luanda, Republic of Angola
    Website: www.ima.gov.ao

Request for Bids
Information Systems
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(Two-Envelope Bidding Process)
(Without Prequalification)

Procurement of:
Procurement of the Technology Platform (CMS, BPM, Web Application Firewall, Authentication) and Supporting Processing and Computing Infrastructure for the Single Public Services Portal - SIMPLIFICA Portal

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Project: Angola Digital Acceleration Project (PADA)

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RFB No.: 2.1.7-1

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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 or its Subcontractors' personnel with other Supplier's or Subcontractors' personnel or Purchaser's personnel.

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 shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information

relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked "Original Bid". The Financial Part shall contain the Letter of Bid – Financial Part and the Price Schedules; all other documents listed below form part of the Technical Part. The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive. The Bid shall comprise the following:

(a) **Letter of Bid – Technical Part** and **Letter of Bid – Financial Part**, prepared in accordance with ITB 12;

(b) **Price Schedules** completed in accordance with ITB 12 and ITB 17, to be included in the Financial Part;

(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 – Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letters of Bid and Price Schedules

12.1. The Bidder shall prepare the Letter of Bid – Technical Part and the Letter of Bid – Financial Part, 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 20.1, 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 bank or 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.

20.4. 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.

20.5. 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.

20.6. 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.

20.7. 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.

20.8. 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 – Technical Part and repeated in the Letter of Bid – Financial Part, 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.

20.9. 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.

20.10. 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 – Technical Part and repeated in the Letter of Bid – Financial Part, 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 two separate, sealed envelopes (the Technical Part and the Financial Part). These two envelopes shall be enclosed in a sealed outer envelope marked "Original Bid". In addition:

(a) the Bidder shall submit copies of the Bid in the number specified in the BDS. Copies of the Technical Part shall be placed in a separate sealed envelope marked "Copies: Technical Part". Copies of the Financial Part shall be placed in a separate sealed envelope marked "Copies: Financial Part". The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked "Bid Copies". In the event of any discrepancy between the original and the copies, the original shall prevail; and

(b) the envelopes marked "Original Bid" and "Bid Copies" (and, if appropriate, a third envelope marked "Alternative Bid") shall be enclosed in a separate sealed outer envelope for submission to the Purchaser; 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

expiration of the period of Bid validity specified by the Bidder on the Letter of Bid – Technical Part and repeated in the Letter of Bid – Financial Part, or any extension thereof.

26. Bid Opening

26.1. Except as in the cases specified in ITB 24 and ITB 25.2, the Purchaser shall, at this Bid opening, publicly open and read out, in accordance with this ITB, all Bids received by the deadline at the date, time and place specified in the BDS in the presence of Bidders' designated representatives and anyone who chooses to attend. 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 other envelopes marked "Technical Part" shall be opened one at a time. All envelopes marked "Financial Part" shall remain sealed, and kept by the Purchaser in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part of the Bids. On opening the envelopes marked "Technical Part" the Purchaser shall read out: the name of the Bidder and whether there is a modification; the presence or absence of a Bid Security; and any other details as the Purchaser may consider appropriate.

26.6. Only Technical Parts of Bids that are read out at Bid opening shall be considered further in the evaluation. The Letter of Bid – Technical Part and the separate sealed envelope marked "Financial Part" 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. Following the opening of the Technical Parts of the Bid the Purchaser shall prepare a record that shall include, as a minimum:

(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;

(b) the presence or absence of a duly sealed envelope marked "Financial Part";

(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.

26.10. Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information: (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document; (b) their envelope marked "Financial Part" will be returned to them unopened after the completion of the bid evaluation process and the signing of the Contract; and (c) the date, time and location of the public opening of the envelopes marked "Financial Part".

26.11. The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information: (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria; (b) their envelope marked "Financial Part" will be opened at the public opening of Financial Parts; and (c) the date, time and location of the public opening of the envelopes marked "Financial Part".

26.12. The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation. However, if the Purchaser receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 50.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend.

26.13. At this public opening the Financial Parts will be opened by the Purchaser in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the Qualification Criteria and whose Bids were evaluated as substantially responsive will have their envelopes marked "Financial Part" opened at the second public opening. Each of these envelopes marked "Financial Part" shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Purchaser. The Purchaser shall read out the names of each Bidder, the technical score and the total Bid prices, including any discounts, and any other details as the Purchaser may consider appropriate.

26.14. Only envelopes of Financial Part of Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Price Schedules are to be initialed by representatives of the Purchaser attending the Bid opening in the manner specified in the BDS. The Purchaser shall neither discuss the merits of any Bid nor reject any envelopes marked "Financial Part".

26.15. The Purchaser shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum: (a) the name of the Bidder whose Financial Part was opened; and (b) the Bid price, including any discounts. The Bidders whose envelopes marked "Financial Part" have been opened or their representatives who are present shall be requested to sign the record. The omission of a 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 the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with ITB 26. Information relating to the evaluation of the Financial Part, the evaluation of combined Technical Part and Financial Part, 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 in Schedules 3.2 to 3.5 and the amount given in Schedule 3.1 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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 the required securities have been furnished, whether any computational errors have been made, and whether the Bids 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 prequalification 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 prequalified Bidder and, in the case of a Joint Venture, that partners and the structure of the Joint Venture are unchanged from those in the prequalification.

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 Most Advantageous Bid.

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. 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.

39.4. 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.

39.5. 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.

39.6. 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 the ITB.

ITB Reference	Specific Data
A. General	
ITB 1.1	The reference number of the Request for Bids is: 2.1.7-1 The Purchaser is: Instituto de Modernização Administrativa (IMA), Republic of Angola. The name of the RFB is: Procurement of the Technology Platform (CMS, BPM, Web Application Firewall, Authentication) and Supporting Processing and Computing Infrastructure for the Single Public Services Portal - SIMPLIFICA Portal. The Purchaser shall not accept bids for multiple lots under this bidding document. The lots are: Not applicable — single lot, comprising Subsystems S1 to S6 of Section VII.
ITB 1.3 (a)	Electronic Procurement shall not be applicable to this procurement. Electronic procurement system: not applicable. Aspects managed electronically: not applicable.
ITB 2.1	The Borrower is: Republic of Angola, represented by the Ministry of Finance; the Purchaser is the designated implementing agency. Amount of the Financing Agreement: USD 300,000,000 (three hundred million United States dollars), IBRD Loan No. 9693-AO. The name of the Project is: Angola Digital Acceleration Project (PADA). Payments under the Contract that fall due after the Closing Date of the Loan (currently March 2030) — in particular Recurrent Cost Items, digitized services ordered under SRV-03 and optional item S1.13 — shall be financed by the Borrower from the General State Budget (Orçamento Geral do Estado — OGE), under the same terms of the Contract.
ITB 4.1	The maximum number of members in the JV shall be: three (3).
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.
B. Bidding Document	
ITB 7.1	For Clarification of Bid purposes only, the Purchaser's address is: Attention: Instituto de Modernização Administrativa (IMA) Address: Instituto de Modernização Administrativa, Avenida 1.º Congresso do MPLA, CIF Luanda One Building, 21st Floor · E-mail: [insert IMA general e-mail address] · Telephone: [insert IMA general telephone number] · Subject line: "RFB 2.1.7-1" City: Luanda Country: Republic of Angola Requests for clarification shall be received by the Purchaser no later than fourteen (14) days before the deadline for submission of Bids, in accordance with ITB 23.
ITB 7.1	Web page: www.ima.gov.ao ("Announcements" section — https://ima.gov.ao/web/eventos)
ITB 7.4	A Pre-Bid meeting shall take place, with optional attendance, on the tenth (10th) Business Day after issuance of the Request for Bids, in person and by videoconference: Date: 28 October 2026 Time: 10:00 (Luanda time) Address: headquarters of the Instituto de Modernização Administrativa, Avenida 1.º Congresso do MPLA, CIF Luanda One Building, 21st Floor

ITB Reference	Specific Data
	City: Luanda Country: Republic of Angola A site visit conducted by the Purchaser shall not be organized. At the Pre-Bid meeting, the Purchaser will hold a technical demonstration session of the SIMPLIFICA portal, open to all Bidders. No technical description of the portal is provided beyond Section VII, Part D, 0.4; any additional technical information on the portal will be provided only at that session and in the responses to requests for clarification, which are communicated to all Bidders in accordance with ITB 7.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English. A Portuguese translation of the bidding document is provided for information only; in case of any discrepancy between the two versions, the English text shall prevail. The Bid, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in English. All correspondence exchange shall be in the Portuguese or English language. The language for translation of supporting documents and printed literature is Portuguese or English. The Contract shall be signed in English, which shall govern the contractual relations between the Purchaser and the Supplier (SCC for GCC 3.1.1). The Supplier shall, at its own cost and within twenty-eight (28) days of signature, provide a complete Portuguese copy (translation) of the Contract for the Purchaser's day-to-day use; in case of discrepancy, the English version shall prevail.
ITB 11.1 (k)	The Bidder shall submit the following additional documents with its Bid: (a) Code of Conduct for the Supplier's and Subcontractors' Personnel (ES), using the form in Section IV, without substantive modifications, but it may add requirements that take into account specific risks of the Contract; (b) Sizing justification, with the minimum content set out in Section VII, Part D, 0.8 (c), including the quantities of E1 and E2 needed to achieve the year 5 parameters; (c) Evidence Index for the rated features, in the format of Section VII, Part D, 0.8 (b); (d) Proposed software and hardware architecture, with diagrams (Section VII, 1.3); (e) Statement of the licensing model and metric of each Standard Software product, demonstrating coverage of SWP-02 and SWP-03; (f) Statement that all data, keys, and logs of the System and of the rehosted portal remain in Angola and that no component depends on services outside Angola (LEG-03, ARC-05, SWP-04); (g) Approach to the rehosting of the SIMPLIFICA portal, with the cutover strategy, the maximum interruption offered (EXI-02; Section III, C5.1), and the rollback plan; (h) Approach to the integration of the process engine into the portal, describing the form component (BPM-06) and the APIs (BPM-07), with a code example; (i) Declaration on conflict of interest (ITB 4.2), identifying any involvement of the Bidder, the JV members, the proposed Subcontractors or entities related to them in the preparation of the specifications of this bidding process or in the provision of services to the Purchaser under the Single Window, including the development, maintenance or hosting of the SIMPLIFICA portal, and stating whether any of them has submitted, or intends to submit, a proposal in the separate selection process for the solution study and configuration consultancy (Section VII, Part D, 0.4). This declaration is for information: a Bidder shall be disqualified only in the situations set out in ITB 4.2. A firm that is engaged, or is proposed to be engaged, by the Purchaser to provide the solution study and configuration consultancy, and any of its affiliates, has a conflict of interest under ITB 4.2 and shall not participate in this bidding process as a Bidder, a JV member or a Subcontractor;

ITB Reference	Specific Data
	(j) Approach for each existing function of the portal — Personal Area, e-Wallet, appointment scheduling, digital signature, mobile application, and Simplifica AI assistant — indicating whether it evolves the existing base or replaces it, with justification, proposed products, migration and continuity plan, and the manner in which the IMA development team will maintain it (Section VII, EVO-01 to EVO-05); for Simplifica AI, the architecture of the assistant and of the AI functions in the portal, in the back office, and in the CMS, the safeguards for actions taken on behalf of the user, and the manner of integration with the models of the AI Platform (1.2.16 and 1.2.17). (k) The Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration (Section IV), completed by the Bidder, each JV member and each proposed Subcontractor. All documents listed in ITB 11.1 and in this BDS entry form part of the Technical Part of the Bid, except the Letter of Bid – Financial Part and the Price Schedules, which form the Financial Part (ITB 11.1 and ITB 22.1).
ITB 13.1	Alternative Bids are not permitted.
ITB 13.2	Alternatives to the Schedule are not permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Information System: none. Not applicable.
ITB 15.2	Prequalification has not been undertaken.
ITB 16.2 (a)	In addition to the topics described in ITB Clause 16.2 (a), the Preliminary Project Plan must address the following topics: (a) Project Organization and Management Sub-Plan — authorities, responsibilities, contacts, presence in Luanda (EQP-02), and a GANTT chart delimited by tasks, time, and resources, with the Purchaser's obligations OC1 to OC9 (Section VII, Schedule); (b) Design and Implementation Sub-Plan — DCS, decisions reserved to the Purchaser, increments, integration with the portal, digitized services, and integrations (Section VII, 1.2.9 and 2.1 to 2.3); (c) SIMPLIFICA Portal Rehosting, Migration, and Transition to Production Sub-Plan (Section VII, 1.2.1 and 2.5); (d) Training and Knowledge Transfer Sub-Plan (Section VII, 2.4); (e) Testing and Quality Assurance Sub-Plan, with preliminary traceability of the IDs to tests AT01 to AT28 (Section VII, E); (f) Security and Data Protection Sub-Plan (Section VII, 1.4.4); (g) Risk Register; (h) Warranty Defect Repair, Technical Support, and Assisted Operation Sub-Plan (Section VII, F).
ITB 16.3	There are no items that Bidders must offer of a specific brand or model. All references to brands and standards in Section VII are descriptive and not restrictive.
ITB 17.2	The Bidder must bid for Recurrent Cost Items (Section VII, Inventory Table C.2), for the Warranty Period (years 1 to 3) and for the Post-Warranty Services Period (years 4 and 5).
ITB 17.2	The Bidder must not bid for contracts for Recurrent Cost Items not included in the main Contract; all Recurrent Cost Items are included in the main Contract.
ITB 17.5	The Incoterms edition is: Incoterms 2020.
ITB 17.5 (a)	The named place of destination is: Luanda, Republic of Angola — data center DC1 indicated in the Site Table of Section VII (CIP).
ITB 17.6	The named place of final destination (or Project Site) is: data center DC1 and the other locations in the Site Table of Section VII.
ITB 17.8	There are no modifications to ITB 17.8.
ITB 17.9	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.

ITB Reference	Specific Data
ITB 18.1	The Bidder is not 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. Prices shall be quoted in United States dollars (USD).
ITB 19.1	The Bid shall be valid for one hundred twenty (120) days from the deadline for submission of Bids.
ITB 19.3 (a)	The Bid price shall be adjusted by the following factor(s): not applicable.
ITB 20.1	A Bid Security shall be required. A Bid-Securing Declaration shall not be required. The amount and currency of the Bid Security shall be: USD 40,000 (forty thousand United States dollars) or the equivalent in a freely convertible currency.
ITB 20.3 (d)	Other types of acceptable securities: none.
ITB 20.10	Not applicable (a Bid Security is required).
ITB 21.1	In addition to the original of each Part of the Bid (Technical Part and Financial Part), the number of copies is: one (1) paper copy and one complete electronic copy on digital media (searchable PDF and, for the Price Schedules, an editable spreadsheet), each enclosed in the envelope of the corresponding Part; the copies of the Technical Part shall contain no price information. In case of discrepancy, the original shall prevail.
ITB 21.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: a notarized power of attorney conferring sufficient powers, or minutes of the competent corporate body; in the case of a JV, a power of attorney from each member in favor of the Representative.
D. Submission and Opening of Bids	
ITB 23.1	For Bid submission purposes only, the Purchaser's address is: Attention: Instituto de Modernização Administrativa (IMA) Address: Instituto de Modernização Administrativa, Avenida 1.º Congresso do MPLA, CIF Luanda One Building, 21st Floor City: Luanda Country: Republic of Angola The deadline for Bid submission is: Date: 27 November 2026 Time: 10:00 (Luanda time)
ITB 23.1	Bidders shall not have the option of submitting their Bids electronically.
ITB 26.1	The opening of the Technical Parts of the Bids shall take place at: Address: headquarters of the Instituto de Modernização Administrativa, Avenida 1.º Congresso do MPLA, CIF Luanda One Building, 21st Floor City: Luanda Country: Republic of Angola Date: the same as the deadline for submission of Bids. The Financial Parts of the substantially responsive Bids shall be opened publicly at the same address, on a date and at a time notified in writing to the Bidders after completion of the technical evaluation (ITB 26). Time: 10:30 (Luanda time)
ITB 26.1	The electronic Bid opening procedures shall be: not applicable.
ITB 26.6	The Letter of Bid – Technical Part and the sealed envelope marked "Financial Part" shall be initialed at the opening of the Technical Parts, and the Letter of Bid – Financial Part and the Price Schedules at the opening of the Financial Parts, by three (3) representatives of the Purchaser conducting the Bid opening. Each Bid shall be initialed by all representatives

ITB Reference	Specific Data
	and shall be numbered; any modification to the unit or total price shall be initialed by the Purchaser's representatives.
E. Evaluation and Comparison of Bids	
ITB 33.1	The currency(ies) of the Bid shall be converted into a single currency as follows: United States dollars (USD). The currency that shall be used for Bid evaluation and comparison purposes is: United States dollars (USD). The source of exchange rate shall be: the reference rates of the Banco Nacional de Angola. The date for the exchange rate shall be: twenty-eight (28) days prior to the deadline for submission of Bids.
ITB 35.4	The evaluation of responsive Bids by the Purchaser shall take into account rated technical factors in addition to cost factors. The Technical Parts are evaluated and scored first; the Financial Parts of the substantially responsive Bids are then opened (ITB 26) and evaluated, and the Evaluated Bid Score (B) is calculated in accordance with Section III. The technical factors and the corresponding weights, totaling 100%, are: C1 — Process engine and integration with the portal: 25% C2 — Security and data protection: 20% C3 — Performance, scalability and continuity: 15% C4 — User experience, search and inclusion: 15% C5 — Portal rehosting and observability: 15% C6 — Knowledge transfer and support: 10% The sub-factors (features), their respective weights and the checks that determine the score are set out in Section III, Evaluation and Qualification Criteria.
ITB 35.4	The Discount Rate (I) for the net present value calculations of recurrent costs is ten (10) percent per annum. The weight given to cost, X, is: 0.20; the weight of the total technical score is 0.80.
ITB 35.8	Bids for Subsystems, lots or slices of the overall Information System will not be accepted. Discounts conditional on the award of more than one Subsystem, lot or slice will not be considered in the price evaluation.
ITB 39.3	As additional qualification measures, the Information System offered by the Bidder with the Most Advantageous Bid shall be subject to a verification demonstration, lasting no more than two (2) days, in Luanda, within fifteen (15) days of the Purchaser's request, conducted by the evaluation committee with the products offered: (a) acceptance, by the engine APIs, of an OpenID Connect token issued by a test identity provider, supplied by the Purchaser, that simulates ID.GOV; (b) modeling and publication, without programming, of a BPMN 2.0 process and a DMN table supplied by the Purchaser, with a form; (c) presentation of that form in a test Next.js page supplied by the Purchaser, through the embeddable component or the APIs, and submission of a request with attachments through to the issuance of a document in PDF/A; (d) creation of a service information sheet in the CMS and its retrieval through the API; (e) export of the data, the process model and the DMN table in open formats; (f) the proposed assistant — using a test language model made available on site by the Purchaser through [insert interface/API of the test model] or, alternatively, a test model of the Bidder's own choice declared in the Bid — answers ten questions about test information sheets loaded in the CMS, citing the source, refuses a question for which there is no source, and prepares a request for the test process of (b), showing it for approval before submitting it. The test artifacts referred to in (a) to (c) and (f) are delivered to the Bidder together with the request for the demonstration. LEG-03 does not apply to the demonstration environment. The demonstration verifies mandatory requirements only, on a pass/fail basis; its failure constitutes a negative determination under ITB 39. Rated features are verified in the Operational Acceptance Tests.

ITB Reference	Specific Data
F. Award of Contract	
ITB 43	The award shall be made on the basis of rated criteria, pursuant to ITB 35.4 and in accordance with Section III, Evaluation and Qualification Criteria.
ITB 44	The maximum percentage by which quantities may be increased is: zero percent (0%). The maximum percentage by which quantities may be decreased is: zero percent (0%). The items for which the Purchaser may increase or decrease quantities are as follows: none. Future additional capacity is procured at the unit prices of Schedule 3.7, by means of a Change Order (GCC 39).
ITB 47.1	The successful Bidder shall be required to submit the Beneficial Ownership Disclosure Form.
ITB 49	The Purchaser does not propose an Adjudicator. The Purchaser and the successful Bidder may agree on an Adjudicator and the related fees until the signature of the Contract; failing agreement, the Contract shall be executed without an Adjudicator (ITB 49.1), and disputes shall be dealt with in accordance with GCC 43.1.1 and GCC 43.2. Any Adjudicator so agreed shall be an expert in information systems with actual experience in the execution of Information System contracts and, preferably, a national of a country other than those of the Purchaser and the Supplier. If an Adjudicator is agreed, communication expenses and travel and accommodation expenses in Luanda shall be reimbursable against receipts.
ITB 50.1	The procedures for making a Procurement-related Complaint are detailed in the "World Bank Procurement Regulations for IPF Borrowers (Annex III)." A Procurement-related Complaint may challenge any of the following: (1) the terms of the Bidding Documents; and (2) the Purchaser's decision to award the contract. If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit it in writing, by the quickest means available (e-mail), to: Attention: Instituto de Modernização Administrativa (IMA) · Purchaser: Instituto de Modernização Administrativa (IMA) · E-mail: [insert IMA general e-mail address] · Telephone: [insert IMA general telephone number] · Website: www.ima.gov.ao Fax number: not applicable.

Annex to the BDS — Curriculum vitae of the proposed Adjudicator (ITB 49): not applicable; the Purchaser does not propose an Adjudicator.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA (WITHOUT PREQUALIFICATION)

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 shall 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 with the scoring methodology below:
Technical bid 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 represent either 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 to 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 score will be 1 if the feature is present but shows deficiencies; 2 if it meets the requirements; 3 if it marginally exceeds the requirements; and 4 if it significantly exceeds 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 rated 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 $\sum_{j=1}^{n} W_j = 1$

Categories, features, weights and checks

The categories (j), their respective weights (Wj), the features (i) of each category, their respective weights (wji) and the checks that determine the score of each feature are as follows. The sum of the weights Wj is 1, and the sum of the weights wji in each category is 1.

Feature	Name	wji	Checks (one per point)
C1 — Process engine and integration with the portal (Wj = 0.25)			
C1.1	Open standards, modeling and reversibility	0,35	(a) The engine executes, without manual conversion, BPMN 2.0 models and DMN tables produced in at least one third-party modeling tool identified in the Bid, as demonstrated in AT12. (b) The CMS, the Catalogue and the engine provide a management API (creation and modification of content, information sheets, processes, forms and rules), documented in OpenAPI 3. (c) A complete environment, including the rehosted portal, is rebuilt from the repository (ARC-09) in eight hours or less, as demonstrated in AT22. (d) Each of the three products — process engine, CMS and access management — is supplied under an open-source license approved by the Open Source Initiative, or its source code is deposited in escrow in favor of the Purchaser, at no additional cost.
C1.2	Integration with the portal and coexistence	0,35	(a) The form component of BPM-06 supports server-side rendering compatible with the portal's Next.js version and is also distributed as a standards-based Web Component (Custom Elements), as demonstrated in AT08. (b) Software development kit (SDK) in TypeScript, generated from the OpenAPI specification of the BPM-07 APIs, with examples of integration into the portal and the mobile application, delivered with the DCS. (c) Request status events (BPM-07) are delivered with an at-least-once delivery guarantee, automatic redelivery and retrieval of the event history by the portal, as demonstrated in AT14. (d) The back office applies, through configurable design tokens and without code changes, the design system of the SIMPLIFICA portal (typography, colors and components), as demonstrated in AT08.
C1.3	Multi-agency and no-code configuration	0,30	(a) Each agency has its own test space in Staging, created through configuration, to test its services before publication. (b) Each agency's data are encrypted with the agency's own key.

Feature	Name	wji	Checks (one per point)
			(c) Library of service templates (process, form, rules and document templates) that another agency instantiates through configuration. (d) The configurable connector of INT-02 also supports SOAP and the publication of services on the Interoperability Platform, without code.
C2 — Security and data protection (Wj = 0.20)			
C2.1	Application security	0,40	(a) Compliance with ASVS 4.0.3, level 3, in chapters V2 (authentication), V3 (session management) and V4 (access control), with the Supplier's ASVS report confirmed by the independent entity of SEC-10 (AT10). (b) Scanning of container images and of infrastructure-as-code definitions, with blocking in the CI/CD pipeline, in addition to SEC-09. (c) SBOM generated automatically for each release, including the portal, and continuous vulnerability monitoring against the SBOM, with alerts to the Purchaser. (d) Annual independent penetration test in years 1, 2 and 3 of the Warranty Period, of the System and the portal, included in the price, with remediation or mitigation of critical and high vulnerabilities.
C2.2	Cryptography and key management	0,30	(a) Hardware security modules (HSM) with an active FIPS 140-3 Level 3 certificate, in each zone (Production and Recovery), for custody of the master keys, under the Purchaser's control. (b) Field-level encryption of the sensitive personal data identified in the DCS. (c) Automatic key rotation without service downtime. (d) Logging of all key operations, sent to the SOC, and key recovery under dual control by two of the Purchaser's administrators.
C2.3	Traceability and transparency for the data subject	0,30	(a) Cryptographic chaining of audit logs (e.g., a hash chain), verifiable by an independent tool. (b) The user sees, in the Personal Area, civil servants' accesses to his or her data, with date, agency and purpose, in addition to the interactions of ARE-03. (c) Management of user consents for data sharing between agencies, with revocation. (d) At least twenty detection use cases specific to the System and the portal, delivered to the SOC in an importable format.
C3 — Performance, scalability and continuity (Wj = 0.15)			
C3.1	Performance (two ladders: (b) requires (a); (d) requires (c))	0,35	(a) 95th percentile of the APIs ≤ 400 ms and of form loading ≤ 1.2 s under the profile of 4.3.3. (b) 95th percentile of the APIs ≤ 300 ms and of form loading ≤ 1.0 s. (c) Sustained throughput (60-minute plateau) ≥ 150% of the rates of 4.3.3 (b), with the times of DES-02. (d) Sustained throughput (60-minute plateau) ≥ 200% of the rates of 4.3.3 (b), with the times of DES-02.
C3.2	Continuity (two ladders: (b) requires (a); (d) requires (c))	0,35	(a) RTO ≤ 2 hours. (b) RTO ≤ 1 hour. (c) RPO ≤ 5 minutes. (d) RPO ≤ 1 minute.
C3.3	Scalability and non-stop operation	0,30	(a) All supplied tiers scale horizontally by adding nodes, without downtime (AT17, AT18). (b) Automatic metrics-based capacity scaling, at least in the form component, the APIs and search. (c) Version upgrades of the Standard Software of the engine, the CMS and access management without interruption of service to users and without recourse to the maintenance windows provided for in ADM-02 (AT18). (d) Resource isolation between tiers: at the 130% plateau of AT17, back-office operations maintain the times of DES-02 (e).
C4 — User experience, search and inclusion (Wj = 0.15)			

Feature	Name	wji	Checks (one per point)
C4.1	Accessibility and low bandwidth	0,25	(a) WCAG 2.2, level AA, in the form component, the pages supplied and the back office. (b) Automatic accessibility checking of content before publication in the CMS, with an alert to the editor. (c) Form component with an initial transferred payload ≤ 300 KB. (d) Forms usable offline (progressive web app), with deferred submission.
C4.2	Natural-language search ((b) requires (a))	0,25	(a) Correct service among the top three results in at least 95% of the reference queries of EXI-08. (b) Correct service ranked first in at least 80% of the reference queries of EXI-08. (c) Search by photograph: the user photographs a letter, notice or document from the Administration and the portal identifies the service and the related steps, using the models of the AI Platform. (d) Personalized results for an authenticated user who authorizes it, highlighting the services applicable to his or her situation and the requests in progress related to the search.
C4.3	Languages and inclusion	0,20	(a) Form component and back office delivered in English, in addition to Portuguese, at Operational Acceptance. (b) Form component delivered in two Angolan national languages, to be designated by the Purchaser during the design phase, with translations provided by the Supplier and reviewed by the Purchaser. (c) Read-aloud, in Portuguese, of content and forms, with the speech synthesis service hosted in Angola. (d) Plain-language version of the information sheets of the SRV-02 services and an editorial template for the remaining ones.
C4.4	Simplifica AI Assistant	0,30	(a) End-to-end life events: a single request made through conversation triggers the services of several agencies linked to a life event, with a plan of steps, authorizations, joint tracking and delivery of the documents to the e-Wallet, as demonstrated in AT26 with two life events designated by the Purchaser. (b) Assistant accessible via two-way SMS or USSD through the State messaging gateway, for mobile phones without Internet access, with information on services and on request status. (c) Voice conversation in Portuguese — spoken question and spoken answer — on the portal and in the application, using the voice models of the AI Platform or voice services hosted in Angola. (d) Correct source retrieved in at least 98% of the reference questions of AIA-07.
C5 — Portal rehosting and observability (Wj = 0.15)			
C5.1	Rehosting without interruption (cumulative steps from (a) to (d))	0,50	(a) Interruption of service to users, during the portal cutover (EXI-02), ≤ 2 hours. (b) Interruption ≤ 1 hour. (c) Interruption ≤ 15 minutes. (d) Interruption ≤ 1 minute, measured by the synthetic monitoring of ADM-04, with progressive shifting of traffic between the current hosting and the System and rollback in 5 minutes or less.
C5.2	Observability and analytics	0,50	(a) Completion funnels per service, with automatic alerts on anomalous drops in the completion rate. (b) Automatic correlation of each error logged in the browser (EXI-10) with its root cause on the server, based on distributed tracing, and automatic opening of an incident in the support portal, as demonstrated in AT18. (c) Synthetic monitoring of all EXI-03 journeys from at least three measurement points in different provinces. (d) Service level objectives per journey, with an error budget and an automatic weekly report to the Purchaser.
C6 — Knowledge transfer and support (Wj = 0.10)			

Feature	Name	wji	Checks (one per point)
C6.1	Capacity building	0,50	(a) Official manufacturer certification (or, if the product has no certification program of its own, a recognized third-party certification), with exams included, for six of the Purchaser's technical staff on the proposed process engine or CMS. (b) Official manufacturer certification (or a recognized third-party certification), with exams included, for four of the Purchaser's technical staff on the proposed container platform or database. (c) Online training content in Portuguese (SCORM) for groups (c) and (d) of Table 2.4.2, with an unlimited right of use. (d) Training environment maintained and updated by the Supplier during the Warranty Period.
C6.2	Support and local presence	0,50	(a) Permanent team in Angola with at least two engineers certified in the proposed products, from Installation until the end of the Warranty Period. (b) Response to P1 incidents in 30 minutes or less and restoration in 2 hours or less. (c) Assisted operation (SUP-04) for 24 months, at no additional cost beyond item R4. (d) Direct access by the Purchaser's team to the 3rd-level support of the manufacturers of the process engine and the CMS, on a 24 × 7 basis for P1 incidents, during the Warranty Period.

Scoring rules

(i) Each feature Cx.y is scored with a whole number from 0 to 4, equal to the number of checks (a) to (d) satisfied. These are predefined values, within the meaning of paragraph (a) of the methodology above. In C3.1 and C3.2 there are two independent ladders: (b) counts only if (a) is satisfied, and (d) counts only if (c) is satisfied. In C4.2, (b) counts only if (a) is satisfied. In C5.1, the steps are cumulative from (a) to (d).

(ii) A check is satisfied only if the Bid indicates, in the Evidence Index (Section VII, Part D, 0.8 (b)), the feature offered, the numerical value where applicable, and the document and page that demonstrate it. A generic promise of compliance does not satisfy a check.

(iii) Whatever is scored is included in the Bid Price, becomes a contractual obligation and is verified in the Operational Acceptance Tests, with the value offered as the success criterion (Section VII, 4.3.1 (c)). Failure to meet it is treated as a defect under GCC 27 and 29.

(iv) The mandatory level of Section VII (SHALL) is not scored, and no attribute is scored more than once. Qualification (5.1 to 5.8) is assessed on a pass/fail basis and is not scored.

(v) Verification: each check is confirmed in the acceptance test that the Bidder indicates in the Evidence Index and that is fixed in the Acceptance Test Plan, from among the following: C1 — AT05, AT08, AT12, AT14, AT16, AT20 and AT22, and the escrow deposit of C1.1 (d) under the SCC for GCC 15.5; C2 — AT10, AT11 and AT20, and the annual tests of C2.1 (d) through the respective reports; C3 — AT03, AT17 and AT18; C4 — AT05, AT06, AT08, AT24, AT26 and AT28; C5 — AT16, AT17, AT18 and AT23; C6 — AT19 and service level reports. Commitments to be fulfilled after Operational Acceptance are subject to the SCC for GCC 7.3.

(vi) The equivalence rule of Section VII, Part A, 0.6 (e) applies to the checks: standards and certifications substantially equivalent to those indicated are accepted, and it is incumbent upon the Bidder to demonstrate such equivalence.

(vii) Where a check depends on a platform to be provided by the Purchaser — in particular the AI Platform models for C4.2 (c) and C4.4 (c) and the State messaging gateway for C4.4 (b)

— and that platform is not available at the time of the Operational Acceptance Tests, the check shall be verified against the simulator agreed under SIN-02 and finally verified within eight (8) weeks after the platform is made available, subject to the deduction set out in the SCC for GCC 7.3 if it is not met.

2. Economic Evaluation

The following factors and methods shall apply:

(a) Time Schedule:

The number of weeks from the Effective Date specified in Article 3 of the Contract Agreement for achieving Operational Acceptance shall not exceed: forty-six (46) weeks, in accordance with the Implementation Schedule in Section VII.

A Bid offering to achieve Operational Acceptance earlier than the maximum number of weeks will 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 the post-warranty service period, if subject to evaluation, shall be included in the main contract or in a separate contract signed together with the main contract.

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

The recurrent cost factors for calculation are:

(i) number of years: five (5) years from Operational Acceptance — years 1 to 3 (Warranty Period) and years 4 and 5 (Post-Warranty Services Period);

(ii) hardware maintenance: not applicable — hardware is covered by the sixty (60)-month hardware Warranty Period included in the Bid Price (SCC for GCC 29.4);

(iii) software licenses and updates: item R1 (subscriptions in years 1 to 5; support and updates for perpetual Standard Software in years 4 and 5);

(iv) technical services: items R3, R4 and R5, in the quantities of Table C.2;

(v) telecommunication services: not applicable; and

(vi) other services: none.

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

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

where
N = number of years of recurrent costs evaluated
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.**

(c) Specific additional criteria

The relevant evaluation method, if any, shall be as follows:

Expansion cost to year 5: the cost of bringing the System from the delivered configuration to the year-5 parameters of Table 1.5.1 of Section VII, calculated with the quantities of E1 and E2 declared by the Bidder in the sizing justification and the unit prices of Schedule 3.7, and discounted to present value as a year-4 cost at the discount rate I, is added to the Evaluated Bid Price. The declared quantities are binding under the SCC for GCC 30. The cost of item E5 at the indicative quantity of twenty (20) days is also added, without discounting. Licenses up to year 5 are covered by the Bid Price (Section VII, SWP-02); items E3 and E4 of Schedule 3.7 are not evaluated (E4 is charged at the single R5 rate). Items S5.1 to S5.3 (digitized services) and optional item S1.13 are already included in the Bid Price (Schedule 3.2), at their quoted prices, and are not added again.

3. Technical alternatives

If invited in accordance with ITB 13.4, will be evaluated as follows: none — alternative technical solutions are not permitted.

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 in the BDS, the Purchaser's evaluation of responsive Bids will take into account technical factors, in addition to cost factors.
In that 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 was found to be qualified to perform the Contract in accordance with ITB 39.

In the event of a tie in the Evaluated Bid Score (B), the Bid with the highest total Technical Score (T) shall prevail; if the tie persists, the Bid with the lowest Evaluated Price (C) shall prevail.

5. Qualification

Factor	5.1 Eligibility					
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 Nationality	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 Conflict of Interest	No conflicts of interest, as described in ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Bid
5.1.3 Bank Ineligibility	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 State-owned Entity of the Borrower country	Meets 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
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 a 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	5.1 Eligibility					
Sub-Factor	Requirement	Criteria				Documentation Required
		Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
5.1.6 SEA and/or SH	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 (ITB 39).	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid – Technical Part; SEA and/or SH Performance Declaration

<table>
<tr><td>Factor</td><td colspan="6">5.2 History of Non-Performing Contracts</td></tr>
<tr><td rowspan="4">Sub-Factor</td><td colspan="5">Criteria</td><td rowspan="3">Documentation Required</td></tr>
<tr><td rowspan="3">Requirement</td><td colspan="4">Bidder</td></tr>
<tr><td rowspan="2">Single Entity</td><td colspan="3">Joint Venture (existing or intended)</td></tr>
<tr><td>All members combined</td><td>Each member</td><td>At least one member</td></tr>
</table>

5.2.1 5.2.1 History of non-performing contracts	Non-performance of a contract did not occur as a result of the Bidder's default since 1 January 2021.	Must meet requirement by itself or as a member of a past or existing JV	N / A	Must meet requirement[1]	N / A	Form CON - 2
5.2.2 5.2.2 Suspension	Not under suspension based on execution of a Bid-Securing Declaration pursuant to ITB 4.7 and ITB 20.10	Must meet requirement	N / A	Must meet requirement	N / A	Letter of Bid
5.2.3 5.2.3 Pending Litigation	The Bidder's financial position and prospective long-term profitability remain sound according to the criteria established in 5.3.1 below, assuming that all pending litigation will be resolved against the Bidder.	Must meet requirement by itself or as a member of a past or existing JV	N / A	Must meet requirement	N / A	Form CON – 2
5.2.4 5.2.4 Litigation History	No consistent history of court/arbitral award decisions against the Bidder since 1 January 2021	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

[1] This requirement also applies to contracts executed by the Applicant as a member of a Joint Venture.

Factor	5.3 Financial Situation					
Sub-Factor	Requirement	Criteria				Documentation Required
		Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
5.3.1 Historical Financial Performance	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 three (3) years (financial years 2023, 2024 and 2025), to demonstrate the current soundness of the Bidder's financial position and its prospective long-term profitability: positive net worth in the last financial year.	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN – 5.3.1 with attachments
5.3.2 Average Annual Turnover	Minimum average annual turnover of USD 4,500,000, calculated as total certified payments received for contracts in progress or completed, within the last three (3) years.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –5.3.2

Factor	5.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
5.3.3 Financial Resources	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: USD 1,000,000.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –5.3.3

Factor	5.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
5.4.1 General Experience	Experience under Information Systems contracts in the role of prime supplier, management contractor, JV member or subcontractor for at least the last five (5) years prior to the Bid submission deadline.	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP-5.4.1

Factor	5.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
5.4.2 Specific Experience	Participation as a prime supplier, management contractor, JV member or subcontractor in at least two (2) contracts within the last seven (7) years, each with a value of at least USD 2,000,000, that have been successfully completed and that are substantially similar to the proposed Information System. Minimum key requirements: (i) supply and implementation of a process engine (BPMN) integrated with a transactional portal delivering services to citizens or customers, with federated authentication and a personal area or mobile application; (ii) in production for at least 100,000 registered users; (iii) at least one of the contracts included the supply and installation of the computing and storage infrastructure in the client's data center; (iv) at least one of the contracts was concluded with a public entity. The similar contracts successfully completed shall be evidenced by a copy of an Operational Acceptance certificate (or equivalent documentation satisfactory to the Purchaser) issued by the purchaser(s).	Must meet requirement	Must meet requirements	N / A	Must meet the following requirement: at least one (1) of the contracts, with key requirements (i) and (ii)	Form EXP 5.4.2

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 key personnel positions and minimum requirements are as follows; the CV of each proposed person is submitted in the form in Section IV, with verifiable references.

No.	Position	Qualifications and certifications	General experience	Minimum specific experience	Language
1	Supplier's Project Director	Bachelor's degree; PMP, PRINCE2 or equivalent certification	10 years	Manager of at least two information systems projects of comparable value and complexity, completed with Operational Acceptance	Fluent Portuguese
2	Solutions Architect	Bachelor's degree in computer engineering or a related field	10 years	Lead architect on at least two digital services platform projects with a transactional portal, process engine and federated authentication	Portuguese or English
3	Process Engine Specialist (BPMN/DMN)	Bachelor's degree; certification from the manufacturer of the proposed process engine or, if no certification program exists, proven equivalent training and experience	7 years	At least two implementations of the proposed product in production, with decision rules in DMN	Portuguese or English
4	Web Development and Portal Integration Specialist	Bachelor's degree	5 years	At least two portals in production developed in React/Next.js, one of them with headless CMS integration and compliant with WCAG 2.1 AA	Portuguese or English
5	Identity and Access Management Specialist	Bachelor's degree	5 years	At least two OIDC or SAML identity federations in production	Portuguese or English
6	Cybersecurity Specialist	Bachelor's degree; CISSP, CISM, OSCP or equivalent certification	7 years	Security design of at least two large-scale systems handling personal data	Portuguese or English
7	Infrastructure, Containers and Operations Specialist	Bachelor's degree; certification from the manufacturer of the proposed container platform, or proven equivalent	7 years	At least two high-availability deployments with cross-site disaster recovery, one of them involving the migration of a production web application to containers	Portuguese or English
8	Integration and Interoperability Specialist	Bachelor's degree	5 years	At least two integration projects with an interoperability platform or API management (X-Road or equivalent)	Portuguese or English
9	Training Specialist	Bachelor's degree	5 years	Design and delivery of at least two information system user training programs	Fluent Portuguese
10	Conversational AI Specialist	Bachelor's or master's degree in computer science, data science or a related field	5 years	At least two conversational assistants with retrieval-augmented generation in production, one of them with transactional actions authorized by the user	Portuguese or English
11	Mobile Applications Specialist	Bachelor's degree	5 years	At least two Android and iOS applications published in the app stores, with strong authentication and secure credential storage	Portuguese or English

The same person may not hold more than one position. The Cybersecurity Specialist may not take part in the performance of the independent penetration test (SEC-10). The Supplier's Project Director is distinct from the Purchaser's Project Manager (GCC 1.1 (b) (ii)).

5.6 Subcontractors/vendors/manufacturers

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

Item No.	Description of Item	Minimum Criteria to be met
1	Independent penetration test (Section VII, SEC-10)	An entity independent of the Bidder and of the proposed manufacturers, with CREST accreditation or a team holding OSCP, GPEN or substantially equivalent certification, that has performed, in the last three (3) years, at least three penetration tests on public-sector or financial systems.

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

5.7 Manufacturer's Authorization

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

(i) For powered (active) hardware and other powered equipment, this must be documented by including Manufacturer's Authorizations in the Bid (based on the form included in Section IV);

(ii) For proprietary commercial software (i.e., excluding open-source or "freeware" software) that the Bidder does not itself manufacture and for which the Bidder has established or will establish an Original Equipment Manufacturer (OEM) relationship with the manufacturer, the Bidder must submit Manufacturer's Authorizations;

(iii) For proprietary commercial software (i.e., excluding open-source or "freeware" software) that the Bidder does not itself manufacture and for which the Bidder does not or will not establish an OEM relationship with the manufacturer, 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) For 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, as part of its Bid, documentary evidence to demonstrate, 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 prescribed in the Purchaser's

Requirements (including any response time, problem-resolution norms or other aspects that may be specified in the Contract).

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Letter of Bid – Technical Part

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT
The Bidder must prepare this Letter of Bid – Technical Part on stationery with its letterhead clearly showing the Bidder's complete name and business address, and place it in the envelope marked "TECHNICAL PART".
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.: RFB 2.1.7-1
Alternative No.: *[insert **identification No if this is a Bid for an alternative,** otherwise state **"not applicable"**]*

To: Instituto de Modernização Administrativa (IMA)

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely the Technical Part and the Financial Part. In submitting our Bid we make the following declarations:

(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) **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*];

(e) **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;

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

(g) **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;

(h) **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;

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

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

(k) **Commissions, gratuities and fees:** The commissions, gratuities or fees paid, or to be paid, with respect to the bidding process or execution of the Contract are declared in the Letter of Bid – Financial Part;

(l) **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;

(m) **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

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

Name of the 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

Letter of Bid – Financial Part

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT
Place this Letter of Bid – Financial Part in the second envelope marked "FINANCIAL PART".
The Bidder must prepare the Letter of Bid – Financial Part 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.: RFB 2.1.7-1
Alternative No.: [*insert identification No if this is a Bid for an alternative*]
To: Instituto de Modernização Administrativa (IMA)
We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part.
In submitting our Financial Part we make the following additional declarations:
(a) 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;
(b) Total Price: The total price of our Bid, excluding any discounts offered in item (c) below, is: [*insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies*];
(c) Discounts: The discounts offered and the methodology for their application are: (i) The discounts offered are: [*Specify in detail each discount offered*]; (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
(d) Commissions, gratuities and fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the 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*]. (If none has been paid or is to be paid, indicate "none.")
(e) 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.
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 date of signing*] **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.
**: 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.

PRICE SCHEDULE FORMS

Notes to Bidders on working with the Price Schedules

General

1. The Price Schedules are divided into separate Schedules as follows:
   - 3.1 Grand Summary Cost Table
   - 3.2 Supply and Installation Cost Summary Table
   - 3.3 Recurrent Cost Summary Table
   - 3.4 Supply and Installation Cost Sub-Table(s)
   - 3.5 Recurrent Cost Sub-Tables(s)
   - 3.6 Country of Origin Code Table
   - 3.7 Schedule of Expansion Unit Prices — Section VII, Table C.3 (E1, E2 and E5 evaluated under Section III, Economic Evaluation, item (c); E3 not evaluated; E4 at the single R5 rate)
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

		AOA (not applicable) Price	USD Price	Not applicable Price	Not applicable Price
1.	Supply and Installation Costs (from Supply and Installation Cost Summary Table)				
2.	Recurrent Costs (from Recurrent Cost Summary Table)				
3.	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.

			Supply & Installation Prices				
			Locally supplied items	**Items supplied from outside the Purchaser's Country**			
Line Item No.	**Subsystem / Item**	**Supply and Installation Cost Sub-Table No.**	AOA (not applicable) Price	AOA (not applicable) Price	USD Price	Not applicable Price	Not applicable Price
0	Project Plan	- -	- -	- -	- -	- -	- -
1	Subsystem S1 — SIMPLIFICA Portal Support Infrastructure and Rehosting	3.4-S1					
2	Subsystem S2 — Process and Decision Engine, Forms and Back Office	3.4-S2					
3	Subsystem S3 — Content Management, Catalogue and Search	3.4-S3					
4	Subsystem S4 — Security, Access Management and Observability	3.4-S4					
5	Subsystem S5 — Digitization of Services	3.4-S5					
6	Subsystem S6 — Evolution of Existing Portal Functions	3.4-S6					
7	Cross-cutting — project management, training and documentation	3.4-T					
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.

Line Item No.	Subsystem / Item	Recurrent Cost Sub-Table No.	AOA (not applicable) Price	USD Price	Not applicable Price	Not applicable Price
R	Recurrent Cost Items (years 1 to 5)					
R1	Subscriptions (years 1 to 5) and support and updates for perpetual Standard Software (years 4 and 5)	3.5-R1				
R2	Hardware manufacturer support — not applicable: covered by the sixty (60)-month hardware Warranty Period (SCC for GCC 29.4)	3.5-R2				
R3	2nd- and 3rd-level technical support	3.5-R3				
R4	Assisted operation — resident engineer (year 1)	3.5-R4				
R5	Technical evolution services	3.5-R5				
	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-Tables (one per Subsystem S1 to S6 and one for the Cross-cutting items; in S5, unit price per class × notional quantity)

Line item number: that of the corresponding line item in Inventory Table C.1 of Section VII (for example, S1.4). In Sub-table S5, the quantity is the notional quantity in Table C.1, which cannot be changed, and the unit price includes all activities under SRV-01.

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**	AOA (not applicable)	AOA (not applicable)	USD	Not applicable	Not applicable	AOA (not applicable)	AOA (not applicable)	USD	Not applicable	Not applicable
X.1	____	- -	- -	- -	- -	- -	- -	- -					
Subtotals (to the corresponding line item in the Supply and Installation Cost Summary Table)													

Note: - - indicates not applicable.

Name of Bidder:		
Authorized Signature of Bidder:		

3.5 Recurrent Cost Sub-Table — items R1 to R5, years 1 to 5

Lot number: single-lot procurement.
Line item number: R1 to R5, as per Inventory Table C.2 of Section VII.
Currency: USD.

The components and quantities are those in Inventory Table C.2 of Section VII; the Bidder breaks down each item R1 to R5 by year, from 1 to 5.

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

		Maximum all-inclusive costs (for costs in USD)						
No.	Item	Year 1	Year 2	Year 3	Year 4	Year 5	Unit and quantity (Table C.2)	Subtotal (USD)
R1	Subscriptions (years 1 to 5); support and updates for perpetual Standard Software (years 4 and 5)						year — 1	
R2	Hardware manufacturer support — not applicable: covered by the sixty (60)-month hardware Warranty Period (SCC for GCC 29.4); no price to be entered	Included (GCC 29)	Included (GCC 29)	Included (GCC 29)	Included (GCC 29)	Included (GCC 29)	—	—
R3	2nd- and 3rd-level technical support						year — 1	
R4	Assisted operation — resident engineer		—	—	—	—	month — 12 (year 1)	
R5	Technical evolution services (single rate per person-day × quantity)						person-day — 120 per year	
	Annual Subtotals:							- -
Cumulative subtotal (to item R of the Recurrent Cost Summary Table, Schedule 3.3)								

Name of Bidder:		
Authorized Signature of Bidder:		

3.6 Country of Origin Code Table

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

3.7 Schedule of Expansion Unit Prices

Prices in USD, firm until the end of the Post-Warranty Services Period (Section VII, Table C.3). E1 and E2 are evaluated at the quantities declared by the Bidder, and E5 at the indicative quantity of twenty (20) days, under Section III, Economic Evaluation, item (c). E3 is not evaluated. E4 is charged at the single person-day rate quoted for R5 and has no separate price.

No.	Item	Unit	Quantity declared to reach year 5 (E1, E2) / indicative quantity (E5)	Unit price (USD)	Total (USD) — E1, E2 and E5
E1	Additional compute node, identical to the proposed Production node, installed and integrated, including the licenses for Standard Software running on it that are not covered by SWP-02	unit			
E2	Additional usable primary storage capacity, installed, in each zone (Production and Recovery)	10 TB block			
E3	Additional Standard Software licenses, per product, in the declared metric, beyond the year 5 parameters	metric unit	—		—
E4	Additional person-day beyond the annual limit of R5, at the single rate	person-day	—	Single R5 rate (no separate price)	—
E5	Additional training session (class of up to 15 participants)	day	20		—
	Total of E1, E2 and E5 (for Section III, Economic Evaluation, item (c))				

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"***

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1. Bidder's Name *[insert **Bidder's legal name**]*
2. In case of JV, legal name of each member : *[insert **legal name of each member in JV**]*
3. Bidder's actual or intended country of registration: *[insert **actual or intended country of registration**]*
4. Bidder's year of registration: *[insert **Bidder's year of registration**]*
5. Bidder's Address in country of registration: *[insert **Bidder's legal address in country of registration**]*
6. Bidder's Authorized Representative Information 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**]*
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 documents of registration of the legal entity named above, in accordance with ITB 4.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: • Legal and financial autonomy • 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"**]*

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

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**]*

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

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
*[specify **year**]*	*[specify **amount and currency**]*	Contract Identification: *[insert **Contract ID**]* Name of Employer: *[insert **Name of Employer**]* Address of Employer: *[insert **Address of Employer**]* Matter in dispute: *[describe **Matter of dispute**]* Party who initiated the dispute: *[specify **Initiator of dispute**]* Status of dispute: *[specify **Status of dispute**]*	*[specify **total contract amount and currency, USD equivalent and exchange rate**]*
*[specify **year**]*	*[specify **amount and currency**]*	Contract Identification: *[insert **Contract ID**]* Name of Employer: *[insert **Name of Employer**]* Address of Employer: *[insert **Address of Employer**]* Matter in dispute: *[describe **Matter of dispute**]* Party who initiated the dispute: *[specify **Initiator of dispute**]* Status of dispute: *[specify **Status of dispute**]*	*[specify **total contract amount and currency, USD equivalent and exchange rate**]*

Litigation History in accordance with Section III, Evaluation and Qualification Criteria

☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 5.2.4.

☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 5.2.4 as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
*[specify **year**]*	*[specify **percentage of net worth**]*	Contract Identification: *[insert **Contract ID**]* Name of Employer: *[insert **Name of Employer**]* Address of Employer: *[insert **Address of Employer**]*	*[specify **total contract amount and currency, USD equivalent and exchange rate**]*

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: RFB 2.1.7-1 — Procurement of the Technology Platform (CMS, BPM, Web Application Firewall, Authentication) and Supporting Processing and Computing Infrastructure for the Single Public Services Portal – SIMPLIFICA Portal
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
in accordance with Section III, Qualification Criteria, and Requirements

We:
(a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
(b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
(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.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*

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**]*

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

*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

Similar Contract Number: ___ of ___ required.	**Information**		
Contract Identification	*[insert **Contract ID**]*		
Award date Completion date	*[insert **Date of Award*** *[insert **Date of Completion***		
Role in Contract	☐ Prime Supplier	☐ Management Contractor	☐ Subcontractor
Total contract amount	*[insert **contract amount and currency**]*		*[insert **contract amount in USD and exchange rate**]*
If member in a JV or subcontractor, specify participation of total contract amount	*[insert **percentage**]*%	*[insert **total contract amount and currency**]*	*[insert **total contract amount in USD and exchange rate**]*
Purchaser's Name:	*[insert **Purchaser's Name**]*		
Address: Telephone/fax number: Email:	*[insert **Purchaser's Address**]* *[insert **Purchaser's Telephone / fax number**]* *[insert **email address of Purchaser**]*		

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**]*

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Similar Contract No. *[insert **specific number**]* **of** *[**insert total number of contracts**]* **required**	**Information**
Description of the similarity in accordance with Sub-Factor 5.4.2 of Section III:	
Amount	*[insert **contract amount and currency and USD equivalent and exchange rate**]*

Similar Contract No. *[insert **specific number**]* **of** *[**insert total number of contracts**]* **required**	**Information**
Geographical Scope	*[describe **geographic scope of the users of the information system**]*
Functional Scope	*[describe **the functionalities provided by the information system**]*
Methods/Technology	*[describe **methodologies and technologies used to implement the information system**]*
Key Activities	*[describe **the key activities of the Bidder under the contract**]*

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**]*

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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. *[insert **Name of Contract**]*	*[insert **Name of Purchaser, contact address, telephone / fax number**]*	*[insert **Total Outstanding Contract Value of the information system in USD equivalent and exchange rate**]*	*[insert **Estimated completion date**]*	*[insert **Average monthly invoices in USD equivalent and exchange rate**]*
2. *[insert **Name of Contract**]*	*[insert **Name of Purchaser, contact address, telephone / fax number**]*	*[insert **Total Outstanding Contract Value of the information system in USD equivalent and exchange rate**]*	*[insert **Estimated completion date**]*	*[insert **Average monthly invoices in USD equivalent and exchange rate**]*
3. *[insert **Name of Contract**]*	*[insert **Name of Purchaser, contact address, telephone / fax number**]*	*[insert **Total Outstanding Contract Value of the information system in USD equivalent and exchange rate**]*	*[insert **Estimated completion date**]*	*[insert **Average monthly invoices in USD equivalent and exchange rate**]*
...				

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**]*

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

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)

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**]*

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

*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.

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**]*

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

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

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**]*

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

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**]*

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Position; *[insert **Title of Position**]*		Prime Alternate☐
Candidate information	Name of candidate *[insert **Name of Candidate**]*	Date of birth *[insert **Date of Birth**]*
	Professional qualifications *[describe **Professional qualifications**]*	
Present employment	Name of Employer *[insert **Name of Present Employer**]*	
	Address of Employer *[insert **Address of Present Employer**]*	
	Telephone *[insert **Telephone** of **Contact**]*	Contact (manager / personnel officer) *[insert **Name**]*
	Fax *[insert **fax of Contact**]*	email *[insert **email** of **Contact**]*
	Job title of candidate *[insert **Job Title of Candidate**]*	Years with present Employer *[insert **J** **Number of years**]*

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 experienc
*[insert **year**]*	*[insert **year**]*	*[describe **experience relevant to the proposed Contract under the RFB**]*
*[insert **year**]*	*[insert **year**]*	*[describe **experience relevant to the proposed Contract under the RFB**]*
*[insert **year**]*	*[insert **year**]*	*[describe **experience relevant to the proposed Contract under the RFB**]*
*[insert **year**]*	*[insert **year**]*	*[describe **experience relevant to the proposed Contract under the RFB**]*

CODE OF CONDUCT FOR SUPPLIER'S AND SUBCONTRACTORS' PERSONNEL FORM

CODE OF CONDUCT FOR SUPPLIER'S AND SUBCONTRACTOR'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.

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.

This Code of Conduct identifies the behavior that we require from our personnel and Subcontractors' 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

Suppliers and Subcontractors' 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 and Subcontractor'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 Subcontractors' 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 and Subcontractors' 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 or Subcontractors' personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR Supplier's or Subcontractors' 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 or Subcontractor'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 or Subcontractor'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 or Subcontractor's personnel rapes, or otherwise sexually assaults a member of the community.
- A Supplier's or Subcontractor's personnel denies a person access to the Project Site/s unless he/she performs a sexual favor.
- A Supplier's or Subcontractor'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 or Subcontractor's personnel comment on the appearance of another Supplier's or Subcontractor's personnel (either positive or negative) and sexual desirability.
- When a Supplier's or Subcontractor's personnel complains about comments made by another Supplier's or Subcontractor's personnel on his/her appearance, the other Supplier's or Subcontractor's personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Supplier's or Subcontractor's personnel or Purchaser's personnel by another Supplier's or Subcontractor's personnel.
- A Supplier's or Subcontractor's personnel tells another Supplier's or Subcontractor'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**]*

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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.]*

Title and No. of the Invitation for Bids: Procurement of the Technology Platform (CMS, BPM, Web Application Firewall, Authentication) and Supporting Processing and Computing Infrastructure for the Single Public Services Portal – SIMPLIFICA Portal — RFB 2.1.7-1

To: Instituto de Modernização Administrativa (IMA)

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, if the bidding process results in a Contract between you and the Bidder, the above-listed products will come with our full standard warranty and, for hardware, with our on-site warranty support for a period of sixty (60) months from the Operational Acceptance of the System, in accordance with the Contract (SCC for GCC 29.4).

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.*

Title and No. of the Invitation for Bids: Procurement of the Technology Platform (CMS, BPM, Web Application Firewall, Authentication) and Supporting Processing and Computing Infrastructure for the Single Public Services Portal – SIMPLIFICA Portal — RFB 2.1.7-1

To: Instituto de Modernização Administrativa (IMA)

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

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

Attachments: Proposed Software Licenses

List of Custom Materials

Custom Materials
*[insert **Title and description**]*
*[insert **Title and description**]*
*[insert **Title and description**]*
*[insert **Title and description**]*
*[insert **Title and description**]*

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: *[insert:* ***abbreviated description of Requirement*** *]*
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: Instituto de Modernização Administrativa (IMA), Avenida 1.º Congresso do MPLA, CIF Luanda One Building, 21st Floor, Luanda, Republic of Angola

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 **Name of Purchaser**]* as Obligee (hereinafter called "the Purchaser") in the sum of *[insert **amount in figures**]* [1] (*[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**]*.

Principal: _____	Surety: _____ Corporate Seal (where appropriate)
_____	_____
(Signature)	*(Signature)*
(Printed name and title)	*(Printed name and title)*

[1] The amount of the Bond shall be denominated in the currency of the *Purchaser's* Country, or the equivalent amount in a freely convertible currency.

FORM OF BID-SECURING DECLARATION

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

Date: *[insert **date** (as day, month and year)]*
Bid No.: *[insert **number of bidding process**]*
Alternative No.: *[insert **identification No if this is a Bid for an alternative**]*

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

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time of *[insert **number of months or years**],* starting on *[insert **date**],* if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or

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

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

Name of the Bidder***** *[insert **Name of Bidder**]*

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

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

Signature of the person named above _____

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

*: In the case of the 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 attached to the Bid

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

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: none.

Under ITB 4.8 (b) and ITB 5.1: none.

SECTION VI - FRAUD AND CORRUPTION

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

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

engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] 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, and personnel, to permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

PART 2 – PURCHASER'S REQUIREMENTS

SECTION VII - INFORMATION SYSTEM REQUIREMENTS

(including Technical Requirements, Implementation Schedule, System Inventory Tables, and Background and Informational Materials)

Part A — Technical Requirements

Table of Contents: Technical Requirements

A. Acronyms, Background and Conventions
B. Functional, Architectural and Performance Requirements
C. Service Specifications – Supply and Installation Cost Items
D. Technology Specifications – Supply and Installation Cost Items
E. Testing and Quality Assurance Requirements
F. Service Specifications – Recurrent Cost Items

A. ACRONYMS, BACKGROUND AND CONVENTIONS

0.1 Table of Acronyms

Acronym	Meaning
ABAC	Attribute-based access control
API	Application programming interface
ASVS	OWASP Application Security Verification Standard
AT	Operational Acceptance Test (subsection 4.3)
BPM / BPMN	Business process management / business process modeling notation (OMG BPMN 2.0)
CI/CD	Continuous integration and continuous delivery
CMS	Content management system; headless: without its own presentation layer, served via API
DC1	Data center hosting the Production and Recovery zones (Site Table)
DCS	System Design Document
DMN	Decision modeling notation (OMG DMN)
DPI	Digital Public Infrastructure (Presidential Order No. 38/26)
IAM	Identity and access management
ICP-AO	Public Key Infrastructure of Angola
ID.GOV	Single citizen identification and authentication service used by the SIMPLIFICA portal
MFA	Multi-factor authentication
OIDC	OpenID Connect 1.0
PADA	Angola Digital Acceleration Project
PIAP	Public Administration Interoperability Platform
RBAC	Role-based access control
RPO / RTO	Maximum acceptable data loss / maximum restoration time
MASVS	OWASP Mobile Application Security Verification Standard
SAML	Security Assertion Markup Language 2.0
SBOM	Software bill of materials
SUS	System Usability Scale — usability scale from 0 to 100

Acronym	Meaning
SEPE	Electronic Public Services Portal (2019), predecessor of the SIMPLIFICA portal
SIMPLIFICA	Portal of the Single Window (Janela Única) (simplifica.gov.ao), being launched in 2026, which this Contract evolves
SLA	Service level; in the "Verification" column, an obligation measured during the Warranty Period and the Post-Warranty Services Period
SOC	State security operations center
TLS	Transport Layer Security
WAF	Web application firewall
WCAG	Web Content Accessibility Guidelines (W3C)

0.2 Purpose and Contracted Outcome

The Single Window for Remote Delivery of Public Services (Janela Única), institutionalized by Presidential Decree No. 196/22 of 22 July, is the unified digital channel through which citizens and businesses access the services of the Public Administration. Its portal, SIMPLIFICA (simplifica.gov.ao), is the result of the evolution of SEPE and is being launched: a catalogue of 55 services from 26 institutions, ID.GOV authentication, Personal Area, e-Wallet, ICP-AO digital signature, in-person appointment scheduling and a mobile application (Part D, 0.4). The portal does not have a process engine: each online service is programmed in the portal itself, which limits the pace of digitization. The source code belongs to the Instituto de Modernização Administrativa, whose development team maintains it and will continue to maintain it.

This Contract does not replace the portal; it increases its capabilities. It provides: (a) a process engine and decision rules engine (BPMN/DMN), with a form builder and back office, integrated into the portal; (b) a headless content management system for the information sheets and content, with natural-language search; (c) application security, back-office access management and observability; (d) the processing and computing infrastructure, hosted in Angola, on which the portal and the new components will run; (e) the digitization of services on the engine, paid per service; (f) the improvement of all existing functions — Personal Area, e-Wallet, appointment scheduling, digital signature, mobile application and the Simplifica AI assistant — through the evolution of the existing technology base or the configuration of new components, with measurable results superior to the current ones; and (g) artificial intelligence throughout the portal: the Simplifica AI assistant prominently featured and available on every page, and AI functions in the information sheets, the forms, the Personal Area, search, the back office and content management.

The contracted outcome is a System in production, operationally accepted, in which the SIMPLIFICA portal runs on the System's infrastructure without dependencies outside Angola; in which a user authenticated through ID.GOV finds the service using natural language, completes the engine's form without leaving the portal, pays, tracks the request in "My Requests" and receives the document in the e-Wallet — demonstrated end to end with at least five digitized services —; in which the existing functions meet the minimum values in Table 1.2.10 and the assistant responds on the basis of the official sources; and in which the Purchaser is able, without the Supplier, to publish new services on the engine, onboard new agencies, maintain the code and operate the platform.

0.3 Subsystems

For the purposes of Installation, partial Operational Acceptance (SCC relating to GCC 27.2.1), Inventory Tables and Price Schedules, the System is divided into the following Subsystems:

Subsystem	Name	Scope
S1	Supporting Infrastructure and Rehosting of the SIMPLIFICA Portal	Computing, storage, backup, networking and load-balancing hardware in the Production and Recovery zones of the data center; container orchestration and, if proposed, virtualization; operating systems and databases; CI/CD; Production, Recovery, Staging, Development and Training environments; technical assessment, rehosting and regression of the SIMPLIFICA portal; optional transfer of the Recovery environment to a second data center (S1.13).
S2	Process and Decision Engine, Forms and Back Office	BPMN/DMN engine, form builder, embeddable component and APIs for the portal; back office; integration with the Personal Area, the e-Wallet and the existing channels; integrations with the State platforms; assisted service.
S3	Content Management, Catalogue and Search	Headless CMS; National Catalogue of Public Services; natural-language search; migration of the portal's content and information sheets; changes to the portal to consume the CMS and search.
S4	Security, Access Management and Observability	Web application firewall (WAF); access management for the back office and the consoles and federation with ID.GOV; key management and secrets vault; auditing and forwarding to the SOC; observability, web analytics and real user experience monitoring; management portal and indicators.
S5	Digitization of Services	Public services digitized on the engine, by Service Order, at a unit price per complexity class (Table 1.2.9): at least five before Operational Acceptance of the System and the remainder by the end of the Warranty Period.
S6	Evolution of the Existing Portal Functions	Personal Area, e-Wallet, in-person appointment scheduling, digital signature, Simplifica Mobile application and Simplifica AI assistant, improved through evolution of the existing base or through replacement (1.2.10 to 1.2.16), including data migration; artificial intelligence integrated into the portal, the back office and the CMS (1.2.17); all AI functions use the models of the AI Platform.

0.4 What This Contract Does Not Procure

All existing functions of the portal are within the scope of the Contract (S6). The following elements are not part of the supply. The System SHALL integrate with them under the terms of this Section, and the Implementation Schedule indicates the dates on which the Purchaser makes them available.

Out of scope	Provided by
Evolutionary and corrective maintenance of the portal code, which remains with the Purchaser; the Supplier is responsible, under the warranty, for the changes and components it delivers	Purchaser (IMA development team), owner of the source code
Language models, vector embedding models and inference capacity	Artificial Intelligence Platform for the Public Sector; the assistant uses them (AIA-06)
Perimeter firewall, State gateway, denial-of-service protection, Internet access and telecommunication circuits to the data center	Purchaser, through the Digital Public Infrastructure or the designated data center provider
Rack space, power, cooling and physical security of the data centers	Purchaser (Table B.2 and Part D, 0.6)

Out of scope	Provided by
ID.GOV and national identity provider; issuance of identity credentials (eID); certification authority, ICP-AO certificates, qualified signature creation devices and trust services	Purchaser, Digital Identity Platform and Electronic Signatures Platform (separate PADA contracts); the Contract integrates with them (ASS-03, CAR-03)
Central server and security servers of the interoperability platform; data services of the agencies	Public Administration Interoperability Platform and source agencies
SIEM and security operations center	Digital Government Cybersecurity Program
Service reengineering and simplification measures beyond the services ordered under S5	Purchaser, with the services implementation consultant (separate contract)
1st-level support to users; new content and the corresponding translations	Purchaser and participating agencies

0.5 Responsibility Matrix

Subject	Supplier	Purchaser	Coordination
Design (DCS)	Prepares	Approves (Project Manager)	External platform entities
Hardware and Standard Software	Supplies, installs and configures	Makes the data center space available (OC1)	Data center provider
Connection to the network and to the DPI	Configures at the delivery points	Makes available the delivery points and perimeter rules (OC2)	DPI operator
Identity federation	Configures the relying party	Makes available the identity provider, metadata and test accounts (OC3)	Digital Identity manager
Interoperability	Registers the subsystem and implements the connectors	Makes available the security server and access to the services (OC4)	PIAP manager and source agencies
SIMPLIFICA portal	Assesses, rehosts, modifies under the terms of EXI-11 and mitigates in the WAF	Maintains the code (IMA development team); makes available the code, access and the team (OC6); reviews and integrates the changes; approves the change window	IMA development team
Existing functions (S6)	Proposes evolution or replacement, implements, migrates the data and transfers knowledge	Decides the approach in the DCS (ANL-01 (iv)); maintains after acceptance	IMA development team
Portal ↔ engine integration mode	Proposes in the DCS and implements	Decides in the DCS (ANL-01)	IMA development team
Digitized services (S5)	Configures, tests and puts into production	Selects the services, issues the Service Orders and makes the agency's experts available (OC5)	Services implementation consultant
Assistant models	Integrates, configures and tests the assistant with the AI Platform models	Makes available access to the AI Platform (OC9)	AI Platform manager
Migration of content and information sheets	Executes and reconciles	Delivers the extracts (OC6) and validates	—
Operational Acceptance Tests	Prepares the plan, cooperates and corrects	Executes and decides (GCC 27)	Independent verifier, if contracted
Training	Plans and delivers	Designates participants and rooms	—
Operation after Acceptance	Warranty, support and assisted operation	Operates; 1st-level support to users	—

0.6 Reading Conventions

(a) The requirements are recorded with an identifier (ID) per family. The word **SHALL** identifies mandatory requirements: their omission or non-compliance constitutes a material deviation under ITB 30.
(b) In the "Type" column, the entry **SHALL · Cx.y** indicates that the requirement is mandatory at the level described and that there are steps above that level which are scored under rated feature Cx.y of Section III. The mandatory level is never scored.
(c) In the "Verification" column, ATnn refers to the test in subsection 4.3 that verifies the requirement; SLA indicates a service obligation measured during the Warranty Period and the Post-Warranty Services Period, through the reports under 5.2.
(d) The software and hardware architecture, brands, models and quantities are proposed by the Bidder; the requirements of this Section are the minimum that the Bid SHALL satisfy. The parameters in Table 1.5.1 are the common sizing basis for all Bids.
(e) References to standards, certifications, products or brand names are descriptive and not restrictive (ITB 16.3); substantially equivalent standards and certifications are acceptable, and it is the responsibility of the Bidder to demonstrate such equivalence.
(f) The Bidder SHALL respond to each ID in the Technical Responsiveness Checklist in Section IV, in the format of Part D, 0.8.
(g) The Purchaser's dated obligations are designated OC1 to OC9 (Part B, B.1); they are not to be confused with the rated categories C1 to C6 of Section III or with Inventory Tables C.1 to C.3.

B. FUNCTIONAL, ARCHITECTURAL AND PERFORMANCE REQUIREMENTS

1.1 Legal and Regulatory Requirements

ID	Requirement	Type	Verification
LEG-01	The System SHALL support, together with the SIMPLIFICA portal, the fully electronic delivery of public services under Presidential Decree No. 196/22 of 22 July, which institutionalizes the Single Window for Remote Delivery of Public Services: information, submission, processing, notification, decision and issuance of documents without the need for travel or paper.	SHALL	AT13
LEG-02	The System SHALL enable the Purchaser and the participating agencies to comply with Law No. 22/11 of 17 June on the Protection of Personal Data: purpose and legal basis per processing activity, data minimization, rights of access, rectification and erasure, record of processing operations and support for notification of data breaches.	SHALL	AT11, AT20
LEG-03	All data of the System and of the rehosted SIMPLIFICA portal — content, requests, documents, audit logs, analytics data, backups and cryptographic keys — SHALL reside in Angolan territory, in the data centers designated by the Purchaser. No component SHALL transfer data outside Angola, including telemetry, licensing, monitoring, fonts, libraries or remote support. The only authorized flows are: (i) the delivery of e-mail, SMS and mobile notifications to their respective recipients, with the minimum content necessary; (ii) the receipt, through a mirror repository or proxy controlled by the Purchaser, of updates, antimalware signatures and WAF rules, signed by the manufacturer; (iii) other flows authorized in writing by the Purchaser, on a case-by-case basis.	SHALL	AT20

ID	Requirement	Type	Verification
LEG-04	The System SHALL issue electronic documents with evidentiary value in PDF/A, signed or sealed with a qualified electronic signature or seal (PAdES) of the Public Key Infrastructure of Angola (ICP-AO), through the services already used by the SIMPLIFICA portal or through the Digital Identity Platform and the Electronic Signatures Platform, as decided in the System Design Document.	SHALL	AT14
LEG-05	The form component, the pages and interface components supplied under the Contract, and the back office SHALL comply, at a minimum, with the Web Content Accessibility Guidelines (WCAG) 2.1, level AA, and with Angolan accessibility legislation.	SHALL · C4.1	AT06
LEG-06	The System SHALL retain case files and documents for the legal retention periods configured per service type (P13) and securely delete them at the end of the period, with a record of the deletion.	SHALL	AT12, AT20
LEG-07	The System SHALL enable the Purchaser to comply with the security and incident notification obligations of Law No. 7/17 of 16 February on the Protection of Networks and Computer Systems.	SHALL	AT11

1.2 Business Function Requirements

The System SHALL support the following business functions, in addition to the functions already provided by the SIMPLIFICA portal (Part D, 0.4). The specific public services are configured on top of these functions by the Supplier, when ordered under 1.2.9, and by the Purchaser and the services implementation consultant.

1.2.1 Evolution of the SIMPLIFICA Portal

ID	Requirement	Type	Verification
EXI-01	The Supplier SHALL rehost the SIMPLIFICA portal in production on the infrastructure of Subsystem S1 — web application, supporting services, databases, files, scheduled jobs and integrations —, running in containers on the proposed orchestration platform and deployed through the CI/CD pipeline of ADM-01, maintaining the existing domain, addresses, integrations and functional behavior.	SHALL	AT23
EXI-02	The cutover of the portal to the System SHALL be carried out with an interruption of service to users not exceeding four (4) hours, in a window approved by the Purchaser, without loss of accounts, requests, documents or payments in progress, with a rollback plan tested in Staging and an agreed rollback decision criterion.	SHALL · C5.1	AT23
EXI-03	Before the rehosting, the Supplier SHALL automate a suite of regression tests covering the portal journeys — search, service information sheet, ID.GOV authentication, pre-filling, submission and tracking of requests, payment, Personal Area, e-Wallet, digital signature and appointment scheduling —, execute it in the current quality environment (qa.simplifica.gov.ao), with the test accounts and test payment methods provided by the Purchaser (OC8), and on the System, with equivalent results, and integrate it into the CI/CD pipeline for all subsequent versions of the portal.	SHALL	AT18, AT23
EXI-04	The resources that the portal loads from services outside Angola — fonts, libraries, analytics and others — SHALL be served by the System or replaced by equivalents hosted in Angola, with no visible change for the user, in compliance with LEG-03 and ARC-05.	SHALL	AT20, AT23
EXI-05	The rehosting and the layers added by the System (WAF, load balancing, observability) SHALL NOT increase the 95th percentile response time of the portal pages by more than 100 ms relative to the baseline of EXI-06, measured in the System's Staging environment with the portal as received, without those layers, and with the same load profile.	SHALL	AT17, AT23
EXI-06	During the design phase, the Supplier SHALL deliver the technical assessment of the SIMPLIFICA portal — architecture, dependencies and versions, code quality, SAST, SCA and DAST analysis, accessibility, performance (response-	SHALL	AT10, AT19

ID	Requirement	Type	Verification
	time and load baseline), hosting and operation — with a prioritized remediation plan. Critical and high vulnerabilities SHALL be mitigated in the WAF (virtual patching) before the rehosted portal goes live; correction in the code is the responsibility of the IMA development team, which maintains the portal, or, by order of the Purchaser, of the services under SUP-05; for the functions that the Supplier evolves or replaces (1.2.10), correction is the responsibility of the Supplier. ARC-02, ARC-03, DES-04 and AT02 apply to the rehosted portal to the extent that its code allows, according to this assessment; the code changes necessary to go beyond that follow the same rule.		
EXI-07	The System SHALL provide the portal with a natural-language search service that finds services, information sheets and content based on the expressions that users actually use, without requiring the official name of the service (for example, "abrir farmácia" ["open a pharmacy"]), tolerant of spelling errors, accents and variations in gender and number, with synonyms and expressions managed by editors in the CMS and suggestions while typing.	SHALL · C4.2	AT24
EXI-08	In a set of one hundred (100) reference queries prepared by the Purchaser from actual portal searches, the correct service SHALL appear among the top three results in at least 90% of the queries; the System SHALL log searches with no results for editorial review.	SHALL · C4.2	AT24
EXI-09	The System SHALL include web analytics hosted in Angola for the portal and for the form component — visits, sources, journeys, completion funnels per service, searches and form abandonment —, with anonymization of IP addresses, respect for the user's choice regarding non-essential cookies and access by the Purchaser to the raw data.	SHALL · C5.2	AT16
EXI-10	The System SHALL monitor the real user experience in the browser — JavaScript and rendering errors, API call failures and loading times per page and per device type —, with error grouping, threshold-based alerts and linkage to the distributed tracing of ADM-03.	SHALL · C5.2	AT18
EXI-11	The Supplier SHALL make, in the portal repository under the Purchaser's control and in coordination with the IMA development team, which maintains it, the changes to the portal code necessary to: (a) consume the content and information sheets through the CMS API (CMS-01) and use the search service (EXI-07); (b) integrate the process engine generically, according to the mode decided in the System Design Document — a portal page that renders any form published on the engine, without per-service code changes (BPM-06, BPM-07); (c) eliminate the external dependencies (EXI-04); (d) instrument analytics and monitoring (EXI-09, EXI-10); (e) adapt the Personal Area, the e-Wallet and the portal integrations as necessary for ARE-01 to ARE-05 and INT-04 and for the rated features offered in the Bid. These changes are Custom Software and SHALL pass the regression suite of EXI-03.	SHALL	AT08, AT23

1.2.2 Process Engine, Decision Rules and Forms

ID	Requirement	Type	Verification
BPM-01	The process engine SHALL model and execute processes in BPMN 2.0, with a browser-based graphical editor, and import and export models in BPMN 2.0 XML.	SHALL · C1.1	AT12
BPM-02	The engine SHALL execute decision rules in DMN 1.3 or a later version (decision tables and FEEL expressions), which are versioned, testable in isolation, invocable by processes and forms, and configurable without programming.	SHALL · C1.1	AT12
BPM-03	The engine SHALL support human and automated tasks, calls to REST and SOAP services, timers, events, subprocesses, exclusive and parallel gateways, compensation and escalation.	SHALL	AT12
BPM-04	The System SHALL include a no-code form builder, with validations, conditional fields, calculations, sections and steps, pre-filling from ID.GOV session data and from the Interoperability Platform, attachments with file type and size validation, saving and resuming of drafts, and preview.	SHALL	AT12, AT13

ID	Requirement	Type	Verification
BPM-05	The engine SHALL version processes, forms and rules: instances in progress SHALL complete in the version in which they were started, unless an explicit authorized migration is performed, and new instances SHALL use the published version.	SHALL	AT12
BPM-06	The System SHALL provide a form component embeddable in the SIMPLIFICA portal (React/Next.js application), distributed as a versioned package, which renders the engine's forms with the portal's design system, without redirecting the user to another domain or reloading the page, and which also works in the mobile application via web view.	SHALL · C1.2	AT08, AT12
BPM-07	The engine SHALL expose REST APIs documented in OpenAPI 3 for: list of available services, initiation of a request, retrieval and submission of forms, attachments, status and history inquiry, the user's pending tasks, messages, issued documents and event subscription (webhooks), so that the portal, the mobile application and other channels can build their own interface.	SHALL · C1.2	AT08, AT14
BPM-08	The System SHALL allow a service already available on the portal to be migrated to the engine, with coexistence: the Purchaser activates the new flow per service, per agency or per percentage of users; requests initiated in the previous flow are completed in that flow; and rollback to the previous flow is performed through configuration.	SHALL · C1.2	AT13
BPM-09	The engine SHALL assign tasks to queues by agency, organizational unit, role and territorial jurisdiction, with round-robin, load-based or manual distribution, and with delegation and substitution during absences.	SHALL	AT12
BPM-10	The engine SHALL control legal and service deadlines per stage and per request, including suspensions (for example, while awaiting information from the user), with alerts before expiry and automatic escalation.	SHALL	AT12
BPM-11	The System SHALL provide civil servants with a back office with a task inbox, request search, consultation of the complete case file, messaging with the user, requests for additional information, decision-making and issuance of documents from templates.	SHALL	AT12, AT13
BPM-12	The System SHALL generate documents (notifications, certificates, licenses, receipts) from templates managed by the Purchaser, with dynamic fields, in PDF/A, and submit them for signature or sealing under the terms of LEG-04.	SHALL	AT13, AT14
BPM-13	The System SHALL support processes involving several agencies, with handover of tasks between agencies and data visibility controlled per stage.	SHALL	AT13
BPM-14	The engine SHALL monitor process activity in real time (volumes, times per stage, bottlenecks, compliance with deadlines) and export execution data for analysis.	SHALL	AT12, AT16
BPM-15	It SHALL be possible for the Purchaser's team to simulate and test a process in Staging and promote it to Production, through an approval workflow, without intervention by the Supplier.	SHALL	AT12, AT18
BPM-16	The System SHALL support the payment of fees through the payment mechanism already used by the SIMPLIFICA portal or through the State payment mechanism: generation of the payment reference, receipt of the confirmation and automatic continuation of the process.	SHALL	AT14
BPM-17	The participating agencies SHALL be able to receive and handle the requests that concern them in their own systems, through an API or a service published on the Interoperability Platform, as an alternative to the System's back office.	SHALL	AT14

1.2.3 Content Management (Headless CMS)

ID	Requirement	Type	Verification
CMS-01	The System SHALL include a content management system without its own presentation layer (headless), which exposes all published content and information sheets through a documented API (REST in OpenAPI 3 or GraphQL with a published schema), with caching and invalidation upon publication, for consumption by the SIMPLIFICA portal, the mobile application, the Simplifica AI assistant and sector portals.	SHALL	AT05

ID	Requirement	Type	Verification
CMS-02	The CMS SHALL support configurable editorial workflows — create, edit, review, approve, schedule, publish, unpublish and archive — with at least the roles of author, reviewer and publisher, per agency and per section, version history and restoration of any previous version.	SHALL	AT05
CMS-03	The CMS SHALL manage structured content types, configurable without programming — information page, news item, notice, life event, service desk, service information sheet, frequently asked question, legislation, simplification measure —, with fields, validations and relationships between content items.	SHALL	AT05
CMS-04	The CMS SHALL support multiple languages, with Portuguese as the default language; it SHALL allow languages to be added through configuration and the translations of content to be managed with a review workflow.	SHALL · C4.3	AT05
CMS-05	The CMS SHALL include a digital asset library (images, documents, videos) with metadata, automatic conversion of images to the formats and dimensions of each channel, and mandatory alternative text for images.	SHALL	AT05, AT06
CMS-06	The CMS SHALL allow any content to be previewed, before publication, in the SIMPLIFICA portal itself, on a computer and on a mobile device, and publications and unpublications to be scheduled.	SHALL	AT05

1.2.4 National Catalogue of Public Services

ID	Requirement	Type	Verification
CAT-01	The System SHALL maintain the National Catalogue of Public Services as a structured register, with one information sheet per service containing, at a minimum: name, description, responsible entity, service desk, legal basis, target recipients, requirements, required documents, costs and payment methods, legal and service deadlines, delivery channels, associated life events and degree of digitization. The cost, deadline and required documents fields SHALL be structured and mandatory, and an information sheet SHALL NOT be publishable without a value or without an express justification for its absence.	SHALL	AT07
CAT-02	Each information sheet SHALL have a unique and persistent identifier, dated versions and a life cycle (draft, under review, published, suspended, discontinued), with a record of who changed what and when.	SHALL	AT07, AT11
CAT-03	Each participating agency SHALL manage the information sheets of its services through delegated profiles, with central validation by the Purchaser before publication.	SHALL	AT07, AT16
CAT-04	Each information sheet SHALL indicate the mode of access to the service — flow on the engine, existing portal flow, agency system or in-person service — and the System SHALL present the user with the option to start the request online only when the service is available on that channel.	SHALL	AT07, AT13
CAT-05	The Catalogue SHALL be filterable by service desk, life event, theme, ministerial department, entity, province, channel and cost, and SHALL be available as machine-readable open data (API and export in JSON and CSV).	SHALL	AT07
CAT-06	The Catalogue SHALL produce, per service, the following indicators: number of requests, average decision time relative to the legal deadline, online completion rate and satisfaction.	SHALL	AT16

1.2.5 Personal Area, Channels and Customer Service

ID	Requirement	Type	Verification
ARE-01	Requests processed on the engine SHALL appear in the existing Personal Area of the portal ("My Requests"), with status, history, deadlines, items pending action by the user and payments, through the APIs or events of BPM-07, without the user changing environment or having to authenticate again.	SHALL	AT08
ARE-02	Documents issued by the engine SHALL be delivered to the user in the existing e-Wallet, with a verification code or QR code, through the interface indicated by the Purchaser.	SHALL	AT08, AT14

ID	Requirement	Type	Verification
ARE-03	The user SHALL be able to respond to requests for additional information, exchange messages with the agency and consult the record of interactions carried out on his or her behalf — by the user, by his or her representatives or through assisted service — from the Personal Area.	SHALL · C2.3	AT08, AT11
ARE-04	The System SHALL support representation: a user SHALL be able to act on behalf of a company or another person on the basis of powers verified in an official source or validated by the competent agency, with the representative being identified in each act.	SHALL	AT08, AT09
ARE-05	The System SHALL send the engine's notifications through the channels chosen by the user (Personal Area, e-mail, SMS, mobile push notification in the Simplifica Mobile application), using the notification services that the portal already uses or those of the System, as decided in the System Design Document.	SHALL	AT14
OMN-01	The System SHALL support assisted service: a civil servant at an in-person service desk SHALL be able to initiate and submit requests on the engine on behalf of the user present, with the user's identification and consent recorded, and the request SHALL be visible in the user's Personal Area.	SHALL	AT15
OMN-02	The System SHALL expose, through an API and with the user's authorization, the Catalogue, the published content and the status of requests to the Simplifica AI assistant (1.2.16) and to the Artificial Intelligence Platform for the Public Sector.	SHALL	AT15
OMN-03	The System SHALL manage information requests and complaints (registration, assignment, response, deadlines), with a unified history per user accessible to the in-person and digital channels.	SHALL	AT15
OMN-04	The status of each request processed on the engine SHALL be the same across all channels (portal, mobile application, service desk, conversational assistant).	SHALL	AT15

1.2.6 Access Management and Federation

ID	Requirement	Type	Verification
IAM-01	The engine, the CMS and the APIs of the System SHALL accept the identity of the user authenticated on the portal through ID.GOV, validating the OpenID Connect tokens issued by ID.GOV or obtained through token exchange (OAuth 2.0 Token Exchange) from the portal session, without re-authentication and without storing user passwords; and SHALL be able to federate with the Digital Identity Platform when it goes into production, through configuration, without loss of the association between users, requests and documents.	SHALL	AT09
IAM-02	The System SHALL associate with each service the minimum authentication assurance level required and request step-up authentication from the identity provider when the session's level is lower.	SHALL	AT09
IAM-03	The System SHALL authenticate the civil servants of the participating agencies through federation with the directory or identity provider of the State or of the agency (SAML 2.0, OpenID Connect or LDAP v3), with mandatory multi-factor authentication for back-office, editing and administration profiles.	SHALL	AT09
IAM-04	The System SHALL apply role-based (RBAC) and attribute-based (ABAC) access control — agency, organizational unit, territorial jurisdiction, service type, authentication level — with centrally managed policies and delegated administration per agency.	SHALL · C1.3	AT09
IAM-05	The System SHALL apply configurable segregation of duties (for example, whoever prepares a case does not decide it) and prevent the accumulation of incompatible roles.	SHALL	AT09
IAM-06	The System SHALL manage sessions securely: configurable inactivity and absolute timeouts, single logout with the identity provider, and protection against session fixation and session hijacking.	SHALL	AT09, AT10
IAM-07	The APIs exposed by the System SHALL be protected by OAuth 2.0 / OpenID Connect, with credentials per consuming system, scopes and revocation.	SHALL	AT09, AT14
IAM-08	The life cycle of back-office accounts (creation, modification, suspension, revocation) SHALL be synchronized with the authoritative source, and	SHALL	AT09

ID	Requirement	Type	Verification
	revocation SHALL take effect within a maximum of 15 minutes after deactivation in the source.		
IAM-09	The System SHALL produce, per agency, periodic access reviews with reports on inactive accounts and elevated privileges.	SHALL	AT09, AT16
IAM-10	Access to the administration and editing consoles of the SIMPLIFICA portal, the CMS, the engine and the infrastructure SHALL be through single sign-on via the System's access management service, with multi-factor authentication and, for administration, from the privileged access point of SEC-11.	SHALL	AT09, AT10

1.2.7 Integration and Interoperability

ID	Requirement	Type	Verification
INT-01	The System SHALL consume and publish services through the Public Administration Interoperability Platform, as a registered member and subsystem, using the security servers made available by the Purchaser and the protocols of that platform (X-Road or substantially equivalent).	SHALL	AT14
INT-02	The System SHALL include a configurable connector that allows new REST services of the Interoperability Platform to be consumed and used in forms and rules without code development.	SHALL · C1.3	AT14
INT-03	All interfaces exposed by the System SHALL be REST APIs documented in OpenAPI 3 (or SOAP/WSDL where required by an existing system), versioned, with a compatibility policy and a test environment (sandbox).	SHALL	AT14
INT-04	The System SHALL reuse the integrations that the SIMPLIFICA portal already maintains with State systems (for example, civil identification, NIF (tax identification number) and licensing), where the System Design Document so determines, through an API and without duplicating the integration logic.	SHALL	AT14
INT-05	The System SHALL integrate the qualified electronic signature and electronic seal services of LEG-04, for issued documents and for the signing of requests by the user where the service so requires.	SHALL	AT14
INT-06	The System SHALL handle integration failures with automatic retries, persistent queues, timeouts and clear messages to the user, without loss of requests, and log each data exchange with an end-to-end correlation identifier.	SHALL	AT14, AT17
INT-07	The System SHALL include simulators (stubs) of the external services for the Development, Training and Staging environments.	SHALL	AT14
INT-08	The System SHALL send notifications by e-mail (with SPF, DKIM and DMARC), by SMS through the State messaging gateway and by mobile push notification through the Simplifica Mobile application, with a record of the sending and, where the channel allows, of the delivery.	SHALL	AT14
INT-09	The System SHALL allow the documents of case files to be archived in an external document repository through CMIS 1.1 or an equivalent API, where the Purchaser so determines.	SHALL	AT14

1.2.8 Management, Indicators and Analytics

ID	Requirement	Type	Verification
GST-01	The System SHALL provide the Purchaser with a management portal for the onboarding of agencies: application, verification, configuration of the agency (organizational structure, users, services), service level agreement and activation, with a record of each stage.	SHALL	AT16
GST-02	The management portal SHALL present indicator dashboards, global and per agency — requests by status and by channel, compliance with deadlines, average times, satisfaction, completion funnels (EXI-09), availability and performance —, with export and access via API.	SHALL	AT16
GST-03	The System SHALL automatically calculate and report monthly the service levels of the System itself (availability, response times, incidents) according to the formulas in subsection 5.2.	SHALL	AT16, AT17

ID	Requirement	Type	Verification
GST-04	The management portal SHALL manage the global parameters (deadlines, messages, document templates, reference tables) with version control and an audit trail.	SHALL	AT16
GST-05	The System SHALL produce configurable reports and export aggregated and anonymized data for statistical and open data purposes.	SHALL	AT16

1.2.9 Digitization of Services

ID	Requirement	Type	Verification
SRV-01	The Supplier SHALL digitize on the process engine, by written Service Order of the Purchaser, public services selected by the Purchaser, each classified in a complexity class of Table 1.2.9 and paid at the unit price quoted for that class. Each service comprises: analysis with the agency, modeling of the process in BPMN 2.0 and of the rules in DMN, forms, integrations through configurable connectors, document templates, Catalogue information sheet, automated tests, training of the agency's civil servants, deployment into production and follow-up support for four weeks.	SHALL	AT13
SRV-02	The Supplier SHALL deliver, before Operational Acceptance of the System, at least five (5) services — at a minimum one of each class and one that migrates to the engine, under the terms of BPM-08, a service already available on the portal —, selected by the Purchaser during the design phase from the list in Part D, 0.7. These services are delivered and accepted on the date in the Implementation Schedule (line 5); the delivery periods of Table 1.2.9 are not applicable to them.	SHALL	AT13
SRV-03	The remaining services, up to the notional quantities in Inventory Table C.1 (items S5.1 to S5.3), are ordered by Service Order (SCC relating to GCC 7.3) until the end of the Warranty Period; the Supplier SHALL deliver each service ordered within the period in Table 1.2.9, counted from the Service Order. The Purchaser is not obliged to order more than the services of SRV-02.	SHALL	AT13
SRV-04	Each service SHALL be configured with the System tools available to the Purchaser, without service-specific Custom Software unless authorized in writing, and documented so that the Purchaser's team can modify it without intervention by the Supplier; each service is accepted through the AT13 test applied to it.	SHALL	AT13, AT19

Table 1.2.9 Complexity classes of digitized services

Class	Limits (all cumulative)	Delivery period counted from the Service Order	Item (Table C.1)
A — Simple	One agency; one form with up to 40 fields; up to 4 human tasks; up to 1 integration in addition to authentication; up to 2 document templates; no payment.	6 weeks	S5.1
B — Medium	Up to 2 agencies; up to 2 forms and 80 fields; up to 8 human tasks; up to 3 integrations, including payment; DMN eligibility or calculation rules; up to 4 document templates.	9 weeks	S5.2
C — Complex	Up to 3 agencies; up to 4 forms and 150 fields; up to 15 human tasks; up to 6 integrations; several DMN tables; user signature or representation.	12 weeks	S5.3

(a) A service belongs to the lowest class whose limits it meets in full. The class is proposed by the Supplier and set by the Project Manager in the Service Order; a service that exceeds the limits of class C is divided, by agreement, into two or more services.
(b) Each distinct external service consumed or fed by the process counts as an integration (for example, a data service on the Interoperability Platform, payment, the e-Wallet). Connection to a system that does not have a usable API is not included in the unit price and is only carried out by Change Order (GCC 39) or under SUP-05.
(c) Each service is paid, at the unit price of its class, against acceptance through the AT13 test applied to it (SCC relating to GCC 12.1).

1.2.10 Evolution of the Existing Functions — Common Rules

The Contract improves all existing functions of the portal. The approach — evolving the existing technology base or replacing it with a new configured component — is proposed by the Bidder for each function and confirmed in the DCS; the result is measured by the same indicators, whatever the approach.

ID	Requirement	Type	Verification
EVO-01	The existing portal functions — Personal Area, e-Wallet, in-person appointment scheduling, digital signature, the Simplifica Mobile application and the Simplifica AI assistant — SHALL be improved under the Contract. For each of them, the Bidder SHALL state in its Bid the approach — evolution of the existing technology base, in the Purchaser's code, or replacement by a new configured component — and SHALL meet the requirements of 1.2.11 to 1.2.16 whichever approach is taken. The approach proposed in the Bid is binding and included in the Bid Price; it is confirmed in the System Design Document, and any decision of the Purchaser in the System Design Document that changes it shall be treated as a Change (GCC 39).	SHALL	AT19, AT25
EVO-02	In the evolution approach, changes SHALL be made in the Purchaser's repository, using the portal technologies (Next.js/React and the others presented at the Pre-Bid technical session or in the responses to requests for clarification) or others approved in the DCS, following the coding standards of the IMA development team, with code review by that team, automated tests and passing of the EXI-03 regression suite; the result is the Purchaser's Custom Software.	SHALL	AT18, AT25
EVO-03	Under the replacement approach, the Supplier SHALL fully migrate the existing data of the function (accounts, requests, documents, cards, bookings, certificates and histories), preserve the addresses and integrations, operate in parallel until acceptance and cut over with an interruption not exceeding four (4) hours per function, with a rollback plan.	SHALL	AT25
EVO-04	Under either approach, the IMA development team SHALL be able to maintain the functions after Operational Acceptance: code or configuration in the Purchaser's repository, documentation, training of group (g) of Table 2.4.2 and autonomy tasks of Table 2.4.3.	SHALL	AT19
EVO-05	In the technical assessment (EXI-06), the Supplier SHALL measure, for each function, the indicators of Table 1.2.10 (baseline), following a measurement protocol fixed in the Acceptance Test Plan (tasks, user profiles, reference device and connection), with users recruited by the Purchaser and with the baseline validated in writing by the Project Manager; at acceptance, each function SHALL meet the minimum values of that table.	SHALL	AT25

Table 1.2.10 Indicators of the existing functions

Indicator	Measurement	Minimum value at acceptance
Completion rate of key tasks	Test with 10 users per function, with the tasks set out in the Test Plan	≥ 90% and higher than the baseline
Satisfaction (SUS)	SUS questionnaire administered to the same users	≥ 80 and higher than the baseline
Time for key tasks	Median, in the same test	Reduction ≥ 25% relative to the baseline
Accessibility	AT06 audit	Zero level A or AA non-conformities (WCAG 2.1)
Browser performance	95th percentile of screen load time (EXI-10), on the reference connection of DES-07	≤ 2.5 s
Reliability	Sessions with a JavaScript or API error (EXI-10) during the pilot	≤ 0,5 %

The baseline is measured in the technical assessment (EXI-06) on the function as it exists. If a function cannot be measured because it is not operational, only the absolute values apply.

1.2.11 Personal Area

ID	Requirement	Type	Verification
APE-01	The Personal Area SHALL bring together in a single dashboard all of the user's requests — processed on the engine or in the existing portal flows —, with pending items, deadlines, payments, documents, appointments, messages and notifications, search and filters.	SHALL	AT25
APE-02	The user profile SHALL present the data obtained from official sources (ID.GOV, Interoperability Platform) flagged as verified, not editable in the portal, with an indication of the source and of how to request a correction.	SHALL	AT25
APE-03	The user SHALL have a notification center with history and preferences per channel and per event type, and a payments area with pending payment references, receipts and history.	SHALL	AT25
APE-04	The Personal Area SHALL allow the user to switch between his or her own profile and the profiles he or she represents (ARE-04), with a clear indication of the active profile in each act.	SHALL	AT25

1.2.12 e-Wallet

ID	Requirement	Type	Verification
CAR-01	The e-Wallet SHALL store digital documents and cards issued by various agencies, each verifiable by QR code and by verification code in a public verifier that does not require an account; the status (valid, expired, revoked) SHALL be verified in real time.	SHALL	AT25
CAR-02	The Purchaser SHALL be able to onboard a new issuing agency and a new type of document or card (template, fields, validity, revocation) through configuration, without development.	SHALL	AT25
CAR-03	Documents SHALL be issued in sealed PDF/A (LEG-04) and, for the types indicated by the Purchaser, also as a verifiable credential in an open format, verifiable without an Internet connection by means of the issuer's signature; the e-Wallet SHALL be able to store and present the credentials issued by the Digital Identity Platform, in accordance with the standards it adopts.	SHALL	AT25, AT27
CAR-04	The user SHALL be able to share a document with third parties through a revocable link or QR code of limited validity, with a record of each access visible in the Personal Area.	SHALL	AT25

1.2.13 In-Person Service Appointment Scheduling

ID	Requirement	Type	Verification
AGD-01	Appointment scheduling SHALL allow in-person service appointments to be booked, rescheduled and canceled by service, service point and date, with real-time availability, reminders (SMS, e-mail, mobile push notification) and check-in confirmation by QR code at the service point.	SHALL	AT25
AGD-02	Agencies SHALL manage their schedules — service points, counters, capacities, opening hours, public holidays and breaks — in the back office, and appointment scheduling SHALL integrate via API with the queue management systems of the service points that have one.	SHALL	AT25
AGD-03	Appointment scheduling SHALL limit bookings per user and per service, require authentication and detect abusive booking patterns, to prevent the resale of slots by intermediaries.	SHALL	AT25
AGD-04	It SHALL be possible for an appointment to be a step in an engine process, where the service requires the user's presence, and appointment scheduling SHALL produce occupancy, attendance and waiting-time indicators per service point.	SHALL	AT25, AT16

1.2.14 Digital Signature

ID	Requirement	Type	Verification
ASS-01	The user SHALL be able to sign documents and requests on the portal and in the mobile application with an ICP-AO qualified certificate, in PAdES, XAdES or CAdES with long-term validation, including several documents at once and workflows with several signatories (for example, the representatives of a company).	SHALL	AT25
ASS-02	The System SHALL provide a public validator of electronic signatures and seals, with a validation report in accordance with ETSI EN 319 102-1 or a substantially equivalent standard.	SHALL	AT25
ASS-03	The Personal Area SHALL present the user's certificates (request, status, renewal, revocation) through the ICP-AO services. The Contract does not supply a certification authority or qualified signature creation devices, and the System SHALL use only trust services accredited under the ICP-AO.	SHALL	AT25

1.2.15 Simplifica Mobile Application

ID	Requirement	Type	Verification
MOB-01	The mobile application SHALL work on the two latest major versions of Android and iOS and offer: ID.GOV authentication with unlocking through the device's biometrics, Personal Area, engine forms, e-Wallet with offline presentation of documents, appointment scheduling, notifications and the Simplifica AI assistant.	SHALL	AT27
MOB-02	On a reference Android device with 2 GB of memory, the application SHALL cold-start in 3 s or less and occupy 50 MB or less after installation; in the pilot, the percentage of crash-free sessions SHALL be equal to or greater than 99.5%.	SHALL	AT27
MOB-03	The application SHALL work with weak or intermittent connectivity: documents and requests viewable from the cache and submissions deferred until a connection is available, with notice to the user.	SHALL	AT27
MOB-04	The application SHALL comply with the OWASP Mobile Application Security Verification Standard (MASVS), profile L1, and with profile L2 for the e-Wallet and authentication, with keys stored in the device's hardware-backed secure storage.	SHALL	AT10, AT27
MOB-05	The application SHALL be published on the App Store and Google Play under the Purchaser's accounts, through a CI/CD pipeline, with source code in the Purchaser's repository, and SHALL support screen readers (TalkBack, VoiceOver) and dynamic font size.	SHALL	AT06, AT27

1.2.16 Simplifica AI Assistant

ID	Requirement	Type	Verification
AIA-01	The Simplifica AI assistant SHALL be given a prominent place on the home page of the portal and of the mobile application and be available on every page, without replacing navigation by catalogue, service desks, life events and Personal Area; the home page search box SHALL accept natural-language questions and return, together, the search results (EXI-07) and the assistant's answer, without requiring authentication for general information; the assistant SHALL be aware of the context of the page on which it is opened (information sheet, form, request) and SHALL respond in Portuguese and, where the model supports it, in the language in which the user writes, from among English and French.	SHALL	AT26
AIA-02	The assistant SHALL respond exclusively on the basis of official sources — CMS content, Catalogue information sheets, published legislation and official Public Administration websites indicated by the Purchaser, indexed by the System and updated automatically — indicating the source in each answer; it SHALL refuse to answer when there is no source and SHALL never state a cost, time frame or requirement different from that in the information sheet.	SHALL	AT26

ID	Requirement	Type	Verification
AIA-03	The assistant SHALL provide personalized guidance: based on the user's answers and, with the user's authorization, on the Personal Area data, indicate the services and options that apply to the user's situation — using the engine's eligibility rules (DMN) where they exist — explain the steps, documents and costs, and suggest the related services of the same life event.	SHALL	AT26
AIA-04	For services processed in the engine, the assistant SHALL be able, through conversation and with the user's authorization, to: prepare the request with the profile data and the data obtained through the Interoperability Platform; receive documents and photographs uploaded in the conversation, with verification of type, legibility and quality requirements; show the user exactly what will be submitted and allow the user to correct it; submit only after explicit approval; return the receipt and the payment reference; schedule the in-person appointment, where necessary; and track the request until the document is delivered to the e-Wallet. For all other services, it SHALL refer the user to the agency's channel, carrying over the context of the conversation.	SHALL	AT26
AIA-05	Each action taken by the assistant on behalf of the user SHALL be preceded by a scoped authorization — service, data, act and validity — recorded in a verifiable manner and viewable and revocable in the Personal Area. The assistant SHALL use only the data necessary for each act, SHALL NOT create its own repository of personal data (records remain in the systems of the responsible agencies) and never makes administrative decisions, which are the responsibility of the agencies.	SHALL	AT11, AT26
AIA-06	The assistant SHALL use the language models and vector embedding models provided by the Artificial Intelligence Platform for the Public Sector, through the interface made available by that platform. The Supplier does not supply models or inference capacity; it supplies the orchestration, retrieval, indexes, safeguards and integration. The assistant SHALL be able to switch models through configuration, without code changes, and no conversation text SHALL leave Angola (LEG-03).	SHALL	AT20, AT26
AIA-07	On a set of two hundred (200) reference questions prepared by the Purchaser, the correct source SHALL be retrieved for at least 95% of the questions, and the answers SHALL be correct and grounded for at least 90%, using the AI Platform model, with no incorrect cost or time frame; the time added by the System to that of the model (retrieval and orchestration) SHALL be ≤ 1 s at the 95th percentile under the P14 load (year 3). If the correct-answer criterion is not met while the retrieval criterion is met, and the Supplier demonstrates that the failure arises from the model, the test shall be deemed passed as far as the Supplier is concerned.	SHALL · C4.4	AT26
AIA-08	The assistant SHALL resist prompt injection and action hijacking: instructions contained in documents, indexed pages or attachments may not trigger actions, and each action is limited to the scope authorized under AIA-05; an adversarial test by an independent entity (SEC-10) SHALL be performed before Acceptance and for each new major version of the assistant.	SHALL	AT10, AT26
AIA-09	The assistant SHALL warn the user before personal data are sent in an unauthenticated conversation; it SHALL NOT retain unauthenticated conversations for more than 24 hours or use precise location; it SHALL retain authenticated conversations for the configured period (90 days by default), mask personal data in technical logs and not use conversations for training without the Purchaser's authorization.	SHALL	AT20, AT26
AIA-10	The user SHALL be able to request human assistance at any time: the assistant SHALL transfer the conversation together with its context (OMN-03) and indicate the in-person and telephone channels, which remain available.	SHALL	AT15, AT26
AIA-11	The Purchaser SHALL have an editorial dashboard for the assistant: unanswered questions, user ratings, correction of answers through correction of the content, management of indexed sources, versions of the instructions and of the index, automatic reindexing upon each publication in the CMS, and automatic execution of the reference questions upon each new version or model change.	SHALL	AT26
AIA-12	The monthly availability of the assistant SHALL be equal to or greater than 99.5%, measured as in 5.2.3, excluding periods of unavailability of the AI Platform.	SHALL	AT21, SLA

1.2.17 Artificial Intelligence Integrated into the Portal, the Back Office and Content Management

In addition to the assistant, artificial intelligence is present throughout the portal — information sheets, forms, Personal Area, appointment scheduling and search — in the agencies' back office and in content management, always using the AI Platform models, with AI-generated output identified and with decision-making and publication reserved for humans.

ID	Requirement	Type	Verification
AIP-01	On each service's information sheet, the System SHALL offer: (a) a plain-language summary, generated by AI and approved by the editor before publication; (b) the "Does this apply to me?" check, which, through a few questions to the user and the engine's eligibility rules (DMN), indicates whether the service applies and what is missing; (c) questions and answers about the information sheet itself, without leaving the page, under the rules of AIA-02.	SHALL	AT28
AIP-02	In forms, the System SHALL offer: (a) contextual help for each field, explaining what is being requested on the basis of the information sheet; (b) automatic verification of uploaded documents and photographs before submission — type, legibility, validity, match between the name and the applicant, and quality requirements defined for each service — with an explanation of the problem and the option to proceed with an annotation for the civil servant; (c) reading of uploaded documents to propose the filling-in of fields, which the user confirms.	SHALL	AT28
AIP-03	In the Personal Area, the System SHALL present a plain-language summary of the pending items and next steps for each request and, with the user's authorization, proactive alerts on the expiry of e-Wallet documents, deadlines and renewals, with a proposal to start the corresponding request; in appointment scheduling, it SHALL suggest the service point and time slot with the shortest expected wait.	SHALL	AT28
AIP-04	The portal search (EXI-07) SHALL combine lexical search with semantic search, using the AI Platform's vector embedding models, so that questions and descriptions of situations find the right services without requiring matching words.	SHALL · C4.2	AT24
AIP-05	In the back office, the System SHALL support civil servants with: a summary of the case and its history; verification of the completeness of the request and documents against the requirements; extraction of data from documents into the case fields; draft notifications and replies to the user; classification and routing of complaints and requests for information. These functions are always suggestions that the civil servant reviews and accepts or rejects; the administrative decision is always made by a human, and the case records the AI suggestions used.	SHALL	AT28
AIP-06	In the CMS, the System SHALL support editors with: plain-language suggestions; assisted translation into the configured languages, with human review; consistency checks across information sheets, legislation, costs and time frames; proposed frequently asked questions and synonyms derived from questions put to the assistant and from searches with no results; and alternative text for images. No AI-generated content SHALL be published without an editor's approval.	SHALL	AT28
AIP-07	The management portal SHALL include an AI-assisted analysis of the questions put to the assistant, of searches and of user ratings — most sought-after topics, recurring questions per service, drop-off points — with suggestions for improving content and services for decision by the Purchaser.	SHALL	AT16, AT28
AIP-08	All AI functions SHALL use the AI Platform models (AIA-06) and SHALL: identify to the user what was generated by AI; be capable of being enabled or disabled by the Purchaser per function and per service; have a set of evaluation cases per function, executed upon each new version or model change; log inputs, outputs and associated human decisions, with the retention periods of AIA-09; and comply with LEG-05.	SHALL	AT20, AT28

1.3 Architecture Requirements

The Bidder proposes the software and hardware architecture, with diagrams and justification, in the Technical Bid, including how the SIMPLIFICA portal is rehosted and connected to the new components. That architecture SHALL meet the following requirements.

ID	Requirement	Type	Verification
ARC-01	The System SHALL be organized in separate logical layers — presentation (rehosted SIMPLIFICA portal, form component and back office), application services (process engine, CMS, search, access management), integration, data and infrastructure — that communicate through documented interfaces.	SHALL	AT18
ARC-02	In Production and in Recovery, each application component, including the rehosted portal, SHALL run on at least two nodes, with no single point of failure.	SHALL	AT02
ARC-03	The presentation components supplied SHALL be stateless: the session SHALL be maintained outside the nodes, so that the loss of a node does not terminate active sessions.	SHALL · C3.3	AT02
ARC-04	The System SHALL be supplied with the Production, Recovery, Staging, Development and Training environments, including the rehosted portal. Production and Recovery SHALL be installed in separate zones of data center DC1 — separate rooms or fire and power zones where the data center provides them — with no shared single point of failure other than the building. Staging, Development and Training may share infrastructure but SHALL be logically isolated and contain only non-production or anonymized data; Staging SHALL have the same topology, versions and configuration as Production, with reduced capacity.	SHALL	AT01, AT18
ARC-05	The System and the rehosted portal SHALL operate fully without dependence on public cloud services hosted outside Angola, including license activation and validation, telemetry, maps, fonts, libraries loaded at runtime, analytics and search engines, without prejudice to the flows authorized under LEG-03.	SHALL	AT20
ARC-06	The System SHALL integrate with the network and perimeter security services of the Digital Public Infrastructure or of the designated data center (perimeter firewall, gateway, denial-of-service protection), which are not part of the supply, and SHALL include its own web application firewall (WAF), dedicated to the System and the portal.	SHALL	AT10
ARC-07	Databases and other storage SHALL support replication between the Production and Recovery zones, encryption at rest and consistent backups without downtime.	SHALL	AT03, AT04
ARC-08	The System SHALL use open standards for data and document formats (UTF-8, JSON, XML, PDF/A, OpenAPI, BPMN 2.0, DMN, OpenID Connect, SAML 2.0) and allow full export of data, content, process models, forms, rules and configurations in documented open formats.	SHALL · C1.1	AT22
ARC-09	Deployment and configuration SHALL be automated and versioned (infrastructure and configuration as code), in a repository under the Purchaser's control, so that any environment, including the rehosted portal, can be rebuilt from that repository.	SHALL · C1.1	AT18, AT22
ARC-10	The System SHALL serve multiple participating agencies in a single instance, with logical isolation of each agency's data and delegated administration.	SHALL · C1.3	AT16
ARC-11	Each Standard Software component SHALL have guaranteed manufacturer support for the version delivered until the end of the Post-Warranty Services Period, or the Supplier SHALL migrate, at no cost, to a supported version before the end of support.	SHALL	AT01

1.4 Administration, Management and Security Functions

1.4.1 Installation, Configuration and Change Management

ID	Requirement	Type	Verification
ADM-01	The System SHALL have a continuous integration and delivery (CI/CD) pipeline for the Custom Software, the configurations and the rehosted portal, with promotion Development → Staging → Production, approval by the Purchaser, and rollback to the previous version.	SHALL	AT18
ADM-02	Updates to the Standard Software and security patches SHALL be capable of being applied without interruption of service to users or, where this is not technically possible, within the maintenance windows of 5.2.	SHALL · C3.3	AT18

1.4.2 Operational Monitoring and Diagnostics

ID	Requirement	Type	Verification
ADM-03	The System SHALL include integrated observability: infrastructure and application metrics, centralized and searchable logs, distributed end-to-end transaction tracing (from the portal to the engine and the integrations), dashboards, and alerts based on configurable thresholds sent by e-mail and SMS.	SHALL	AT18
ADM-04	The System SHALL perform minute-by-minute synthetic monitoring of the critical journeys (home page, search, authentication, Personal Area view, request submission in the engine), from measurement points external to the data centers — at least one on the Purchaser's network and one on the Internet — with a 13-month history and Purchaser access to the raw data; these measurements are the basis for calculating availability (5.2.3).	SHALL · C5.2	AT17, AT18
ADM-05	Technical logs SHALL be kept online for 90 days and archived for 12 months.	SHALL	AT18

1.4.3 User Administration, Auditing and Traceability

ID	Requirement	Type	Verification
AUD-01	The System SHALL log all business and administration operations — authentications, access to personal data, creation and modification of requests, decisions, changes to configuration, permissions and content — with synchronized date and time, user, agency, origin, object and result.	SHALL	AT11
AUD-02	Audit logs SHALL be protected against modification and deletion by any profile, including the System administrators, in separate storage with write-only access.	SHALL · C2.3	AT11
AUD-03	Audit logs SHALL be kept online and archived for the periods set out in P12, with search by user, civil servant, request and period.	SHALL	AT11
AUD-04	The System SHALL send, in near real time, the security events of the System, the WAF and the rehosted portal to the State security operations center (SOC), in a standardized format (syslog with CEF, JSON or equivalent).	SHALL · C2.3	AT11

1.4.4 System and Information Security

ID	Requirement	Type	Verification
SEC-01	The System SHALL comply, at a minimum, with the OWASP Application Security Verification Standard (ASVS) 4.0.3, level 2, in all supplied components exposed to users and in the APIs.	SHALL · C2.1	AT10
SEC-02	All communications, both external and internal between components, SHALL be encrypted with TLS 1.2 or higher, with secure cipher suites, HSTS on public services, and certificates accepted by the Purchaser.	SHALL	AT10
SEC-03	Data at rest — databases, documents, backups — SHALL be encrypted with AES-256 or equivalent, with keys managed in a key management system hosted in Angola, under the exclusive control of the Purchaser and with separation between key administration and systems administration.	SHALL · C2.2	AT20

ID	Requirement	Type	Verification
SEC-04	The WAF SHALL protect the SIMPLIFICA portal, the form component and the public APIs against the OWASP Top 10 categories, with managed rules, virtual patching of vulnerabilities, bot detection, rate limiting per client and per API, learning and blocking modes, and forwarding of logs to the SOC.	SHALL	AT10
SEC-05	Public forms SHALL be protected against abusive automated activity by an accessible mechanism, without relying exclusively on a visual CAPTCHA and without sending data to third parties outside Angola.	SHALL	AT06, AT10
SEC-06	Files uploaded by users SHALL be checked for actual file type, size and malicious code before being made available to civil servants.	SHALL	AT10
SEC-07	Technical passwords, API keys and certificates, including those of the rehosted portal, SHALL be kept in a secrets vault, never in source code or in plain-text configuration files, with periodic rotation.	SHALL	AT10, AT18
SEC-08	Operating systems, containers, databases and application servers SHALL be hardened in accordance with the CIS Benchmarks or substantially equivalent standards, with a compliance report before the Installation of each Subsystem.	SHALL	AT10
SEC-09	The Supplier SHALL perform static analysis (SAST), software composition analysis (SCA) and dynamic analysis (DAST) on the Custom Software, on the configurations and on each version of the portal deployed through the CI/CD pipeline; no version SHALL go into Production with unresolved critical or high vulnerabilities, except under a written waiver from the Purchaser with mitigation in the WAF.	SHALL · C2.1	AT10
SEC-10	Before Operational Acceptance of the System, a penetration test of the System and of the rehosted portal SHALL be carried out by an entity independent of the Supplier (Section III, 5.6), engaged and paid by the Supplier, with a scope approved by the Purchaser; all critical and high vulnerabilities SHALL be corrected or, in the portal code, mitigated in accordance with EXI-06, and re-verified before Acceptance.	SHALL · C2.1	AT10
SEC-11	Administrative access SHALL follow the principle of least privilege and take place only through a privileged access point with multi-factor authentication and session recording.	SHALL	AT10
SEC-12	The Supplier SHALL notify the Purchaser of any security incident affecting the System or the rehosted portal within a maximum of 24 hours after detection, and of critical vulnerabilities in the supplied components within 72 hours after their publication, with a remediation plan.	SHALL	AT18, SLA

1.4.5 Backup and Disaster Recovery

ID	Requirement	Type	Verification
BCK-01	The System SHALL perform automatic, encrypted and verified backups of the System and the rehosted portal — weekly full, daily incremental, and continuous database transaction logs — with retention of 35 days online and of 12 monthly copies.	SHALL	AT04
BCK-02	Backups SHALL exist on at least two separate storage systems located in different zones of DC1, one of them immutable (not alterable or erasable during the retention period). In addition, a copy of the weekly full backup SHALL be kept, encrypted and immutable, outside DC1 at the location designated by the Purchaser in the Site Table (OFF), and the restoration of the System from that copy SHALL be documented and tested (AT03, AT04).	SHALL	AT04
BCK-03	It SHALL be possible to restore an individual request, document or content item without a full restoration of the System.	SHALL	AT04
BCK-04	The Supplier SHALL deliver the disaster recovery plan and the tested procedures for activating the Recovery zone and returning to the Production zone, which restore the service — including the portal — within the RTO and with data loss not exceeding the RPO of DES-06, together with the procedure for restoring the service from the off-site copy (BCK-02) in the event of total loss of DC1.	SHALL · C3.2	AT03

1.5 Performance and Capacity Requirements

1.5.1 Sizing parameters (Table 1.5.1)

The following parameters are the common basis for the sizing and licensing of all Bids and the basis for the performance tests. Year 1 corresponds to the first twelve months after Operational Acceptance.

ID	Parameter	Year 1	Year 3	Year 5	Note
P01	Registered users (citizens and company representatives), including those inherited from SEPE	1 000 000	2 000 000	3 500 000	SEPE had more than 800,000 registered users in 2026. Identities managed by ID.GOV.
P02	Concurrent authenticated sessions (peak)	5 000	15 000	25 000	Portal, Personal Area, engine forms and mobile application.
P03	Unique visitors per day on the portal (peak)	60 000	180 000	300 000	Unauthenticated.
P04	HTTP requests to the portal and public APIs — 60-minute sustained peak	300/s	900/s	1,500/s	Rehosted portal, engine, CMS and search APIs, including static content.
P05	Service requests submitted (all portal services)	average 2,000/day; peak 8,000/day	average 6,000/day; peak 24,000/day	average 10,000/day; peak 40,000/day	Daily peak concentrated in 8 hours.
P06	Concurrently active process instances in the process engine	50 000	250 000	500 000	Including suspended requests awaiting action by the user.
P07	Back-office users (civil servants of participating agencies)	1,000 registered; 250 concurrent	5 000; 1 250	10 000; 2 500	Case processing, decision, management and content editing profiles.
P08	Participating agencies / information sheets in the Catalogue / services processed in the engine	40 / 300 / 20	90 / 700 / 100	150 / 1 000 / 200	As of October 2026: 26 institutions and 55 services on the portal. The services in the engine result from S5 and from the Purchaser's work.
P09	Notifications sent (Personal Area, e-mail, SMS, mobile push notification)	peak 40,000/day	peak 120,000/day	peak 200,000/day	SMS messages are sent through the State messaging gateway.
P10	Documents per request	2 attachments of 1 MB (average) and 1 issued document of 0.3 MB	idem	idem	PDF, JPEG, PNG; maximum 10 MB per file; 2.3 MB per request.
P11	Accumulated usable data volume (databases, documents and indexes), excluding backups and replicas	2.5 TB	12 TB	29 TB	Accumulated requests (P05) × 2.3 MB (P10), plus 15% for databases, indexes and content, plus the data of the rehosted portal. Basis for HW-04.
P12	Retention of audit logs	12 months online; 10 years in archive	idem	idem	
P13	Retention of requests and documents	configurable by service type; 10 years by default	idem	idem	
P14	Concurrent conversations with the Simplifica AI assistant (peak)	100	300	500	Portal and mobile application; generation capacity is provided by the AI Platform, and the System sizes the orchestration and retrieval.

ID	Parameter	Year 1	Year 3	Year 5	Note
P15	Messages addressed to the assistant per day	20 000	60 000	100 000	Includes request status queries by authenticated users.
P16	Documents and cards stored in the e-Wallet	1 000 000	5 000 000	10 000 000	Includes existing documents migrated.
P17	In-person service appointments per day (peak)	2 000	6 000	10 000	All participating service points.

1.5.2 Performance, capacity and continuity requirements

ID	Requirement	Type	Verification
DES-01	The configuration delivered SHALL support, at Operational Acceptance, the year 3 parameters of Table 1.5.1 with a capacity margin of 30% in processing, memory, storage and throughput; and the architecture SHALL reach the year 5 parameters by adding capacity, without redesign, at the unit prices of Schedule 3.7.	SHALL · C3.1, C3.3	AT17
DES-02	Under the reference load profile (4.3.3) at the year 3 peak, the response times measured at the server SHALL meet, at the 95th percentile: (a) calls to the engine and CMS APIs ≤ 500 ms; (b) loading of a form in the BPM-06 component ≤ 1.5 s; (c) search (EXI-07) ≤ 1 s; (d) submission of a request with two 1 MB attachments ≤ 3 s; (e) opening of a task in the back office ≤ 2 s. Portal pages are governed by EXI-05.	SHALL · C3.1	AT17
DES-03	The error rate (HTTP 5xx responses and failed transactions) SHALL be lower than 0.1% during the load test.	SHALL	AT17
DES-04	The System SHALL maintain the values of DES-02 and EXI-05, with a tolerance of +25%, after the loss of one node in each layer.	SHALL	AT02, AT17
DES-05	The monthly availability of user services (portal, search, request submission in the engine, Personal Area, verification of e-Wallet documents, appointment scheduling), measured in accordance with 5.2, SHALL be equal to or greater than 99.9%, excluding approved maintenance windows.	SHALL	AT21, SLA
DES-06	In the event of total loss of the Production zone, the service SHALL be restored in the Recovery zone with RTO ≤ 4 hours and RPO ≤ 15 minutes. The total loss of data center DC1 is addressed by restoration from the off-site copy (BCK-02, BCK-04), without a rated RTO.	SHALL · C3.2	AT03
DES-07	The form component and the pages supplied under the Contract SHALL have an initial transferred payload ≤ 1 MB and be usable on a reference mobile connection of 1.6 Mbit/s with 300 ms latency, with time to interactive ≤ 5 s.	SHALL · C4.1	AT06

C. SERVICE SPECIFICATIONS – SUPPLY AND INSTALLATION COST ITEMS

2.1 System Analysis and Design

ID	Requirement	Type	Verification
ANL-01	The Supplier SHALL carry out the detailed requirements gathering and deliver, for approval by the Project Manager, the System Design Document (DCS): detailed requirements traceable to the IDs of this Section, software, hardware and network architecture, data model, integration design, security design, data protection impact assessment, capacity plan, portal rehosting plan and the design decisions reserved to the Purchaser: (i) the portal–engine integration mode — embeddable component, APIs or a combination — per journey type; (ii) the services of SRV-02; (iii) the portal's notification, payment and signature services to be reused; (iv) the approach for each existing function — evolution or	SHALL	AT19

ID	Requirement	Type	Verification
	replacement (EVO-01). Where a decision under (i) or (iv) differs from the approach proposed in the Bid, it shall be treated as a Change (GCC 39).		
ANL-02	The DCS SHALL include the user experience design of the forms and the back office, with navigable prototypes tested before development with at least 15 real users of diverse profiles, including persons with disabilities and users with low digital literacy.	SHALL	AT06
ANL-03	The Supplier SHALL coordinate the design, through the Project Manager, with the IMA development team, which is responsible for the SIMPLIFICA portal, with the entities responsible for ID.GOV, the Digital Identity Platform, the Interoperability Platform, the Digital Public Infrastructure and the AI Platform, and with the services implementation consultant, recording decisions and dependencies in minutes.	SHALL	AT19

2.2 Software Customization and Development

ID	Requirement	Type	Verification
DEV-01	Development and configuration SHALL follow an iterative methodology, with increments of no more than four weeks, a demonstration to the Purchaser at the end of each increment, and a shared backlog.	SHALL	AT19
DEV-02	Custom source code, changes to the portal (EXI-11), scripts, configurations, process models, forms, rules, document templates and infrastructure definitions SHALL be in the Purchaser's repository from the first increment onward, with complete history.	SHALL	AT19, AT22
DEV-03	The Custom Software SHALL have automated unit and integration tests with line coverage ≥ 70% and end-to-end tests of the critical journeys, executed in the CI/CD pipeline.	SHALL	AT18
DEV-04	The Supplier SHALL favor configuration over development; extensions to the Standard Software SHALL use the extension mechanisms supported by the manufacturer, without modifying the product code, preserving upgradability.	SHALL	AT18

2.3 Integration of the System with Other Systems

ID	Requirement	Type	Verification
SIN-01	The Supplier SHALL integrate the System with: (a) ID.GOV (IAM-01) and, when available, the Digital Identity Platform; (b) the SIMPLIFICA portal — Personal Area, e-Wallet, appointment scheduling and notifications (ARE-01 to ARE-05, EXI-11, 1.2.10 to 1.2.14); (c) the Interoperability Platform and the data services of the services of SRV-02; (d) the payment mechanism (BPM-16); (e) the signature and seal services (INT-05); (f) the SMS gateway and the e-mail service (INT-08); (g) the AI Platform, for the assistant's models (AIA-06) and content consumption (OMN-02); (h) the State SOC (AUD-04); (i) the Simplifica Mobile application (BPM-07, 1.2.15); (j) the ICP-AO trust services (ASS-01 to ASS-03); (k) the queue management systems of the service points (AGD-02).	SHALL	AT14
SIN-02	If an external platform is not available on the date foreseen in the Schedule for reasons not attributable to the Supplier, the Supplier SHALL deliver and test the integration against the agreed simulator (INT-07) and complete it, at no additional cost, within 8 weeks after the platform is made available, even if this falls within the Warranty Period; Operational Acceptance shall not be dependent on such completion.	SHALL	AT14

2.4 Training, Training Materials and Knowledge Transfer

ID	Requirement	Type	Verification
TRN-01	The Supplier SHALL provide training in Portuguese, in accordance with Table 2.4.2, to participants designated by the Purchaser.	SHALL · C6.1	AT19
TRN-02	Training SHALL be delivered in person in Luanda, at the premises designated by the Purchaser, with a dedicated Training environment and fictitious data; up to 30% of the hours for groups (c) and (d) may be delivered remotely.	SHALL	AT19
TRN-03	Training materials SHALL be delivered in Portuguese, in editable format, with the right of reproduction and adaptation by the Purchaser, including exercises and assessments.	SHALL	AT19
TRN-04	Each training session SHALL end with an assessment of the participants; for groups (a), (b) and (g), the Supplier SHALL ensure a pass rate ≥ 80%, repeating the training at no cost when this is not achieved.	SHALL	AT19
TRN-05	Before Operational Acceptance of the System, the Purchaser's technical team SHALL perform the tasks in Table 2.4.3 without intervention by the Supplier, under observation.	SHALL	AT19

Table 2.4.2 Minimum training

Group	Target audience	Participants	Hours per participant	Minimum content
(a)	Purchaser's technical administrators	8	80	Infrastructure, containers, databases, CI/CD, operation of the rehosted portal, observability, backup and recovery, security and key management
(b)	Functional configurators of the Purchaser and of the services implementation consultant	15	60	Process engine (BPMN), decision rules (DMN), form builder, connectors, document templates, onboarding of agencies
(c)	Content managers and editors of the agencies	60	12	CMS, editorial workflow, Catalogue information sheets, search synonyms, the assistant's editorial dashboard, AI support for editing, content accessibility
(d)	Back-office civil servants for the services of SRV-02 and service desk staff (for the services of SRV-03, training is included in the unit price)	100	6	Task inbox, case processing, decision, issuance of documents, assisted service, use of AI suggestions in the back office
(e)	Internal trainers (training of trainers)	10	24	Content of (c) and (d) and teaching techniques
(f)	Senior management of the Purchaser and of the agencies	10	4	Indicators, analytics, dashboards, onboarding management and service levels
(g)	Programmers of the IMA development team, which maintains the portal	12	60	Form component, engine and CMS APIs, SDK, events; code of the evolved or new functions (Personal Area, e-Wallet, appointment scheduling, signature); mobile application; assistant platform; CI/CD pipeline and regression

Table 2.4.3 Autonomy tasks performed by the Purchaser's team (TRN-05)

No.	Task
1	Publish a new service in the engine — information sheet in the CMS, BPMN process, form, DMN table and document template — promote it to Production and make it available on the portal.
2	Change a fee calculation DMN table and a document template of a digitized service, without service downtime.
3	Onboard a test agency and delegate its administration.
4	Deploy a version of the SIMPLIFICA portal through CI/CD, with the regression suite, and roll it back.
5	Restore an individual document from backup.

No.	Task
6	Add a compute node and verify load rebalancing.
7	Renew a TLS certificate and rotate a secret in the vault.
8	Execute in Staging the procedure for activating the Recovery zone.
9	Add search synonyms based on the log of searches with no results and verify the effect.
10	Correct a wrong answer from the assistant by correcting the content, reindex and confirm with the reference questions.
11	Change a Personal Area function in the code, pass the regression tests and publish a version of the mobile application to the stores through the CI/CD pipeline.
12	Integrate a new issuing agency and a new document type into the e-Wallet and a new service point into appointment scheduling.

2.5 Data Conversion and Migration

ID	Requirement	Type	Verification
MIG-01	The Supplier SHALL migrate to the CMS and the Catalogue the content, the service information sheets (55 as of October 2026), the service desks, the legislation and the simplification measures published on the SIMPLIFICA portal, preserving addresses and metadata, with a reconciliation report (counts, samples and errors).	SHALL	AT05, AT07
MIG-02	The Supplier SHALL transfer to the System the data of the rehosted portal — accounts, requests, documents and files — with counts and checksums before and after, without altering the association between users, requests and documents.	SHALL	AT23
MIG-03	Each migration and the rehosting SHALL be rehearsed at least twice in Staging before execution in Production, with a rollback plan.	SHALL	AT05, AT23

2.6 Documentation and Deliverables

ID	Requirement	Type	Verification
DOC-01	The Supplier SHALL deliver, updated as at Operational Acceptance: (a) an integration guide for the form component and the APIs for the portal and mobile application programmers; (b) a back-office civil servant manual; (c) a configurator manual (CMS, Catalogue, search, forms, process engine, rules); (d) an administration and operations manual, including the rehosted portal; (e) a security manual; (f) the disaster recovery plan and operating procedures; (g) the final as-built DCS; (h) API documentation; (i) a configuration inventory (hardware, software, licenses, versions, serial numbers, support contracts); (j) the technical assessment report of the portal (EXI-06); (k) a manual for the assistant's editorial dashboard and a mobile application publication guide.	SHALL	AT19
DOC-02	Documentation SHALL be delivered in editable format and in PDF, under version control, and published in a documentation repository of the Purchaser.	SHALL	AT19
DOC-03	All documentation produced under the Contract SHALL be in Portuguese; the manufacturer's documentation for the Standard Software may be in English.	SHALL	AT19

Table 2.6.2 Deliverables, timing and evidence of acceptance

Deliverable	Timing	Evidence of acceptance
Project Plan (GCC 19; chapters per SCC 19.1)	Submission in week 4; acceptance in week 6	Written acceptance by the Project Manager
Preliminary infrastructure design — bill of materials and capacity plan	With the Project Plan (week 6)	Approval as a Controlling Technical Document; releases the hardware order

Deliverable	Timing	Evidence of acceptance
Technical assessment of the SIMPLIFICA portal, performance baseline (EXI-06) and baseline of existing functions (EVO-05)	Week 8	Written acceptance by the Project Manager
System Design Document (ANL-01, ANL-02), with the initial version of the rehosting plan and the decisions reserved to the Purchaser	Submission in week 10; approval in week 12	Approval as a Controlling Technical Document (SCC 21.3.1)
Final version of the rehosting plan, after the two rehearsals in Staging (MIG-03)	Week 26	Approval as a Controlling Technical Document; condition for the portal cutover
Acceptance Test Plan with ID ↔ test traceability matrix	Week 14	Approval as a Controlling Technical Document
Hardening and security analysis reports per Subsystem	Before the Installation of each Subsystem	Zero critical or high non-conformities
Installation Certificates S1 to S6 (for S5, per service, before the respective AT13)	Implementation Schedule	Pre-commissioning tests (4.2) completed
Portal rehosting and regression report	Before Acceptance of S1	AT23
Content and information sheet migration report	Before Acceptance of S3	AT05, AT07
Package for each digitized service (SRV-04)	With the acceptance of each service	AT13
Report on the evolution or replacement of each existing function, with migration and the indicators of Table 1.2.10	Before Acceptance of S6	AT25 to AT28
Independent penetration test and re-verification reports — phase A and phase B	Phase A: before AT23; phase B: before AT13	AT10
Documentation under DOC-01 and training materials	Before Acceptance of the System	AT19
Tested exit package	Before Acceptance of the System	AT22
Operational Acceptance Certificate for the System as an integrated whole	Week 46	AT01 to AT28 completed
Monthly service level reports	Monthly from Operational Acceptance	Approval by the Project Manager

2.7 Supplier's Technical Team

ID	Requirement	Type	Verification
EQP-01	The Supplier SHALL retain the Key Personnel proposed in the Bid (Section III, 5.5) throughout the Supply and Installation activities; any replacement requires the prior approval of the Purchaser and a person with equal or higher qualifications.	SHALL	AT19
EQP-02	The Supplier's Project Director and the Solutions Architect SHALL be present in Luanda for at least 60% of the period up to Operational Acceptance; the other members of the Key Personnel SHALL be present for the design, rehosting, installation and testing activities in which they are involved.	SHALL	AT19

D. TECHNOLOGY SPECIFICATIONS – SUPPLY AND INSTALLATION COST ITEMS

3.0 General Technical Requirements

ID	Requirement	Type	Verification
GER-01	All software SHALL use UTF-8 (ISO/IEC 10646), with sorting and searching according to Portuguese language rules and support for the characters of the Angolan national languages.	SHALL	AT05
GER-02	Active equipment SHALL operate at 220–240 V and 50 Hz, with redundant hot-swappable power supplies and connection to the rack power distribution units through IEC C13/C14 or C19/C20 connectors.	SHALL	AT01
GER-03	Equipment SHALL operate between 10 °C and 35 °C and between 20% and 80% non-condensing relative humidity (ASHRAE class A2 or higher).	SHALL	AT01
GER-04	Equipment SHALL be certified to IEC 62368-1 and comply with CE or FCC Class A electromagnetic compatibility standards, or substantially equivalent standards.	SHALL	AT01
GER-05	Power supplies SHALL have 80 PLUS Platinum certification or higher, and the equipment SHALL comply with the RoHS directive or a substantially equivalent standard.	SHALL	AT01
GER-06	All equipment SHALL be new, of current production, with no end-of-sale date announced as of the date of the Bid, and with manufacturer support available for at least seven years from delivery.	SHALL	AT01

3.1 Data Center Computing, Storage and Network Hardware

ID	Requirement	Type	Verification
HW-01	The Supplier SHALL supply the computing, storage, backup and network hardware required for all ARC-04 environments, in the Production and Recovery zones of DC1, including the rehosted portal, sized by the Bidder to meet subsection 1.5 and described in the Inventory Tables with make, model and quantities.	SHALL	AT01
HW-02	Servers SHALL be of x86-64 architecture, for 19" racks, with current-generation processors, error-correcting code (ECC) memory, mirrored boot disks, an out-of-band management controller with a Redfish interface and at least two 25 GbE interfaces.	SHALL	AT01
HW-03	The container orchestration platform — and, if proposed, the virtualization platform — SHALL offer high availability, migration of workloads between nodes without downtime and centralized management; the capacity of the Production zone and of the Recovery zone SHALL each tolerate the failure of one physical server (N+1) without breaching DES-04.	SHALL	AT02
HW-04	Primary storage SHALL have redundant controllers, data protection (RAID or erasure coding), snapshots, replication between the Production and Recovery zones and encryption, with usable capacity — after protection and without counting compression or deduplication — equal to the value of P11 in year 3 plus 30%, in each zone.	SHALL	AT01, AT03
HW-05	The backup solution SHALL use dedicated storage, separate from primary storage, with capacity for BCK-01 and BCK-02 and immutability functionality.	SHALL	AT04
HW-06	The data center network SHALL have redundant switches with no single point of failure, 25 GbE ports for servers and 40 or 100 GbE ports for interconnection, VLAN/VXLAN, link aggregation between switches and centralized management, with 20% spare ports.	SHALL	AT01, AT02

ID	Requirement	Type	Verification
HW-07	Load balancers, physical or virtual, SHALL operate in high availability in each zone, with TLS termination, health checks and failover between the Production and Recovery zones for disaster recovery.	SHALL	AT02, AT03
HW-08	The WAF (SEC-04) may be an appliance, a virtual machine or a software component; it SHALL operate in high availability in each zone, with inspected throughput equal to or greater than the higher of 130% of the year-3 peak rates (4.3.3 (b)) and the highest throughput offered under C3.1.	SHALL	AT10, AT17
HW-09	All hardware SHALL be manageable by the System monitoring (ADM-03) through SNMPv3, Redfish or an equivalent API.	SHALL	AT18
HW-10	The Supplier SHALL supply the mounting accessories, the internal rack cabling and the labeling; rack space, power, cooling and physical security are provided by the Purchaser (Part D, 0.6).	SHALL	AT01
HW-11	The delivered configuration, including the ARC-04 environments, SHALL fit in two 42U racks per zone (Production and Recovery), with power consumption of up to 8 kW per rack; expansion up to year 5 with the declared quantities of E1 and E2 SHALL fit in one additional rack per zone.	SHALL	AT01

3.2 Network and Communications

ID	Requirement	Type	Verification
RED-01	The System SHALL connect to the data center network and to the Digital Public Infrastructure at the delivery points indicated by the Purchaser; the telecommunication circuits to the data center and Internet access are provided by the Purchaser.	SHALL	AT01
RED-02	Services exposed to the public SHALL support IPv4 and IPv6.	SHALL	AT18
RED-03	Replication between the Production and Recovery zones SHALL meet the RPO over the data center network supplied under HW-06; the Bidder SHALL state the minimum bandwidth required by the solution.	SHALL	AT03
RED-04	The System network SHALL be segmented (presentation, application, data, management, backup), with flows between segments limited to the minimum necessary.	SHALL	AT10

3.3 Auxiliary Hardware

Not applicable. Uninterruptible power, cooling, racks, physical access control and fire detection are provided by the data centers designated by the Purchaser (Part D, 0.6), without prejudice to HW-10.

3.4 Standard Software and Licensing

ID	Requirement	Type	Verification
SWP-01	The Bidder SHALL propose and the Supplier SHALL supply all the necessary Standard Software (operating systems, container orchestration and, if proposed, virtualization, databases, process and decision engine, form builder, CMS, search engine, e-Wallet, appointment scheduling and signature components, assistant platform (orchestration, retrieval and indexes, without language models), access management, WAF, observability, web analytics and real user monitoring, backup, CI/CD, secrets vault, key management, security analysis tools), classified in the Software List in Section IV and in the Inventory Tables.	SHALL	AT01
SWP-02	The licenses SHALL fully cover the year 5 parameters of Table 1.5.1 in all the environments of ARC-04, including the nodes and capacity of E1 and E2 declared for year 5, such that E3 is not required until year 5; the number of users	SHALL	AT01

ID	Requirement	Type	Verification
	(citizens and businesses) SHALL be unlimited. The Bidder SHALL declare the metric of each license and demonstrate the coverage in the sizing justification.		
SWP-03	Standard Software licenses SHALL be perpetual or, if the manufacturer's model is subscription-based, quoted per year as a Recurrent Cost Item for the five years, with the subscriptions required between Installation and Operational Acceptance included in the items of Table C.1; the right of use SHALL extend to all participating agencies and to the operating entity designated by the Purchaser.	SHALL	AT01
SWP-04	No Standard Software SHALL require a connection to servers outside Angola for activation, license validation or operation.	SHALL	AT20
SWP-05	Open-source components SHALL be stable versions with active community or commercial support, identified with their respective license; the Supplier SHALL deliver the software bill of materials (SBOM, in SPDX or CycloneDX) for the System and the rehosted portal.	SHALL · C2.1	AT01
SWP-06	The Supplier SHALL supply the modeling, configuration and development tools required for the maintenance of the System by the Purchaser, for up to 30 technical users, without additional licenses.	SHALL	AT19

3.5 Consumables

Not applicable.

3.6 Other Goods

Not applicable.

E. TESTING AND QUALITY ASSURANCE REQUIREMENTS

4.1 Inspections

4.1.1 Factory inspections: not required.
4.1.2 Post-delivery inspection: the Purchaser will verify, in the presence of the Supplier, the quantities, models and serial numbers of the goods delivered to DC1 against the Inventory Tables and the Agreed Project Plan, their physical condition and the manufacturer's origin and warranty documentation.

4.2 Pre-commissioning Tests

In addition to the Supplier's standard check-out and set-up tests, the Supplier, with the assistance of the Purchaser, SHALL perform the following tests prior to the issuance of each Installation Certificate (GCC 26).

Subsystem	Tests	Success criterion
S1	Start-up and verification of all components; power, network, controller and node redundancy; container orchestration; replication between the Production and Recovery zones; backup policies, including the off-site copy; hardening report; SIMPLIFICA portal in Staging with the regression suite (EXI-03).	All tests compliant; zero critical or high non-conformities; portal regression without failures in Staging.
S2	Installation of the engine, the form builder and the back office in all environments; form component or APIs integrated into the portal in Staging; integrations against the real platforms or simulators.	One test process executed end-to-end from the portal in Staging.

Subsystem	Tests	Success criterion
S3	Installation of the CMS, the Catalogue and search in all environments; first migration rehearsal in Staging; portal consuming the CMS in Staging.	Components operational; migration rehearsed without unexplained losses.
S4	WAF in learning mode in front of the portal in Staging; acceptance of ID.GOV tokens; single sign-on and MFA on the consoles; key management and secrets vault; forwarding of events to the SOC; observability and analytics.	Authentication and authorization functional; keys under the Purchaser's control; events received by the SOC; dashboards active.
S5	For each service: configuration in Staging, automated tests and testing with the agency's subject-matter experts.	Service executed end-to-end in Staging, without P1 or P2 defects.
S6	Evolved or replaced functions in Staging; migration rehearsed; application in test distribution; assistant with the content index and test questions.	Scenarios of 1.2.11 to 1.2.16 executed without P1 or P2 defects.
System	End-to-end tests in Staging; preliminary load test; DAST.	No open P1 or P2 defects.

4.3 Operational Acceptance Tests

4.3.1 General rules

(a) Pursuant to GCC 27 and the related SCC, the Purchaser carries out the Operational Acceptance Tests with the full cooperation of the Supplier. The Supplier SHALL prepare the Acceptance Test Plan — cases, data, scripts, criteria and a traceability matrix to all IDs — for approval by the Project Manager by week 14.
(b) There is partial Operational Acceptance of each Subsystem (SCC for GCC 27.2.1); that of S5 covers the services of SRV-02. Operational Acceptance of the System as an integrated whole requires the successful completion of all tests AT01 to AT28, including the stabilization period of AT21. Services ordered subsequently, under SRV-03, are accepted one by one through test AT13.
(c) The features offered by the Bidder and rated in Section III are verified in the same tests, with the value offered as the success criterion.
(d) Each requirement with an ATnn verification in subsection B, C or D is covered by the test indicated; the "Coverage" column of Table 4.3.2 lists the IDs verified by each test.
(e) AT10 and AT17 are carried out in two phases: phase A, on S1, S4 and the rehosted portal, before the portal cutover in Production (AT23); phase B, on the complete System, after the Installation of S2 and S3 and before AT13. No production use prior to Operational Acceptance of the System as an integrated whole — including operation of the rehosted portal after AT23 — shall constitute Operational Acceptance (SCC for GCC 27.3.1).
(f) The partial Operational Acceptance of each Subsystem depends on the following tests; the remaining tests, and the complete repetition of the partial tests where the Test Plan so provides, count toward Operational Acceptance of the System as an integrated whole.

Acceptance	Week	Tests
S1	30	AT01 (S1), AT02 and AT04 (infrastructure and portal), AT10 phase A, AT17 phase A, AT23
S3	34	AT05, AT07, AT24
S2	36	AT08, AT12, AT14, AT15
S4	36	AT01 (S4), AT09, AT11, AT16
S6	40	AT25, AT26 and AT28 (or, in the absence of the AI Platform, pursuant to SIN-02), AT27
S5	41	AT13 for each SRV-02 service

Acceptance	Week	Tests
System	46	AT01 to AT04 in full, AT06, AT10 phase B, AT17 phase B, AT18 to AT22

Table 4.3.2 Operational Acceptance Tests

Test	Name	Subsystem	Environment	Conditions and success criterion	Coverage (IDs)
AT01	Inspection, inventory and licensing	S1 to S4 (S5 has no goods)	Production and Recovery	Physical and logical inventory matches the Inventory Tables, the Agreed Project Plan and the Software List; certificates, serial numbers, manufacturer support contracts and licenses (metric and quantities) verified; hardening reports and SBOM delivered. Criterion: zero unjustified discrepancies.	ARC-04, ARC-11, GER-02, GER-03, GER-04, GER-05, GER-06, HW-01, HW-02, HW-04, HW-06, HW-10, HW-11, RED-01, SWP-01, SWP-02, SWP-03, SWP-05
AT02	High availability and fault tolerance	S1 and System	Production	With the reference load profile at 50% of the year-3 peak, successively shut down one node per tier (including those of the portal, pursuant to EXI-06), one storage controller, one switch and one load balancer. Criterion: no active session lost, no request lost, times within DES-04.	ARC-02, ARC-03, DES-04, HW-03, HW-06, HW-07
AT03	Disaster recovery	System	Production → Recovery	Simulation of total loss of the Production zone with active synthetic load; activation of the Recovery zone according to the plan, including the portal; return to the Production zone; and restoration, in Staging, of a database and of the document store from the off-site copy (BCK-02). Criterion: RTO and RPO of DES-06 or the more demanding values offered and rated (C3.2); integrity verified by counts and checksums.	ARC-07, BCK-04, DES-06, HW-04, HW-07, RED-03
AT04	Backup and restore	S1	Production	Verification of the policies and of immutability; restore of an individual request, an individual document and an individual content item; full restore of a database in Staging. Criterion: complete restores with integrity preserved, within the timeframes set in the plan.	ARC-07, BCK-01, BCK-02, BCK-03, HW-05
AT05	Headless content management and migration	S3	Staging and Production	Scenarios of 1.2.3 (editorial workflow, content types, multilingual, preview in the portal, API, assets) and verification of the MIG-01 migration by sampling and reconciliation report. Criterion: all scenarios compliant; migration with zero unexplained losses.	CMS-01, CMS-02, CMS-03, CMS-04, CMS-05, CMS-06, MIG-01, MIG-03, GER-01
AT06	Accessibility and usability	S2, S3	Staging	WCAG audit by automated tool and manual review of the form component, of all forms of the SRV-02 services and of 10 back-office screens, with screen reader and keyboard navigation; usability test with 10 users; measurement of DES-07. Criterion: zero level A or AA nonconformities under WCAG 2.1 or, if offered under C4.1 (a), under WCAG 2.2; task completion rate ≥ 80%.	LEG-05, CMS-05, MOB-05, SEC-05, DES-07, ANL-02
AT07	National Catalogue of Public Services	S3	Staging and Production	Scenarios of 1.2.4: creation, review and publication of service information sheets by agency, mandatory fields, access mode, filters, API and open data, migration of the current information sheets. Criterion: all scenarios compliant.	CAT-01, CAT-02, CAT-03, CAT-04, CAT-05, MIG-01
AT08	Integration with the portal, the Personal Area and the e-Wallet	S2	Staging	With the integration mode decided in the DCS: form presented in the portal by the BPM-06 component or through the BPM-07 APIs; request visible in "My Requests"; document delivered to the e-Wallet; messages and requests for additional information; representation; EXI-03 regression with no failures. Criterion: all scenarios compliant.	EXI-11, BPM-06, BPM-07, ARE-01, ARE-02, ARE-03, ARE-04
AT09	Access management and federation	S4	Staging and Production	Acceptance of ID.GOV tokens and token exchange, step-up by level, back office and consoles with single sign-on and MFA,	ARE-04, IAM-01, IAM-02, IAM-03, IAM-04, IAM-05, IAM-06, IAM-

Test	Name	Subsystem	Environment	Conditions and success criterion	Coverage (IDs)
				RBAC/ABAC, segregation of duties, revocation in ≤ 15 min, single logout. Criterion: all scenarios compliant.	07, IAM-08, IAM-09, IAM-10
AT10	Application security and penetration testing	S1, S4 and System	Production, in two phases	Phase A, before the portal cutover (AT23): S1, S4 and rehosted portal. Phase B, after Installation of S2 and S3 and before AT13: complete System. In each phase: Supplier's ASVS report; SAST/SCA/DAST results; independent penetration test of the System and the portal (SEC-10) and retest; test of the WAF and of the EXI-06 virtual patches; verification of encryption, secrets, hardening, segmentation and privileged access. Criterion: in each phase, zero open and unmitigated critical or high vulnerabilities.	EXI-06, IAM-06, IAM-10, MOB-04, AIA-08, ARC-06, SEC-01, SEC-02, SEC-04, SEC-05, SEC-06, SEC-07, SEC-08, SEC-09, SEC-10, SEC-11, HW-08, RED-04
AT11	Audit and traceability	S2, S4	Staging	Generation of operations of all AUD-01 types; attempted modification and deletion of records by an administrator; search; forwarding to the SOC; consultation by the user (ARE-03). Criterion: records complete, unalterable and delivered to the SOC.	LEG-02, LEG-07, CAT-02, ARE-03, AIA-05, AUD-01, AUD-02, AUD-03, AUD-04
AT12	Process and decision engine	S2	Staging	Modeling and execution of a BPMN 2.0 process and of DMN tables provided by the Purchaser, concurrent versions, queues, deadlines and suspensions, forms, documents, monitoring, promotion to Production by the Purchaser's team. Criterion: all scenarios compliant.	LEG-06, BPM-01, BPM-02, BPM-03, BPM-04, BPM-05, BPM-06, BPM-09, BPM-10, BPM-11, BPM-14, BPM-15
AT13	End-to-end digitized services	S5	Production (controlled pilot)	For each SRV-02 service and, subsequently, for each service ordered pursuant to SRV-03: online and assisted submission, processing, payment, decision, document issuance and notification, with real users and civil servants of the agency; for the migrated service, coexistence and rollback (BPM-08). Criterion: 20 requests per service completed without severity P1 or P2 defects; if there are not 20 real requests within 30 days of production, those received are supplemented with test requests executed by civil servants of the agency until a total of 20 is reached.	LEG-01, BPM-04, BPM-08, BPM-11, BPM-12, BPM-13, CAT-04, SRV-01, SRV-02, SRV-03, SRV-04
AT14	Integrations	S2 and System	Staging and Production	Test of each SIN-01 integration against the actual platform or, pursuant to SIN-02, against the agreed simulator; simulated failures, retry and correlation; published APIs and sandbox. Criterion: all scenarios compliant.	LEG-04, BPM-07, BPM-12, BPM-16, BPM-17, ARE-02, ARE-05, IAM-07, INT-01, INT-02, INT-03, INT-04, INT-05, INT-06, INT-07, INT-08, INT-09, SIN-01, SIN-02
AT15	Omnichannel service	S2	Staging	Assisted service at the counter, APIs for the conversational assistant, complaints management, consistency of status across channels. Criterion: all scenarios compliant.	OMN-01, OMN-02, OMN-03, OMN-04, AIA-10
AT16	Management, indicators and analytics	S2, S4	Staging and Production	End-to-end onboarding of a test agency, delegated administration and data isolation between agencies, dashboards, web analytics (EXI-09), automatic monthly report, versioned parameters. Criterion: all scenarios compliant.	EXI-09, BPM-14, CAT-03, CAT-06, IAM-09, GST-01, GST-02, GST-03, GST-04, GST-05, AGD-04, AIP-07, ARC-10
AT17	Performance and capacity (common reference)	S1, S4 and System	Production, in two phases	Reference load profile of 4.3.3, with year-3 volumes preloaded. Phase A, before the portal cutover (AT23): rehosted portal, WAF and infrastructure (EXI-05, HW-08). Phase B, after Installation of S2 and S3 and before AT13: complete System (DES-01 to DES-04). In both phases, the synthetic data are deleted from Production, with verification, at the end of the test. Criterion: DES-01 to DES-04 and EXI-05 met, or the more stringent values offered and	EXI-05, INT-06, GST-03, ADM-04, DES-01, DES-02, DES-03, DES-04, HW-08

Test	Name	Subsystem	Environment	Conditions and success criterion	Coverage (IDs)
				scored (C3.1, C3.3); WAF throughput in accordance with HW-08.	
AT18	Operations, observability and change management	System	All environments	Deployment of a release of the Custom Software and a release of the portal through CI/CD with regression, approval and rollback; rebuild of an environment from the repository; update of a component without downtime; alerts, dashboards, end-to-end tracing, browser monitoring (EXI-10); incident notification procedures. Criterion: all scenarios compliant.	EXI-03, EXI-10, BPM-15, EVO-02, ARC-01, ARC-04, ARC-09, ADM-01, ADM-02, ADM-03, ADM-04, ADM-05, SEC-07, SEC-12, DEV-03, DEV-04, HW-09, RED-02
AT19	Documentation, training and knowledge transfer	System	—	Documentary verification of the deliverables in Table 2.6.2, of the DCS, of the technical assessment of the portal and of the coordination minutes; results of the training assessments; performance, by the Purchaser's team, of the tasks in Table 2.4.3. Criterion: deliverables approved and tasks performed without intervention by the Supplier.	EXI-06, SRV-04, EVO-01, EVO-04, ANL-01, ANL-03, DEV-01, DEV-02, TRN-01, TRN-02, TRN-03, TRN-04, TRN-05, DOC-01, DOC-02, DOC-03, EQP-01, EQP-02, SWP-06
AT20	Data protection and sovereignty	System	Production	Verification of the location of all data and keys; observation of outbound traffic from the System and the portal for 72 hours with no calls to services outside Angola; key management under the Purchaser's control; data subject rights; secure deletion. Criterion: zero flows other than those authorized under LEG-03.	LEG-02, LEG-03, LEG-06, EXI-04, AIA-06, AIA-09, AIP-08, ARC-05, SEC-03, SWP-04
AT21	Stabilization in production	System	Production	Thirty (30) consecutive days of operation with live service, starting after the partial Operational Acceptance of Subsystem S2 (week 36), with the rehosted portal in production since AT23; the availability of the assistant (AIA-12) is counted from the Operational Acceptance of S6. Criterion: availability ≥ 99.9%, no P1 incident attributable to the Supplier and at most three P2 incidents; a P1 incident restarts the count.	AIA-12, DES-05
AT22	Reversibility and exit package	System	Staging	Full export of content, catalogue, requests, documents, process models, forms, rules and configurations in open formats; rebuild of an environment from the repository and the package. Criterion: complete export, readable without the Supplier's tools.	ARC-08, ARC-09, DEV-02, SUP-07
AT23	Portal rehosting and regression	S1	Staging and Production	Two complete rehosting rehearsals in Staging; cutover in Production within the approved window, with measurement of the outage; EXI-03 regression suite before and after; MIG-02 counts and checksums; verification of EXI-04, EXI-05 and EXI-11. Criterion: outage within EXI-02 or within the value offered and scored (C5.1); regression with no failures; zero data loss.	EXI-01, EXI-02, EXI-03, EXI-04, EXI-05, EXI-11, MIG-02, MIG-03
AT24	Natural-language search	S3	Staging and Production	Execution of the Purchaser's 100 reference queries, provided to the Supplier only at the start of the test; synonym management by an editor; logging of searches with no results; DES-02 (c) times. Criterion: EXI-08 met, or the value offered and scored (C4.2).	EXI-07, EXI-08, AIP-04
AT25	Evolution of existing functions	S6	Staging and Production	For each function in 1.2.11 to 1.2.14 and for the Personal Area in the app: requirement scenarios, data migration with counts and checksums (replacement), EXI-03 regression, measurement of the Table 1.2.10 indicators with 10 users per function, compared against the EVO-05 baseline. Criterion: all scenarios compliant; zero data loss; minimum values in Table 1.2.10.	EVO-01, EVO-02, EVO-03, EVO-05, APE-01, APE-02, APE-03, APE-04, CAR-01, CAR-02, CAR-03, CAR-04, AGD-01, AGD-02, AGD-03, AGD-04, ASS-01, ASS-02, ASS-03
AT26	Simplifica AI Assistant	S6	Staging and Production	With the AI Platform model: execution of the Purchaser's 200 reference questions, provided	AIA-01, AIA-02, AIA-03, AIA-04, AIA-05,

Test	Name	Subsystem	Environment	Conditions and success criterion	Coverage (IDs)
				only at the start of the test and evaluated by a Purchaser panel; personalized guidance and conversational request journeys for each SRV-02 service, with authorization, review, submission, payment and tracking; load test with P14; adversarial test (AIA-08); verification of the recorded authorizations, of privacy and of handover to human agents. If the AI Platform is not available, SIN-02 applies. Criterion: AIA-01 to AIA-11 met, or the values offered and scored (C4.4).	AIA-06, AIA-07, AIA-08, AIA-09, AIA-10, AIA-11
AT27	Mobile application	S6	Staging and pilot	Test on Android and iOS reference devices; MASVS verification by an independent entity (SEC-10); publication in the app stores under the Purchaser's accounts; 30-day pilot with measurement of crash-free sessions; presentation of e-Wallet documents offline. Criterion: MOB-01 to MOB-05 met.	CAR-03, MOB-01, MOB-02, MOB-03, MOB-04, MOB-05
AT28	AI integrated in the portal, the back office and the CMS	S6	Staging and Production	With the AI Platform model, scenarios AIP-01 to AIP-08 on at least five service information sheets, in the forms of the SRV-02 services, in the Personal Area, in the back office of one agency and in the CMS; evaluation sets for each function, with criteria set in the Test Plan; verification that no decision or publication occurs without human approval. If the AI Platform is not available, SIN-02 applies. Criterion: all scenarios compliant and evaluation criteria achieved.	AIP-01, AIP-02, AIP-03, AIP-05, AIP-06, AIP-07, AIP-08

4.3.3 Reference load profile

(a) Preloaded data: year-3 volumes of P01, P06, P08 and P11, with synthetic data generated by the Supplier and validated by the Purchaser.
(b) Simultaneous rates at the peak plateau (year 3): HTTP requests to the portal and the public APIs at 900 per second (P04), including the following business transactions — submissions of requests with two 1 MB attachments through the engine: 6,000 per hour (twice the hourly average of the P05 daily peak); engine form loads: 12,000 per hour; Personal Area queries retrieving request status from the engine: 30,000 per hour; searches: 60,000 per hour; back-office operations by 1,250 concurrent users (P07): 12,500 per hour; API calls by consuming systems: 20,000 per hour. The remaining throughput is browsing of the rehosted portal, including content served by the CMS and static content. Concurrent authenticated sessions: 15,000 (P02).
(c) 15-minute ramp-up to the rates in (b); 60-minute plateau; additional 15-minute plateau at 130% of all the rates in (b) to verify the DES-01 headroom, without breaching DES-03.
(d) Times are measured on the server side (load balancers or application logs) and percentiles are calculated over the 60-minute plateau. External integrations, including ID.GOV, are replaced by simulators with a fixed latency of 200 ms. Portal page times are compared with the EXI-06 baseline, measured with the same profile.
(e) The load generation tools are the responsibility of the Supplier; the scripts and the raw results are delivered to the Purchaser. The same assumptions serve as the basis for the sizing of all Bids.

F. SERVICE SPECIFICATIONS – RECURRENT COST ITEMS

5.1 Warranty Defect Repair

ID	Requirement	Type	Verification
GAR-01	During the Warranty Period (thirty-six (36) months from the Operational Acceptance of the System as an integrated whole, and sixty (60) months for hardware — SCC for GCC 29.4), the Supplier SHALL correct defects in hardware, Standard Software and Custom Software — including the portal changes of EXI-11 and the configurations of the S5 services — within the times of Table 5.2.2, including the on-site replacement of parts in the data center; failed disks and data media remain in the Purchaser's possession. The hardware warranty covers failures due to defects or normal wear and tear and excludes damage caused by external events, misuse or force majeure; it is backed by the manufacturer's support for the whole sixty (60)-month period, evidenced by the Manufacturer's Authorization and by support contracts registered in the Purchaser's name.	SHALL	SLA
GAR-02	The Supplier SHALL keep in Luanda, throughout the sixty (60)-month hardware Warranty Period, a stock of high-turnover spare parts (disks, power supplies, fans, transceivers) for the equipment supplied.	SHALL	SLA
GAR-03	During the Warranty Period, the Supplier SHALL supply, install and configure, at no cost, new versions, releases and updates of the Standard Software and the Custom Software (SCC, GCC 23.4).	SHALL	SLA

5.2 Technical Support, Assisted Operation and Service Levels

ID	Requirement	Type	Verification
SUP-01	The Supplier SHALL provide 2nd- and 3rd-level technical support to the Purchaser's team, in Portuguese, via a request portal, e-mail and telephone, with logging and tracking of each request; 1st-level support to users is provided by the Purchaser.	SHALL · C6.2	SLA
SUP-02	The Supplier SHALL meet the response, restoration and permanent fix times in Table 5.2.2.	SHALL · C6.2	SLA
SUP-03	The Supplier SHALL deliver a monthly service level report (calculated availability, incidents, times, recurring problems, vulnerabilities, capacity, EXI-09 and EXI-10 indicators) and participate in a monthly follow-up meeting.	SHALL	SLA
SUP-04	During the 12 months following Operational Acceptance, the Supplier SHALL maintain at the Purchaser's premises in Luanda, on business days, a full-time resident engineer competent in the administration of the platform and of the rehosted portal, for assisted operation and continuous knowledge transfer.	SHALL · C6.2	SLA
SUP-05	The Supplier SHALL provide, upon written order of the Purchaser, technical evolution services — including changes to the SIMPLIFICA portal code — up to the annual limit set in the Recurrent Cost Inventory Table (item R5), paid per day actually delivered at the single quoted rate, applicable to all profiles in 5.3.	SHALL	SLA
SUP-06	In the Post-Warranty Services Period (years 4 and 5), the Supplier SHALL provide the defect correction, support and update services of the Warranty Period, at the quoted annual prices.	SHALL	SLA
SUP-07	Upon expiry of the Contract or in the event of termination, the Supplier SHALL deliver the exit package — data, configurations, code, updated documentation — and provide up to 20 person-days of assistance with the transition to a new entity, included in the price.	SHALL	AT22, SLA

Table 5.2.2 Severity and service times

Severity	Definition	Response	Restoration	Permanent fix	Coverage
P1 Critical	User-facing service unavailable on a main channel, data loss or corruption, or security incident with compromised data	1 hour	4 hours	5 days	24 × 7
P2 High	Important function unavailable or degraded with no workaround, or response times outside DES-02	2 hours	8 hours	10 days	Every day, 08:00–20:00
P3 Medium	Secondary function affected, with workaround	1 business day	3 business days	Next release (≤ 60 days)	Business days, 08:00–17:00
P4 Low	Cosmetic defect or request for information	2 business days	—	Next planned release	Business days, 08:00–17:00

Times are counted from the logging of the request in the support portal; severity is assigned by the Purchaser. "Restoration" means restoring the service, even if by means of a workaround; "permanent fix" means eliminating the cause.

5.2.3 Availability measurement

(a) Monthly availability (%) = 100 × (Time in the month − Unplanned unavailability) / (Time in the month − Approved planned maintenance).
(b) Unavailability occurs when two consecutive synthetic measurements (ADM-04), taken from any of the points external to the data centers, fail on a critical journey; unavailability is counted from the first of the two failed measurements until the first successful measurement. Failures caused by the Purchaser, the Digital Public Infrastructure, the data centers, ID.GOV and other identity providers, the Interoperability Platform or other external platforms shall not count, provided that the System behaves in accordance with INT-06, nor shall failures caused by defects in the portal code whose correction is not the Supplier's responsibility (Part A, 0.4).
(c) Planned maintenance: up to 4 hours per month, between 00:00 and 05:00 (Luanda time), notified 5 Business Days in advance and approved by the Purchaser. Unapproved emergency maintenance counts as unavailability.

5.3 Supplier's Technical Team for the Recurrent Services

The Supplier SHALL deliver the recurrent services with the following profiles. The quantities are set out in the Recurrent Cost Inventory Table (C.2).

Profile	Minimum qualifications
Resident engineer (SUP-04)	Bachelor's degree in computer engineering or a related field; 5 years of administering platforms in production; manufacturer certification on the proposed virtualization or container platform, or proven equivalent; fluent communication in Portuguese.
Architect / senior consultant (SUP-05)	10 years of experience; participation in at least one implementation of a comparable digital services platform.
Process, rules and forms configurator (SUP-05)	5 years of experience; certification on the proposed process engine or, if no certification program exists, proven equivalent training and experience.
Developer (SUP-05)	5 years of development in the technologies of the Custom Software delivered.
React/Next.js web developer (SUP-05)	5 years of web development, including 3 in React/Next.js, with experience in WCAG-compliant applications in production.
Conversational AI engineer (SUP-05)	5 years of experience, including 2 with retrieval-augmented generation assistants in production.
Mobile application developer (SUP-05)	5 years of mobile development, with published Android and iOS applications.

Profile	Minimum qualifications
Security specialist (SUP-05)	5 years in application security; recognized certification (for example, OSCP, GWAPT, CISSP) or substantially equivalent.

Part B — Implementation Schedule

B.1 IMPLEMENTATION SCHEDULE TABLE

Times are counted in weeks from the Contract Effective Date. The Delivery date is proposed by the Bidder in the Preliminary Project Plan. Only Operational Acceptance of the System as an integrated whole is a liquidated damages milestone (GCC 28).

No.	Subsystem / Item	Inventory Table	Site	Delivery (Bidder)	Installation (week)	Acceptance (week)	Liquidated damages
0	Project Plan and preliminary infrastructure design (acceptance)	—	—		—	6	no
0.1	Technical assessment of the SIMPLIFICA portal (EXI-06)	—	—		—	8	no
0.2	System Design Document, with the decisions reserved to the Purchaser (submission in week 10; approval)	—	—		—	12	no
0.3	Acceptance Test Plan (approval)	—	—		—	14	no
1	Subsystem S1 — Supporting Infrastructure and Rehosting of the SIMPLIFICA Portal (acceptance after the portal cutover, AT23)	C.1-S1	DC1		20	30	no
2	Subsystem S2 — Process and Decision Engine, Forms and Back Office	C.1-S2	DC1, BAL		30	36	no
3	Subsystem S3 — Content Management, Catalogue and Search	C.1-S3	DC1		28	34	no
4	Subsystem S4 — Security, Access Management and Observability (WAF and consoles active before the portal cutover)	C.1-S4	DC1		26	36	no
5	Subsystem S5 — Digitization of Services: SRV-02 services	C.1-S5	DC1, BAL		per service, before the respective AT13	41	no
5.1	Subsystem S6 — Evolution of Existing Portal Functions	C.1-S6	DC1		32	40	no
6	Training and knowledge transfer completed (TRN-01 to TRN-05)	C.1-T	IMA		—	41	no
7	Operational Acceptance of the System as an integrated whole (after AT21)	—	all		—	46	yes

No.	Subsystem / Item	Inventory Table	Site	Delivery (Bidder)	Installation (week)	Acceptance (week)	Liquidated damages
8	Services ordered pursuant to SRV-03	C.1-S5	DC1		—	time limit in Table 1.2.9 after each Service Order, until the end of the Warranty Period	no
R	Recurrent Cost Items — Warranty Period (36 months) and Post-Warranty Services Period (24 months)	C.2	all		—	from Operational Acceptance	—

Purchaser's dated obligations (GCC 10), designated OC1 to OC9. The Purchaser will make available: OC1 — rack space, power and cooling in DC1 (Production and Recovery zones) and the off-site location for the backup copy (OFF), week 16; OC2 — network delivery points and perimeter rules of the DPI or of the data center, week 18; OC3 — ID.GOV OpenID Connect clients in staging, metadata and test accounts, week 22 (production, week 26); OC4 — security server and access to the Interoperability Platform services required for the SRV-02 services, week 26, or, if the Platform is not in production by that date, the simulators agreed under SIN-02, without default by the Purchaser (a rule that applies equally to the SOC, the signature platforms and the AI Platform); OC5 — selection of the SRV-02 services and designation of the agencies' experts, week 8; OC6 — source code, documentation, access to the environments and participation of the IMA development team, which maintains the SIMPLIFICA portal, week 4, and extracts of the contents and information sheets, week 12; OC7 — approval of the portal switchover window and communication to the public, week 26; OC8 — control of the simplifica.gov.ao domain (DNS) and certificates, registration of the new outbound and redirection addresses with ID.GOV, the payment mechanism, the SMS gateway and the integrated systems, export or replication of the data from the current hosting, and test accounts and means of payment for EXI-03, week 20; OC9 — access to the AI Platform models (interface, credentials and quotas) in staging, week 30, and in production, week 36, or, failing that, application of SIN-02 to the assistant. For each Service Order (S5), the Purchaser indicates the corresponding obligations (SCC for GCC 7.3).

B.2 SITE TABLE

Code	Site	City	Address	Drawing
DC1	Data center — Production zone and Recovery zone (separate rooms or fire and power zones where available)	Luanda	To be designated by the Purchaser	—
OFF	Off-site location of the immutable backup copy (BCK-02)	Luanda	[to be designated by the Purchaser — IMA facility outside DC1]	—
IMA	Headquarters of the Instituto de Modernização Administrativa — project management and training	Luanda	Avenida 1.º Congresso do MPLA, CIF Luanda One Building, 21st Floor	—
BAL	In-person service counter(s) of the pilot agency (AT13, AT15)	Luanda	To be designated by the Purchaser	—

B.3 TABLE OF HOLIDAYS AND OTHER NON-WORKING DAYS

Month	2027	2028
January	1 (New Year's Day)	1 (New Year's Day)
February	4 (Beginning of the Armed Struggle for National Liberation); 9 (Carnival)	4; 29 (Carnival)
March	8 (International Women's Day); 23 (Southern Africa Liberation Day); 26 (Good Friday)	8; 23
April	4 (Peace and National Reconciliation Day)	4; 14 (Good Friday)
May	1 (International Workers' Day)	1
September	17 (Day of the Founder of the Nation and National Hero)	17
November	2 (All Souls' Day); 11 (National Independence Day)	2; 11
December	25 (Christmas and Family Day)	25

In addition to Saturdays and Sundays, the non-working days in each year of the Contract are the national holidays in force and the official days off decreed by the Executive; the table shows those for 2027 and 2028.

Part C — System Inventory Tables

The hardware and license quantities are determined by the Bidder so as to comply with Section VII; the Bidder indicates the brand, model, version and quantity in each line and reflects each line in the Supply and Installation Cost Sub-tables (Schedule 3.4) and the Recurrent Cost Sub-tables (Schedule 3.5) of Section IV, with the same numbering.

C.1 System Inventory Table (Supply and Installation Cost Items)

No.	Component	Specification	Site	Quantity	Brand / model / version
Subsystem S1 — SIMPLIFICA Portal Support Infrastructure and Rehosting					
S1.1	Compute servers — Production	HW-02, HW-03	DC1	Bidder	Bidder
S1.2	Compute servers — Recovery	HW-02, HW-03	DC1 (Recovery zone)	Bidder	Bidder
S1.3	Compute servers — Staging, Development and Training	HW-02, ARC-04	DC1	Bidder	Bidder
S1.4	Primary storage	HW-04	DC1	Bidder	Bidder
S1.5	Backup solution with immutable storage	HW-05, BCK-01 to BCK-03	DC1	Bidder	Bidder
S1.6	Data center switches and mounting and cabling accessories	HW-06, HW-10	DC1	Bidder	Bidder
S1.7	Load balancers and global traffic routing	HW-07	DC1	Bidder	Bidder
S1.8	Container orchestration software and, if proposed, virtualization software	HW-03, SWP-01	DC1	Bidder	Bidder
S1.9	Operating systems, databases and infrastructure software	SWP-01 to SWP-04	all	Bidder	Bidder
S1.10	Infrastructure installation, configuration and hardening services	4.2, SEC-08	DC1	1 lot	—
S1.11	CI/CD and repository software	1.4.1	all	Bidder	Bidder
S1.12	Technical assessment, rehosting and regression testing of the SIMPLIFICA portal, including the data transfer	EXI-01 to EXI-06, EXI-11 (c), MIG-02, MIG-03	DC1	1 lot	—
S1.13	Optional: transfer of the Recovery environment to a second data center — relocation, installation, reconfiguration of replication and repetition of AT02 and AT03 between sites — executed only upon written instruction of the Project Manager until the end of the Warranty Period	ARC-04, DES-06, AT03; Part D, 0.6	DC1 → second data center	1 lot	—
Subsystem S2 — Process and Decision Engine, Forms and Back Office					
S2.1	Standard Software licenses for the process and decision engine and the form builder (all environments)	1.2.2, SWP-02	all	Bidder	Bidder

No.	Component	Specification	Site	Quantity	Brand / model / version
S2.2	Embeddable form component, APIs, SDK and portal changes for the engine integration	BPM-06 to BPM-08, EXI-11 (b)	all	1 lot	—
S2.3	Configuration of the back office, queues, deadlines, document templates and service functions	1.2.2, 1.2.5	all	1 lot	—
S2.4	Integration with the Personal Area, the e-Wallet, notifications and the mobile application	ARE-01 to ARE-05	all	1 lot	—
S2.5	Connectors and integration services with the State platforms	SIN-01, SIN-02, 1.2.7	all	1 lot	—
Subsystem S3 — Content Management, Catalogue and Search					
S3.1	Standard Software licenses for the headless CMS (all environments)	1.2.3, SWP-02	all	Bidder	Bidder
S3.2	Configuration of the CMS and of the Catalogue, and portal changes to consume the CMS	1.2.3, 1.2.4, EXI-11 (a)	all	1 lot	—
S3.3	Natural-language search service (software, configuration and initial synonyms)	EXI-07, EXI-08	all	Bidder	Bidder
S3.4	Migration of the portal content and service information sheets	MIG-01, MIG-03	DC1	1 lot	—
Subsystem S4 — Security, Access Management and Observability					
S4.1	Standard Software for access management and federation	1.2.6	all	Bidder	Bidder
S4.2	Web application firewall (WAF)	SEC-04, HW-08	DC1	Bidder	Bidder
S4.3	Key management and secrets vault	SEC-03, SEC-07	DC1	Bidder	Bidder
S4.4	Security analysis (SAST, SCA, DAST) and audit tools	SEC-09, 1.4.3	all	Bidder	Bidder
S4.5	Observability, web analytics and real user experience monitoring	ADM-03, ADM-04, EXI-09, EXI-10	all	Bidder	Bidder
S4.6	Configuration services: access management, SOC, management portal and portal instrumentation	IAM-01 to IAM-10, AUD-04, 1.2.8, EXI-11 (d)	all	1 lot	—
Subsystem S5 — Digitization of Services (unit price per service; notional quantities)					
S5.1	Digitized service — class A (simple)	SRV-01 to SRV-04, Table 1.2.9	all	12 services	—
S5.2	Digitized service — class B (medium)	SRV-01 to SRV-04, Table 1.2.9	all	12 services	—
S5.3	Digitized service — class C (complex)	SRV-01 to SRV-04, Table 1.2.9	all	6 services	—
Subsystem S6 — Evolution of Existing Portal Functions					
S6.1	Personal Area — evolution or replacement	EVO-01 to EVO-05, 1.2.11	all	1 lot	—

No.	Component	Specification	Site	Quantity	Brand / model / version
S6.2	e-Wallet — evolution or replacement, including licenses if applicable	1.2.12	all	1 lot	Bidder
S6.3	In-person appointment scheduling — evolution or replacement	1.2.13	all	1 lot	Bidder
S6.4	Digital signature — signing workflows and validator	1.2.14	all	1 lot	Bidder
S6.5	Simplifica Mobile mobile application (Android and iOS)	1.2.15	—	1 lot	—
S6.6	Simplifica AI — assistant (orchestration, retrieval, indexes, guardrails, authorized actions, editorial dashboard) and AI functions in the portal, the back office and the CMS (models provided by the AI Platform)	1.2.16, 1.2.17, SWP-02	all	Bidder	Bidder
S6.7	Migration of the data of the replaced functions	EVO-03	DC1	1 lot	—
Cross-cutting (T)					
T.1	Project management and design (Project Plan, DCS, Test Plan)	ANL-01 to ANL-03, 2.6	IMA	1 lot	—
T.2	Training and knowledge transfer	2.4	IMA	1 lot	—
T.3	Documentation and exit package	2.6, SUP-07	—	1 lot	—
T.4	Independent penetration test and retest	SEC-10	—	1 lot	—

Items S5.1 to S5.3: the Bidder quotes a unit price per service for each class, which includes all SRV-01 activities; the item price is the unit price multiplied by the notional quantity, and is evaluated as such. The notional quantities are the basis for evaluation and a maximum limit, not a commitment to order beyond the SRV-02 services (SCC for GCC 11.2).

C.2 System Inventory Table (Recurrent Cost Items)

No.	Item	Specification	Unit	Year 1	Year 2	Year 3	Year 4	Year 5
R1	Subscriptions for subscription-licensed Standard Software (years 1 to 5) and manufacturer support and updates for perpetual Standard Software (years 4 and 5; in years 1 to 3, included in the warranty — GAR-03)	SWP-03, GAR-03	year	1	1	1	1	1
R2	Hardware manufacturer support with on-site parts replacement — not applicable: hardware is covered by the sixty (60)-month Warranty Period (GAR-01; SCC for GCC 29.4)	GAR-01, GAR-02	year	included (GCC 29)	included	included	included (GCC 29)	included (GCC 29)
R3	2nd- and 3rd-level technical support and service-level services	SUP-01 to SUP-03, SUP-06	year	1	1	1	1	1
R4	Assisted operation — resident engineer	SUP-04	month	12	—	—	—	—

No.	Item	Specification	Unit	Year 1	Year 2	Year 3	Year 4	Year 5
R5	Technical evolution services (pool of days, profiles in 5.3)	SUP-05	person-day	120	120	120	120	120

Years 1 to 3 correspond to the Warranty Period and years 4 and 5 to the Post-Warranty Services Period. R5 is quoted at a single rate per person-day, applicable to all profiles in 5.3; the quantity is the basis for evaluation and a maximum limit, not a consumption commitment.

C.3 EXPANSION UNIT PRICES (SCHEDULE 3.7)

No.	Item	Unit
E1	Additional compute node, identical to the proposed Production node, installed and integrated	unit
E2	Additional usable primary storage capacity, installed, in each zone (Production and Recovery)	10 TB block
E3	Additional licenses for each Standard Software product, in the declared metric, beyond the year-5 parameters (SWP-02)	metric unit
E4	Additional person-day beyond the annual limit of R5, at the single rate	person-day
E5	Additional training session (class of up to 15 participants)	day

The prices of Schedule 3.7 are firm until the end of the Post-Warranty Services Period and are payable only if the Purchaser issues a Change Order (GCC 39). E1, E2 and E5 are included in the evaluation under Section III, Economic Evaluation, item (c); E1 includes the licenses of the Standard Software running on the node, except those already covered by SWP-02. E3 is not evaluated. E4 is charged at the single R5 person-day rate.

Part D — Background and Informational Materials

A. BACKGROUND

0.1 The Purchaser

The Instituto de Modernização Administrativa (IMA) is the public institute responsible for administrative modernization, simplification of procedures and e-government in the Angolan Public Administration, under its organic statute (Presidential Decree No. 80/21 of 7 April). IMA manages the Single Window for Remote Delivery of Public Services (Janela Única) and is the Purchaser under the Angola Digital Acceleration Project (PADA), financed by the World Bank.

0.2 Business Objectives

(a) For citizens: access to public services anytime and anywhere, without travel, queues or paper; service organized around life events, with transparent tracking of each request; application of the "once-only" principle; progressive inclusion, including in national languages.
(b) For the Public Administration: a single, standardized technology foundation for the digital delivery of services by all agencies; reduction of the costs of in-person service and of the duplication of sectoral portals; uniform service standards, monitored and improved on the basis of data.
(c) For businesses and the economy: lower red-tape costs, greater predictability and speed in licensing, registrations and authorizations.
(d) For the State: digital sovereignty — platform, data, audit logs and cryptographic keys hosted in Angola, under the effective control of the State — and alignment with the foundational platforms (Digital Identity, Interoperability, Artificial Intelligence and Digital Public Infrastructure).

B. INFORMATIONAL MATERIALS

0.3 Legal Framework

Legal instrument	Subject matter
Presidential Decree No. 196/22 of 22 July	Institutionalizes the Single Window for Remote Delivery of Public Services (Janela Única)
Presidential Decree No. 178/24 of 31 July	Approves the Public Administration Digital Transition Agenda
Presidential Decree No. 161/21	Approves the Public Administration Simplification Project (SIMPLIFICA)
Presidential Decree No. 46/18 of 15 August	National Plan for the Global Interoperability Architecture
Presidential Order No. 343/26 (DR, Series I, No. 163, of 27 August 2026)	Authorizes the expenditure and the launch of the procurement procedure for the Janela Única Technology Platform
Presidential Order No. 38/26 of 3 February	Digital Public Infrastructure
Presidential Order No. 203/24 of 3 September	Approves the PADA Financing Agreement
Law No. 22/11 of 17 June	Law on the Protection of Personal Data
Law No. 23/11 of 20 June	Law on Electronic Communications and Information Society Services
Law No. 7/17 of 16 February	Law on the Protection of Computer Networks and Systems

Legal instrument	Subject matter
Law No. 41/20 of 23 December	Public Procurement Law (national framework for expenditure authorization)

0.4 The SIMPLIFICA Portal and Related Platforms

The following table describes the SIMPLIFICA portal as observed by the Purchaser in the quality assurance environment (qa.simplifica.gov.ao) in October 2026. It is for information only: it does not replace the requirements of Part A, and the values must be confirmed in production.

Aspect	Observed situation
Origin and user base	Evolution of SEPE (January 2019), which had more than 800,000 registered users, more than 260,000 requests for validation and recognition of academic qualifications and more than 850,000 applications to civil service entry competitions.
Catalogue	55 services from 26 institutions, organized into 9 thematic service desks and 17 views by ministerial department; standardized information sheet per service; 4,343 requests processed as of the date of consultation. Information sheets with incomplete fees, timeframes and documents ("depending on the service", "price on request").
Personal Area	My Requests (statuses, filters and payments), e-Wallet (digital cards and documents verifiable by QR code), Transactions, Competitions and CV, Digital Signature (ICP-AO certificates, sign and verify), In-person Scheduling.
Identity and signature	Single sign-on through ID.GOV with prefilling of the citizen's data; digital signature with ICP-AO certificates.
Channels	Web portal; Simplifica Mobile app (App Store and Google Play); in-person appointment scheduling at service points; Simplifica AI assistant (being stabilized, no response in the readiness test); kiosks and *123# planned.
Observed technology	Web application in Next.js (React), with server actions and NextAuth sessions; Matomo analytics; fonts loaded from an external service (Google Fonts). There is no process or rules engine: each online service is programmed in the portal. No further technical description of the hosting, databases, integrations and data volumes is published; they are presented at the technical session of the Pre-Bid meeting (BDS ITB 7.4).
Areas for improvement identified by the Purchaser	Search without recognition of natural language or synonyms (for example, "abrir farmácia" [open a pharmacy]); intermittent application error on direct access to the services page; public indicators yet to be harmonized; incomplete published legislation; assistant unresponsive in the test.
Ownership and maintenance	Source code owned by the Instituto de Modernização Administrativa and maintained by the IMA development team, which will remain responsible for the portal after the Contract; the initial development had external support, under a contract that has already been completed.

No technical annex describing the portal is published with this bidding document. Additional technical information on the SIMPLIFICA portal is provided only at the technical session of the Pre-Bid meeting and in the responses to requests for clarification, communicated to all Bidders (ITB 7). That information does not replace Section VII.

System or platform	Status	Relationship with the System	Responsible party
SIMPLIFICA portal	Being launched	Rehosted and evolved under the Contract (1.2.1); receives the form component or consumes the engine APIs (BPM-06, BPM-07); content migrated to the CMS (MIG-01)	IMA
Simplifica Mobile app	In production	Improved under the Contract (1.2.15); consumes the engine APIs (BPM-07)	IMA
Simplifica AI Assistant	Being stabilized	Improved or replaced under the Contract (1.2.16), using the AI Platform models	IMA
ID.GOV	In production	User identity accepted by the engine and the APIs (IAM-01)	IMA
Digital Identity Platform and Electronic Signatures Platform	Being procured (PADA)	Future federation and signature and seal services (IAM-01, INT-05)	IMA

System or platform	Status	Relationship with the System	Responsible party
Public Administration Interoperability Platform	Being procured (PADA)	Data exchange with agencies (INT-01)	IMA
Artificial Intelligence Platform for the Public Sector	Being procured (PADA)	Provides the assistant's models (AIA-06, OC9); consumes the Catalogue, the content and the request status (OMN-02)	IMA
Security Operations Center	Being procured (PADA)	Receipt of security events (AUD-04)	IMA
Digital Public Infrastructure	Being implemented	Perimeter, connectivity and hosting (ARC-06, RED-01)	Executive
State SMS messaging gateway	In production	SMS notifications (INT-08)	IMA
Solution study and configuration consultancy	To be procured (separate selection process)	Its results will be made available to the Supplier for the System Design Document (1.5.1)	IMA
Services implementation consultancy	To be contracted	Configures services in the engine using the System's tools (SRV-04)	IMA

0.5 Training Facilities

In-person training takes place at IMA's premises in Luanda, which provides a room with capacity for 20 participants, a projector and network access; the available room and equipment are indicated by the Purchaser before the start of training. The trainees' workstations are provided by the Purchaser; the Training environment is provided by the Supplier (ARC-04).

0.6 Installation Sites

The System, including the rehosted SIMPLIFICA portal, is installed in a single data center in Angolan territory designated by the Purchaser (DC1): in the Digital Public Infrastructure or, transitionally, at a national colocation provider, transparent to the Supplier — the Purchaser designates the data center and manages the relationship with the provider. The Production and Recovery environments are installed in separate zones of DC1 (separate rooms or fire and power zones where the data center provides them). The data center offers resilience equivalent to Tier III and a 10 Gbit/s connection, and the proposed solution complies with the space and power limits of HW-11. The off-site immutable backup copy (BCK-02) is kept at the Purchaser's location indicated in the Site Table (OFF). The transfer of the Recovery environment to a second data center, when one becomes available, is priced as optional item S1.13 (firm price, evaluated) and executed only upon written instruction of the Project Manager until the end of the Warranty Period; any other relocation of the equipment is treated as a Change (GCC 39).

0.7 Candidate Services for Digitization in the Engine

During the execution of the Contract, in the design phase, the Purchaser will define the list of candidate services for digitization in the engine — with the responsible agency, the class (Table 1.2.9) and an indication of whether the service is existing or new — will select from among them the SRV-02 services (OC5) and will order the remaining ones pursuant to SRV-03. The list will include services already available on the portal, to be migrated to the engine, and services from the new onboarding wave (for example, hotel and restaurant licenses and travel and tourism agency licenses, and the Worker's Professional Card). The notional quantities of items S5.1 to S5.3 (Table C.1) are the basis for the evaluation of Bids and are not dependent on this list.

0.8 Technical Bid Response Formats

(a) Technical Responsiveness Checklist (Section IV), one line per ID in this Section:

ID	Complies (yes/no)	How it complies	Product / component	Reference (document and page)
…				

(b) Evidence Index for the rated features (Section III), one line per check:

Feature	Verification	Offered (yes/value)	Document and page	Acceptance test
C1.1	(a)			AT…

(c) Sizing justification, with the following minimum content: proposed configuration per environment and per zone; calculation against Table 1.5.1 and the profile of 4.3.3; year-3 capacity margin; growth path to year 5 with the items of Schedule 3.7; metric and quantities of each license; network bandwidth between the Production and Recovery zones required for the RPO.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

A. CONTRACT AND INTERPRETATION

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 or its Subcontractors' 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) "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.

(iii) "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.

(iv) "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.

(v) "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.

(vi) "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).

(vii) "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 1er, 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 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 carryout the work on the Information System in accordance with the Contract, including complying with relevant environmental and social requirements and the obligations set out in GCC Clause 9.9.

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 and Subcontractor'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 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 its and Subcontractors' 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 locations 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 and its Subcontractor's personnel, Purchaser's personnel and the local community.

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 its and Subcontractors' 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 and Subcontractors' 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.

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 and its Subcontractors' 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

personnel of the Supplier or Subcontractors, 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 its personnel and any subcontracted 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 and Subcontractors' 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. 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, Supplier's or Subcontractors' 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 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. The Purchaser shall not withhold such approval unreasonably. Such approval by the Purchaser of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.

20.2 The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Purchaser's prior approval under GCC Clause 20.3.

20.3 For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Purchaser in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; 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.

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 and its Subcontractors' 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 and its Subcontractors' 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 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 and its Subcontractor'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

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;[1] (ii) to be a nominated[2] 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, and personnel, to permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

Table of Clauses

Não foi encontrada nenhuma entrada de índice.

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 Regulations is dated: September 2023 (World Bank Procurement Regulations for IPF Borrowers, fifth edition).
GCC 1.1 (b) (i)	The Purchaser is: Instituto de Modernização Administrativa (IMA), Republic of Angola.
GCC 1.1 (b) (ii)	The Project Manager is: the person designated in writing by the Instituto de Modernização Administrativa (IMA).
GCC 1.1 (e) (i)	The Purchaser's Country is: Republic of Angola.
GCC 1.1 (e) (x)	There are no Special Conditions associated with GCC 1.1 (e) (x).
GCC 1.1 (e) (xii)	The Coverage Period is as indicated, by severity, in the "Coverage" column of Table 5.2.2 of Section VII.
GCC 1.1 (e) (xiii)	The Post-Warranty Services Period is twenty-four (24) months starting from the completion of the Warranty Period.

Governing Language (GCC Clause 3)

GCC 3.1.1	The ruling language of the Contract is English. The Supplier shall, at its own cost and within twenty-eight (28) days of signature, provide a complete Portuguese copy (translation) of the Contract for the Purchaser's day-to-day use; in case of any discrepancy, the English version prevails. All documentation produced by the Supplier under the Contract shall be delivered in Portuguese (Section VII, DOC-03); correspondence may be exchanged in Portuguese or English.

Notices (GCC Clause 4)

GCC 4.3	Address of the Project Manager: Instituto de Modernização Administrativa (IMA), Avenida 1.º Congresso do MPLA, CIF Luanda One Building, 21st Floor, Luanda. Fallback address of the Purchaser: Office of the Director-General of the Instituto de Modernização Administrativa, Avenida 1.º Congresso do MPLA, CIF Luanda One Building, 21st Floor, Luanda.

	Electronic Data Interchange (EDI) is not used.

Governing Law (GCC Clause 5)

GCC 5.1	The Contract shall be governed by and interpreted in accordance with the laws of the Republic of Angola.

B. SUBJECT MATTER OF CONTRACT

Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Bid: – R1 — Standard Software support and updates, or subscription (Section VII, SWP-03 and GAR-03), years 1 to 5; – R2 — Not used: hardware manufacturer support and on-site parts replacement are covered by the sixty (60)-month hardware Warranty Period (SCC for GCC 29.4); – R3 — 2nd- and 3rd-level technical support and service levels (SUP-01 to SUP-03, SUP-06), years 1 to 5; – R4 — Assisted operation with a resident engineer (SUP-04), year 1; – R5 — Technical evolution services (SUP-05), years 1 to 5, up to the annual limit in Table C.2. The Supplier's obligations also include, after Operational Acceptance, the digitization of the services ordered by Service Order up to the end of the Warranty Period, at the unit prices of items S5.1 to S5.3 (Section VII, SRV-03). Optional item S1.13 (transfer of the Recovery environment to a second data center) is executed only upon written instruction of the Project Manager issued before the end of the Warranty Period, at the price quoted in the Bid; such instruction is not a Change under GCC 39. Service Order: a written instruction from the Project Manager identifying the service, the agency, the class (Section VII, Table 1.2.9), the delivery deadline, and the Purchaser's obligations for that service (designation of the agency's experts, access to data services, and test users). The deadline shall be extended to the extent of the Purchaser's delay in meeting those obligations. For each week of delay attributable to the Supplier in the delivery of a service, the Purchaser shall deduct one percent (1%) of the respective unit price, up to a maximum of ten percent (10%), without prejudice to the other rights provided for in the Contract. A Service Order is not a Change within the meaning of GCC 39. The spare parts supply clause does not apply; the Supplier shall maintain in Luanda the stock of parts under GAR-02. Rated commitments: the commitments offered in the Bid and rated in Section III that are performed after Operational Acceptance — annual penetration tests, certifications, Training environment, local team, extended assisted operation and checks completed under rule (vii) of Section III — are obligations of the Supplier. If any of them is not fulfilled on time, the Purchaser may deduct from the payments of the Recurrent Cost Items, for each commitment not fulfilled, the greater of USD 10,000 (ten thousand United States dollars) and the cost, evidenced by the Purchaser, of having the commitment performed by a third party, without prejudice to the other rights provided in the Contract.

Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within fourteen (14) days from the Effective Date of the Contract.

Supplier's Responsibilities (GCC Clause 9)

GCC 9.8	The following sustainable procurement contractual provisions apply: (a) power supplies with 80 PLUS Platinum certification or higher and RoHS compliance (Section VII, GER-05); (b) the Supplier shall collect the packaging and send it for recycling; (c) replaced parts shall be sent for waste electrical and electronic equipment treatment by a licensed operator, with the exception of data storage media, which shall remain in the possession of the Purchaser.
GCC 9.18	The Supplier is not required to take security measures for the Project Sites; the physical security of the data centers is ensured by the Purchaser, and the Supplier's personnel shall comply with the respective access rules.

C. PAYMENT

Contract Price (GCC Clause 11)

GCC 11.2	Prices are fixed. The Contract Price includes the notional quantities of items S5.1 to S5.3 (Section VII, Table C.1), optional item S1.13 and the annual quantities of item R5 (Table C.2), which are maximum limits: the Purchaser pays only the services ordered in writing and accepted, at the unit prices of the Contract, and the quantities not ordered by the end of the Warranty Period (S5.1 to S5.3 and S1.13) or of each service year (R5) are deducted from the Contract Price without any right to compensation. The deduction does not apply to the five services of SRV-02.

Terms of Payment (GCC Clause 12)

GCC 12.1	Subject to the provisions of GCC Clause 12, the Purchaser shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the Advance Payment and Complete System Integration categories relate to the entire Contract Price; in the other categories, the percentage applies to the total or pro rata price of the goods or services of the category, by Subsystem. The Advance Payment and the Complete System Integration are calculated without items S5.1 to S5.3 and S1.13, which are paid under item (d). (a) Advance Payment: ten percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, against a payment claim accompanied by the Advance Payment Security (GCC 13.2). (b) Information Technologies, Materials, and other Goods, with the exception of Custom Software and Custom Materials: forty percent (40%) against Delivery; twenty percent (20%) against Installation; twenty percent (20%) against Operational Acceptance of the respective Subsystem. (c) Custom Software and Custom Materials: thirty percent (30%) against approval of the System Design Document; thirty percent (30%) against Installation; twenty percent (20%) against Operational Acceptance of the respective Subsystem.

	(d) Services other than Training (installation, configuration, integration, rehosting, migration): eighty percent (80%) of the pro rata price against Operational Acceptance of the Subsystem to which they relate; cross-cutting services T.1, T.3 and T.4: eighty percent (80%) against Operational Acceptance of the System as an integrated whole; digitized services (S5.1 to S5.3): one hundred percent (100%) of the unit price of each service against its acceptance by test AT13; optional item S1.13: one hundred percent (100%) against completion of the transfer and successful repetition of tests AT02 and AT03. (e) Training: thirty percent (30%) upon approval of the training plan and completion of the first training session; fifty percent (50%) pro rata, monthly in arrears, against completed and approved training sessions. (f) Complete System Integration: ten percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, against Operational Acceptance of the System as an integrated whole. (g) Recurrent Costs: R1 annually, at the beginning of each service year; R3, R4 and R5 quarterly in arrears, against the service level report (SUP-03) and, for R5, the days actually provided, as approved by the Purchaser. (h) Payments falling due after the Closing Date of the Loan (currently March 2030) shall be made by the Purchaser from the General State Budget (OGE), under the same terms (BDS ITB 2.1).
GCC 12.3	The Purchaser shall pay to the Supplier interest on the delayed payments at a rate of: five percent (5%) per annum.
GCC 12.4	The Supplier shall invoice in United States dollars (USD).
GCC 12.5	Payments for Goods supplied from abroad shall be made by bank transfer against invoice and delivery documents, without a letter of credit.

Securities (GCC Clause 13)

GCC 13.3.1	The Performance Security shall be denominated in United States dollars (USD) for an amount equal to ten (10) percent of the Contract Price, excluding any Recurrent Costs.
GCC 13.3.4	During the Warranty Period, the Performance Security shall be reduced to five (5) percent of the Contract Price, excluding any Recurrent Costs.

D. INTELLECTUAL PROPERTY

Copyright (GCC Clause 15)

GCC 15.3	There are no Special Conditions of Contract applicable to GCC Clause 15.3.
GCC 15.4	The following constitute Custom Software and Custom Materials, to be listed in Appendices 4 and 5 of the Contract Agreement, at a minimum: the source code developed; the configurations; the process models, forms, decision rules, and document templates; the interface themes and components; the integration connectors and scripts; the infrastructure-as-code and configuration-as-code definitions; the changes to the portal code and the code of enhanced or new functions, including the mobile application; the assistant's instructions, indexes, reference questions, and configurations; the test and load scripts and the test data; and all documentation produced under the Contract. The accounts for publishing the mobile application in the app stores belong to the Purchaser. The Intellectual Property Rights in these items shall vest in the Purchaser pursuant to

	GCC 15.4. The Supplier retains the rights to its Standard Software and to pre-existing generic components incorporated therein, which it licenses to the Purchaser pursuant to GCC 16 and these SCC.
GCC 15.5	No software escrow agreements are required, unless escrow has been offered in the Bid and rated (Section III, C1.1 (d)). In that case, the Supplier shall enter into, at its own expense, an escrow agreement with an escrow agent acceptable to the Purchaser, providing for updates upon each new version and for release to the Purchaser in the event of insolvency or cessation of business of the manufacturer, end of support for the product, or failure to meet support obligations for more than thirty (30) days after notification.

Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iv)	The Standard Software licenses shall not be subject to any additional restrictions, except those arising from the license metric declared in the Bid (Section VII, SWP-02) and, for Standard Software on subscription (SWP-03), the restriction that the license is valid for each year paid under item R1 and may not be suspended or revoked for any other reason; the Supplier guarantees the Purchaser the right to renew the subscription for a further five (5) years at an annual price not exceeding that of year 5, adjusted by no more than five percent (5%) per year. In any case: the number of users is unlimited; the year 5 parameters in Table 1.5.1 are covered by the Contract Price; and licenses beyond those parameters shall be acquired at the unit prices of Schedule 3.7, and their use may not be prohibited or suspended.
GCC 16.1 (b) (vi)	There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi).
GCC 16.1 (b) (vii)	The Software may be disclosed to, and reproduced for use by: (a) the Public Administration agencies participating in the Janela Única; (b) the entity that the Purchaser designates to operate the System or the Digital Public Infrastructure; (c) the services implementation consultant and other consultants engaged by the Purchaser; and (d) any entity that succeeds the Purchaser in its functions — all subject to the same restrictions as set forth in the Contract.
GCC 16.2	On-site audits shall be accepted at most once per year, with thirty (30) days' notice, on Business Days, accompanied by the Purchaser, without access to personal data, and at the Supplier's expense.

Confidential Information (GCC Clause 17)

GCC 17.1	GCC Clause 17 shall not prevent the Purchaser from sharing technical and financial information relating to the System with the World Bank, the participating agencies, the entity operating the Digital Public Infrastructure, the entities managing the integrated platforms, and consultants engaged by it, which shall be bound by the confidentiality obligations of GCC Clause 17.

E. Supply, Installation, Testing, Commissioning, and Acceptance of the System

Representatives (GCC Clause 18)

GCC 18.1	There are no Special Conditions of Contract applicable to GCC Clause 18.

GCC 18.2.2	There are no Special Conditions of Contract applicable to GCC Clause 18.2.2.

Project Plan (GCC Clause 19)

GCC 19.1	The chapters of the Project Plan shall address the following subjects: (a) Project Organization and Management, with a GANTT chart broken down by tasks, time, and resources, and including the Purchaser's obligations OC1 to OC9; (b) Design and Implementation, including integration with the portal and the digitized services; (c) Rehosting of the SIMPLIFICA Portal, Migration, and Transition to Production; (d) Training and Knowledge Transfer; (e) Testing and Quality Assurance; (f) Security and Data Protection; (g) Risk Management; (h) Warranty Defect Repair, Technical Support, and Assisted Operation. Further details regarding the required contents are contained in the Technical Requirements (Section VII, subsections 2.1 to 2.7, E, and F).
GCC 19.6	The Supplier shall submit to the Purchaser: (i) a monthly progress report, with the updated schedule, risks, and outstanding issues; (ii) monthly inspection, testing, and quality assurance reports; (iii) the results of the evaluations of the training activities; (iv) a monthly log of service requests and their resolution; and (v) notification of security incidents and vulnerabilities within the time limits set out in SEC-12.

Design and Engineering (GCC Clause 21)

GCC 21.3.1	The Supplier shall prepare and furnish to the Project Manager the following documents, for which it shall obtain the Project Manager's approval before proceeding with the work covered by them: (a) preliminary infrastructure design — bill of materials and capacity plan —, submitted with the Project Plan, the approval of which releases the ordering, delivery, and installation of the hardware for Subsystem S1; (b) System Design Document (Section VII, ANL-01 and ANL-02), including the security design and the data protection impact assessment, the approval of which releases the development and configuration of Subsystems S2 to S6 and the changes to the portal (EXI-11), and which records the decisions reserved to the Purchaser (ANL-01); (c) Acceptance Test Plan (Section VII, 4.3.1); (d) Portal Rehosting and Migration Plan (Section VII, EXI-01 to EXI-06 and 2.5) — initial version in the System Design Document and final version, after the two trial runs in Staging, in week 26 —, the approval of which is a condition for the cutover of the portal in Production.

Product Upgrades (GCC Clause 23)

GCC 23.4	During the Warranty Period, the Supplier shall provide free of charge all new versions, releases, and updates of the Standard Software and the Custom Software and shall maintain a service capability to deliver, install, and configure them promptly, at no additional cost to the Purchaser (Section VII, GAR-03). During the Post-Warranty Services Period, the same obligations are covered by item R1.

Inspections and Tests (GCC Clause 25)

GCC 25	There are no Special Conditions of Contract applicable to GCC Clause 25.

Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	There shall be partial Operational Acceptance of each of Subsystems S1 to S6, in accordance with the Implementation Schedule and the tests in Section VII, subsection 4.3; that of S5 covers the services under SRV-02, and the services ordered subsequently are accepted one by one through test AT13. Operational Acceptance of the System as an integrated whole occurs after the successful completion of all tests AT01 to AT28, including the stabilization period of AT21. The Supplier is responsible for correcting any defects detected in the tests of the System as a whole, even in Subsystems already accepted.
GCC 27.3.1	No production use of the System or of any Subsystem before the issuance of the Operational Acceptance Certificate for the System as an integrated whole — including the operation of the rehosted portal after cutover (test AT23), the consumption of the CMS by the portal, the controlled pilot (test AT13), and the stabilization period (test AT21) — shall constitute Operational Acceptance under subparagraph (c) of GCC 27.3.1; such use forms part of the Operational Acceptance Tests. The same applies to each service under SRV-03 until its acceptance through test AT13.

F. GUARANTEES AND LIABILITIES

Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	For the purposes of GCC 28.2, the Contract Price excludes, in addition to the Recurrent Costs, items S5.1 to S5.3 to the extent that they exceed the services under SRV-02. The rate of one half of one percent (0.5%) per week and the maximum of ten percent (10%) remain unchanged.
GCC 28.3	Liquidated damages shall apply only to the milestone designated as such in the Implementation Schedule — Operational Acceptance of the System as an integrated whole, in week 46. Partial Operational Acceptance of the Subsystems is not a liquidated damages milestone.

Defect Liability (GCC Clause 29)

GCC 29.1	There are no Special Conditions of Contract applicable to GCC Clause 29.1.
GCC 29.4	The Warranty Period of all Subsystems begins on the date of Operational Acceptance of the System as an integrated whole and extends for thirty-six (36) months, except for hardware (Information Technologies equipment), for which it extends for sixty (60) months; until that date, the Supplier corrects at no cost the defects of the Subsystems already accepted. The hardware warranty covers failures due to defects or normal wear and tear, with on-site repair or replacement within the times of Table 5.2.2 of Section VII and manufacturer support for the whole period, and excludes damage caused by external events, misuse or force majeure. Each SRV-03 service has a minimum warranty period of six (6) months from its acceptance, even if it ends after the Warranty Period. The services

	not included in the commercial warranties — technical support, assisted operation and evolution services — are Recurrent Cost Items (Section VII, F; Table C.2).
GCC 29.10	The response, restoration, and permanent fix times are those set out in Table 5.2.2 of Section VII, or the more stringent times offered in the Bid. For the purposes of GCC 29.10, the Purchaser may carry out the work, or have it carried out, at the Supplier's expense if the Supplier fails to restore the service within the restoration time in Table 5.2.2 for P1 or P2 defects, or fails to commence the work within two weeks for P3 and P4 defects. Availability: the service credit is calculated month by month. For each month in which availability, measured in accordance with Section VII, 5.2.3, is below 99.9%, the Purchaser shall apply a credit of five percent (5%) of the quarterly price of item R3 for each 0.1 percentage point, or fraction thereof, below the target; the total credits for a quarter shall not exceed thirty percent (30%) of that price. This applies both during the Warranty Period and during the Post-Warranty Services Period. Service credits are without prejudice to the Purchaser's other rights provided for in the Contract.

Functional Guarantees (GCC Clause 30)

GCC 30	Sizing guarantee: the Supplier guarantees that the configuration delivered meets the performance requirements of Section VII with the parameters of each year up to year 3, and that the parameters of years 4 and 5 are achieved with the quantities of E1 and E2 declared in the Bid, with the licenses covered in accordance with SWP-02. Any additional capacity (hardware, licenses, or services) required to meet those requirements beyond those quantities shall be supplied and installed by the Supplier at no cost to the Purchaser.

G. RISK DISTRIBUTION

Insurances (GCC Clause 37)

GCC 37.1 (c)	The Supplier shall obtain Third-Party Liability Insurance in the amount of USD 1,000,000 per occurrence, with deductible limits of no more than USD 10,000. The insured Parties shall be the Supplier and the Purchaser. The Insurance shall cover the period from the Effective Date of the Contract until Operational Acceptance of the System as an integrated whole.
GCC 37.1 (e)	The Supplier shall obtain the mandatory insurance required under Angolan law, including workers' compensation (occupational accident) insurance for personnel working in Angola, from the Effective Date of the Contract until the end of the Warranty Period.

H. CHANGE IN CONTRACT ELEMENTS

Changes to the System (GCC Clause 39)

GCC 39.4	Value Engineering: The Purchaser will not consider a Value Engineering Proposal.

I. SETTLEMENT OF DISPUTES

Settlement of Disputes (GCC Clause 43)

GCC 43.1.4	Not applicable. The Purchaser does not propose an Adjudicator (BDS ITB 49); if no Adjudicator is agreed by the parties by the signature of the Contract, the Contract shall be executed without an Adjudicator.
GCC 43.2.3	If the Supplier is from outside the Purchaser's Country, arbitration proceedings shall be conducted in accordance with the rules of arbitration of the International Chamber of Commerce (ICC), with the seat of arbitration in Luanda, Republic of Angola, and in the ruling language of the Contract. These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract. If the Supplier is a national of the Purchaser's Country, any dispute between the Purchaser and the Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of the Republic of Angola.

SECTION X - CONTRACT FORMS

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

Não foi encontrada nenhuma entrada de índice.

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)
[include full name (last, middle, first), nationality, country of residence]			

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 the 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 Form*s* 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) [insert: Name of Purchaser], a [insert: description of type of legal entity, for example, an agency of the Ministry of . . .] of the Government of [insert: country of Purchaser], or corporation incorporated under the laws of [insert: country of Purchaser] and having its principal place of business at [insert: address of Purchaser] (hereinafter called "the Purchaser"), and

(2) [insert: name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called "the Supplier").

WHEREAS the Purchaser desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following Information System [insert: brief description of the Information System] ("the System"), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 1.1 (a) (ii))

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:

(a) This Contract Agreement and the Appendices attached to the Contract Agreement
(b) Special Conditions of Contract
(c) General Conditions of Contract
(d) Technical Requirements (including Implementation Schedule)
(e) The Supplier's bid and original Price Schedules
(f) Code of Conduct for Supplier's and its Subcontractors' personnel
(g) [Add here: any other documents]

1.2 Order of Precedence (Reference GCC Clause 2)
In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the

other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1 above.

1.3 Definitions (Reference GCC Clause 1)
Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11)
The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of: [insert: amount of foreign currency A in words], [insert: amount in figures], plus [insert: amount of foreign currency B in words], [insert: amount in figures], plus [insert: amount of foreign currency C in words], [insert: amount in figures], [insert: amount of local currency in words], [insert: amount in figures], as specified in the Grand Summary Price Schedule.
The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified.

Article 3. Effective Date for Determining Time for Operational Acceptance

3.1 Effective Date (Reference GCC Clause 1.1 (e) (ix))
The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:
(a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;
(b) The Supplier has submitted to the Purchaser the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause 13.3;
(c) The Purchaser has paid the Supplier the advance payment, in accordance with GCC Clause 12;
Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

Article 4. Appendixes

4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES

Appendix 1. Supplier's Representative
Appendix 2. Adjudicator *[if there is no Adjudicator, state **"not applicable"**]*
Appendix 3. List of Approved Subcontractors
Appendix 4. Categories of Software
Appendix 5. Custom Materials
Appendix 6. Revised Price Schedules (if any)
Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser

Signed:
in the capacity of [insert: title or other appropriate designation]

in the presence of

For and on behalf of the Supplier

Signed:
in the capacity of [insert: title or other appropriate designation]

in the presence of

CONTRACT AGREEMENT
dated the [insert: number] day of [insert: month], [insert: year]
BETWEEN
[insert: name of Purchaser], "the Purchaser"
and
[insert: name of Supplier], "the Supplier"

Appendix 1. Supplier's Representative

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

Name: [insert: name and provide title and address further below, or state "to be nominated within fourteen (14) days of the Effective Date"]

Title: [if appropriate, insert: title]

In accordance with GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative: [as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.]

Fallback address of the Supplier: [as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.]

Appendix 2. Adjudicator

In accordance with GCC Clause 1.1 (b) (vi), the agreed-upon Adjudicator is:

Name: [insert: name]
Title: [insert: title]
Address: [insert: postal address]
Telephone: [insert: telephone]

In accordance with GCC Clause 43.1.3, the agreed-upon fees and reimbursable expenses are:

Hourly Fees: [insert: hourly fees]
Reimbursable Expenses: [list: reimbursables]

Pursuant to the SCC for GCC Clause 43.1.4 (not applicable), if at the time of Contract signing agreement has not been reached between the Purchaser and the Supplier on the appointment of an Adjudicator, the Contract shall be implemented without an Adjudicator, and this Appendix shall state "not applicable".

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 4. Categories of Software

The following table assigns each item of Software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software and to one of the two categories: (i) Proprietary or (ii) Open Source.

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

Appendix 5. Custom Materials

The follow table specifies the Custom Materials the Supplier will provide under the Contract.

Custom Materials

*[insert **Title and description**]*
*[insert **Title and description**]*
*[insert **Title and description**]*
*[insert **Title and description**]*
*[insert **Title and description**]*

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)**[1] **in figures and words**]* such sum being payable in the types and proportions of currencies in 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 its 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)**[1] **in figures and words**]*. This remaining guarantee shall expire no later than *[insert: **number** and select: **months/years** (of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate for the System,[2] and any demand for payment under it must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under 15 (a) is hereby excluded.

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[1] *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 in a freely convertible currency acceptable to the Purchaser.*

[2] *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 vary from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.*

_____
[Signature(s)]

*[**Note**: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]*

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 numbers**] ([insert **amount in words**])*[1] 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 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.

[1] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert **number**]* at *[insert **name and address of Applicant's bank**]*.

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]

4.5 Change Order 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 approve the Change Order for the work specified in Change Proposal No. [insert: number], and agree to adjust the Contract Price, Time for Completion, and/or other conditions of the Contract in accordance with GCC Clause 39 of the Contract.

1. Title of Change: [insert: name]
2. Request for Change No./Rev.: [insert: request number / revision]
3. Change Order No./Rev.: [insert: order number / revision]
4. Originator of Change: [select: Purchaser / Supplier; and add: name]

5. Authorized Price for the Change:

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

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

6. Adjustment of Time for Achieving Operational Acceptance: [insert: amount and description of adjustment]

7. Other effects, if any: [state: "none" or insert description]

For and on behalf of the Purchaser

Signed:

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

in the capacity of: [state: "Project Manager" or higher level authority in the Purchaser's organization]

For and on behalf of the Supplier

Signed:

Date: *[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]