BIDDING DOCUMENT (SINGLE-STAGE)

Original issued on: *27 January   2017*

Revised version issued on: 25 May 2018

(AMENDED VERSION II)

Supply and Installation of Integrated Front Office (IFO) Service Delivery Platform

IFB No: *AL-8521/G/ICB/1.06/2016*

Project: *Citizen Centric Service Delivery Project]*

Purchaser: Agency for the Delivery of Integrated Services in Albania (ADISA)

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SECTION I. INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Scope of Bid and Bidding Process

1.1 The Purchaser named in the BDS and the SCC for GCC Clause 1.1 (b) (i), or its duly authorized Purchasing Agent if so **specified in the BDS** (interchangeably referred to as "the Purchaser" in these Bidding Documents), invites bids for the supply and installation of the Information System (IS), as briefly **described in the BDS** and specified in greater detail in these Bidding Documents.

1.2 The title and identification number of the Invitation for Bids (IFB) and resulting Contract(s) are **provided in the BDS.**

1.3 Throughout the Bidding Documents, the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt, and the term "days" means calendar days unless a different meaning is evident from the context.

1.4 If the BDS so provides, alternative procedures forming part or all of what is commonly known as e-Tendering are available to the extent **specified in, or referred to by, the BDS.**

2. Source of Funds

2.1 The **Borrower named in the BDS** has applied for or received a loan or credit (as identified in the BDS, and called a "loan" in these Bidding Documents) from the International Bank for Reconstruction and Development or the International Development Association (called "the Bank" in these Bidding Documents) equivalent to the amount indicated in the BDS toward the cost of the Project specified in the BDS. The Borrower intends to apply a portion of the proceeds of this loan to eligible payments under the Contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower, or the Borrower's executing agency, and upon approval by the Bank in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.

3. Fraud and   3.1   It is the Bank's policy to require that Borrowers (including
  Corruption   beneficiaries of Bank loans), as well as bidders, suppliers, and
                                 contractors and their subcontractors under Bank-financed
                                 contracts, observe the highest standard of ethics during the
                                 procurement and execution of such contracts.[1] In pursuance of
                                 this policy, the Bank:

(a)   defines, for the purposes of this provision, the terms set
      forth below as follows:

(i)   "corrupt practice"[2] 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"[3] is any act or omission,
       including a misrepresentation, that knowingly or
       recklessly misleads, or attempts to mislead, a party
       to obtain a financial or other benefit or to avoid an
       obligation;

(iii) "collusive practice"[4] 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"[5] 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

       (aa) deliberately destroying, falsifying, altering or
            concealing of evidence material to the

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[1] In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement
     process or contract execution for undue advantage is improper.

[2] "Another party" refers to a public official acting in relation to the procurement process or contract execution]. In
     this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing
     procurement decisions.

[3] A "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or
     contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

[4] "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid
     prices at artificial, non competitive levels.

[5] A "party" refers to a participant in the procurement process or contract execution.

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

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.1 (e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;

(d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and

(e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, Bidders shall be aware of the provision stated in Clause 9.8 and Clause 41.2 of the General Conditions of Contract.

3.3 Any communications between the Bidder and the Purchaser related to matters of alleged fraud or corruption must be made in writing.

3.4 By signing the Bid Submission Form, the Bidder represents   that it either is the owner of the Intellectual Property Rights in the hardware, software or materials offered, or that it has proper authorization and/or license to offer them from the owner of such rights. For the purpose of this Clause, Intellectual Property Rights shall be as defined in GCC Clause 1.1 (c) (xvii).   Willful misrepresentation of these facts shall be considered a fraudulent practice subject to the provisions of Clauses 3.1 through 3.4 above, without prejudice of other remedies that the Purchaser may take.

4. Eligible Bidders

4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section III, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.

4.2 If a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, only those Bidders may participate that had been prequalified and continue to meet the eligibility criteria of this Clause. A prequalified Joint Venture may not change partners or its structure when submitting a bid.

4.3 A firm may be excluded from bidding if:

(a) it was engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, or other documents to be used for the procurement of the Information System described in these Bidding Documents; or

(b) it is a government-owned enterprise in the Borrower's country, unless it can establish that it (i) is legally and financially autonomous and (ii) operates under commercial law. No dependent agency of the Borrower or Sub-Borrower shall be permitted to bid.

4.4 A firm that has been determined to be ineligible by the Bank in relation to the Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall be not be eligible to be awarded a contract.

4.5 A firm or individual is or will be disqualified from   participation in this bidding if, at any time from advertisement of the bidding until and including contract award, the firm or individual is under:

(a)   a suspension by the Purchaser agreed by the Bank as a result of execution of a Bid-Securing Declaration pursuant to ITB Clause 17.6 in another Bank-financed procurement, or under a suspension by the Purchaser for other reasons that have been agreed by the Bank; or

(b)   a declaration of ineligibility by the Bank in accordance with ITB Clause 3.1 (d). The list of individuals and firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr/, or

(c)   a sanction imposed by the United Nations Security Council, as mentioned in ITB Clause 2.2.

4.6 A firm or other entity that is ineligible according to any of the above provisions of this Clause, may also not participate as a Joint Venture partner, or as Subcontractor for or supplier of goods, works or services. If a bid becomes materially incomplete after removing ineligible entities, the bid may be disqualified.

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Services

5.1   For the purposes of these Bidding Documents, the 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 supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational (collectively called "the Goods" in some clauses of the ITB); 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.

5.2   Funds from Bank loans are disbursed only for expenditures for an Information System made up of goods and services provided

by nationals of, and produced in or supplied from, eligible source countries as defined in Section III, Eligible Countries. 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.

5.3 For purposes of this clause, the nationality of the Bidder is distinct from the country in which the Information System and its goods components are produced or from which the related services are supplied.

6. Qualifications of the Bidder

6.1 By submission of documentary evidence in its bid, the Bidder must establish to the Purchaser's satisfaction:

(a) that it has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria **specified in the BDS,** and has a successful performance history. If a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Bidder shall, as part of its bid, update any information submitted with its application for prequalification;

(For the purposes of establishing a Bidder's qualifications, and unless stated to the contrary in the BDS, the experience and / or resources of any Subcontractor will not contribute to the Bidder's qualifications; only those of a Joint Venture partner will be considered.)

(b) that, in the case of a Bidder offering to supply key goods components of the Information System, as **identified in the BDS,** that the Bidder does not itself produce, the Bidder is duly authorized by the producer to supply those components in the Purchaser's country under the Contract(s) that may result from this bidding; (This will be accomplished by including Manufacturer's Authorizations in the bid, based on the sample found in Section VII.)

(c) that, if a Bidder proposes Subcontractors for key services if and as **identified in the BDS,** these Subcontractors have agreed in writing to serve for the Bidder under the Contract(s) that may result from this bidding; and

(d)   that, in the case of a Bidder not doing business within   the Purchaser's country, the Bidder is or will be (if awarded the Contract) represented by an Agent in that country who is equipped and able to carry out the Bidder's maintenance, technical support, training, and repair obligations prescribed in the General and Special Conditions of Contract, and/or Technical Requirements.

6.2   Bids submitted by a Joint Venture of two or more firms as partners shall also comply with the following requirements:

(a)   the bid shall be signed so as to be legally binding on all partners;

(b)   one of the partners shall be nominated as being in charge, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;

(c)   the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture, and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;

(d)   the partner or combination of partners that is responsible for a specific component of the Information System must meet the relevant minimum qualification criteria for that component;

(e)   a firm may submit bids either as a single Bidder on its own, or as partner in one, and only one, Joint Venture. If, as a result of the bid opening pursuant to ITB Clause 24, this requirement is not met, all bids involving the firm as a single Bidder or Joint Venture partner will be disqualified;

(f)   all partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under ITB Clause 6.2 (b) above, in the bid as well as in the Contract (in case of a successful bid).

6.3   If a Bidder intends to subcontract major items of supply or services, it shall include in the bid details of the name and nationality of the proposed Subcontractor for each of those items and shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB Clause 4, and that any Goods or Services components of the Information System to be provided by the Subcontractor comply with the requirements of ITB Clause 5 and the related evidence required.

by ITB Clause 13.1 (e) (iii) is submitted. Bidders are free to list more than one Subcontractor against each item. Quoted rates and prices will be deemed to apply, whichever Subcontractor is appointed, and no adjustment of the rates or prices will be permitted. The Purchaser reserves the right to delete any proposed Subcontractor from the list. This shall be done prior to Contract signature, by deleting such unacceptable Subcontractors from Appendix 3 to the Contract Agreement, which shall list the approved Subcontractors for each item prior to Contract signature. Subsequent additions and deletions from the list of approved Subcontractors shall be performed in accordance with GCC Clause 20 (as revised in the SCC, if applicable) and Appendix 3 to the Contract Agreement.

For the purposes of these Bidding Documents, a Subcontractor is any vendor or service provider with whom the Bidder contracts for the supply or execution of any part of the Information System to be provided by the Bidder under the Contract (such as the supply of major hardware, software, or other components of the required Information Technologies specified, or the performance of related Services, e.g., software development, transportation, installation, customization, integration, commissioning, training, technical support, maintenance, repair, etc.).

6.4 A firm which is a Bidder, whether as a single Bidder or as a partner in a Joint Venture, cannot be a Subcontractor in other bids, except for the supply of commercially available hardware or software by the firm, as well as purely incidental services such as installation/configuration, routine training, and ongoing maintenance/support. If the BDS for ITB Clause 6.1 (a) allows the qualification of Subcontractors nominated for certain components to be taken into account in assessing the Bidder's overall qualifications, any Subcontractor so nominated by any Bidder is automatically disqualified from being a Bidder itself or a partner in a Joint Venture. The same will normally apply to firms that have provided Subcontractor agreements for certain services pursuant to ITB Clause 6.1 (c). Non-compliance may result in the rejection of all bids in which the affected firm participates as Bidder or as partner in a Joint Venture. As long as in compliance with these provisions, or as long as unaffected by them due to not participating as Bidder or as partner in a Joint Venture, a firm may be proposed as a Subcontractor in any number of bids. If the BDS for ITB 28.1 permits the submission of bids for Subsystems, lots, or slices, then the provisions of this Clause 6.4 apply only to bids for the same Subsystem(s), lot(s), or slice(s).

7. Cost of Bidding   7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs.

8. Site Visit

8.1 The Bidder may wish to visit and examine the site or sites of the Information System and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

8.2 The Purchaser will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Purchaser adequate notice of a proposed visit of at least fourteen (14) days. Alternatively, the Purchaser may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 10.2. Failure of a Bidder to make a site visit will not be a cause for its disqualification.

8.3 No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

B. THE BIDDING DOCUMENTS

9. Content of Bidding Documents

9.1 The contents of the Bidding Documents are listed below and should be read in conjunction with any addenda issued in accordance with ITB Clause 11:

Section I	Instructions to Bidders (ITB)
Section II	Bid Data Sheet (BDS)
Section III	Eligible Countries for the Provision of Goods, Works, and Services in Bank-Financed Procurement
Section IV	General Conditions of Contract (GCC)
Section V	Special Conditions of Contract (SCC)
Section VI	Technical Requirements (including Implementation Schedule)
Section VII	Sample Forms

9.2 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the   Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

9.3 The Invitation for Bids is not formally part of the Bidding Documents and is included for reference only. In case of inconsistencies, the actual Bidding Documents shall prevail.

10. Clarification of Bidding Documents and Pre-bid Meeting

10.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's address and by one of the means **indicated in the BDS.** Similarly, if a Bidder feels that any important provision in the documents will be unacceptable, such an issue should be raised as soon as possible. The Purchaser will respond in writing to any request for clarification or modification of the Bidding Documents that it receives no later than twenty-one (21) days prior to the deadline for submission of bids prescribed by the Purchaser. Copies of the Purchaser's response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the Purchaser.

10.2 When **specified in the BDS,** the Purchaser will organize and Bidders are welcome to attend a pre-bid meeting at the time and place **indicated in the BDS**. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Bidders are requested to   submit any questions in writing to reach the Purchaser not later than one week before the meeting. Questions and answers will be transmitted in accordance with ITB Clause 10.1. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those that received the Bidding Documents from the Purchaser. Any modification to the Bidding Documents listed in ITB Clause 9.1, which may become necessary as a result of the pre-bid meeting, shall be made by the Purchaser exclusively by issuing an Addendum pursuant to ITB Clause 11 and not through the minutes of the pre-bid meeting.

11. Amendment of Bidding Documents

11.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones.

11.2 Amendments will be provided in the form of Addenda to   the Bidding Documents, which will be sent in writing to   all prospective Bidders that received the Bidding Documents from the Purchaser. Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.

11.3 In order to afford prospective Bidders reasonable time in   which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, in which case, the Purchaser will notify all Bidders in writing of the extended deadline.

C. PREPARATION OF BIDS

12. Language of Bid

12.1 The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Purchaser shall be written in the **language specified in the BDS,** or, if the BDS so provides, in either one of two languages specified there. Any printed literature furnished by the Bidder as part of its bid may be in a language not specified in the BDS, as long as such literature is accompanied by a translation of its pertinent passages into the language of the bid, in which case, for purposes of interpretation of the bid, the translation shall govern.

13. Documents Comprising the Bid

13.1 The bid submitted by the Bidder shall comprise:

(a) Bid Submission Form completed and signed by a person or persons duly authorized to bind the Bidder to the Contract;

(b) all Price Schedules duly completed in accordance with ITB Clauses 14, 15, and 18 and signed by a person or persons duly authorized to bind the Bidder to the Contract;

(c) if required, Bid-securing Declaration or Bid Security furnished in accordance with ITB Clause 17;

(d) written confirmation authorizing the signatory of the bid to commit the Bidder, in accordance with ITB Clause 19.2;

(e) Attachments:

(i) Attachment 1: Bidder's Eligibility

In the absence of prequalification, documents

establishing to the Purchaser's satisfaction the Bidder's eligibility to bid, including but not limited to documentary evidence that the Bidder is legally incorporated in a territory of an eligible source country as defined under ITB Clause 4;

(ii) Attachment 2: Bidder's Qualifications

Documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 6, that the Bidder is qualified to perform the Contract if its bid is accepted. In the case where prequalification of Bidders has been undertaken, and pursuant to ITB Clause 6.1 (a), the Bidder must provide evidence on any changes in the information submitted as the basis for prequalification or, if there has been no change at all in said information, a statement to this effect;

Any Manufacturer's Authorizations and Subcontractor

agreements specified as required in the BDS for ITB Clauses 6.1 (b) and 6.1 (c);

(iii)   Attachment 3: Eligibility of Goods and Services

Documents establishing, to the Purchaser's satisfaction, that the Goods and Services components of the Information System to be supplied, installed, and/or performed by the Bidder are eligible Goods and Services as defined under ITB Clause 5. If awarded the Contract, the Bidder shall submit for such components of the Information System evidence of eligibility, which shall be confirmed by a certificate of origin issued at the time of shipment;

(iv)   Attachment 4: Conformity of the Information System to the Bidding Documents

Documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 16, that the Goods and Services components of the Information System to be supplied, installed, and/or performed by the Bidder conform to the Bidding Documents;

(v)   Attachment 5: Proposed Subcontractors

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

(vi)   Attachment 6: Intellectual Property A list of:

(1) all Software included in the Bidder's bid, assigning each item to one of the software categories defined in GCC Clause 1.1 (c):

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

(B) Standard and Custom Software.

(2) all Custom Materials, as defined in GCC Clause

1.1 (c), included in the Bidder's 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 System).

14. Bid Prices   14.1 All Goods and Services identified in the Supply and Installation Cost Sub-Table and the Recurrent Cost Sub-Table in Section VII (Forms 2.5 and 2.6), and all other Goods and Services proposed by the Bidder to fulfill the requirements of the Information System, must be priced separately in the format of the same tables and summarized in the corresponding Cost Summary Tables in the same Section. Prices must be quoted in accordance with the instructions provided in Section VII for the various cost tables, in the manner specified below.

14.2 The price of items that the Bidder has left blank in the cost tables provided in Section VII 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 evaluation in accordance with ITB Clause 28.6 (c) (iii).

14.3 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 VI, 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.

14.4 The prices for Goods components of the 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, and quoted in the appropriate columns of the cost tables of Section VII 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 BDS**. 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:

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 Clause 14.5, 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 Clause 14.4 (a) specifies CIP, and the named places of destination are the Project Sites.

14.5 The price of Services shall be quoted in total for each service (where appropriate, broken down into unit prices), separated into their local and foreign currency components. 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. 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).

14.6 Prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in SCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xii), shall be quoted as Service prices in accordance with ITB Clause 14.5 on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals. 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 System and, if appropriate, of the Bidder's own allowance for price increases.

14.7 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.

15. Bid Currencies

15.1 Prices shall be quoted in the following currencies:

(a) The Bidder may quote its prices for all Information Technologies, associated Goods, and Services to be supplied from outside the Purchaser's Country in the currencies of countries eligible according to Section III. If the Bidder wishes to be paid in a combination of different currencies, it must quote unit prices accordingly, but no more than three foreign currencies may be used.

(b) Unless otherwise **specified in the BDS,** the Bidder shall express its prices for such Information Technologies, associated Goods, and Services to be supplied locally (i.e., from within the Purchaser's Country) in the currency of the Purchaser's Country.

16. Documents Establishing the Conformity of the Information System to the Bidding Documents

16.1 Pursuant to ITB Clause 13.1 (e) (iv), 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 supply and install under the Contract.

16.2 The documentary evidence of conformity of the Information System to the Bidding Documents shall be in the form of written descriptions, literature, diagrams, certifications, and client references, including:

(a)   the Bidder's technical bid, i.e., a detailed description of the Bidder's proposed technical solution conforming in all material aspects with the Technical Requirements (Section VI) and other parts of these Bidding Documents, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed Information System;

(b)   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 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;

(c)   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 Plan should include a detailed

Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the Contract. 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;

(d)   a 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.

16.3 For purposes of the commentary to be furnished pursuant to ITB Clause 16.2 (b), the Bidder shall note that references to brand names or model numbers or national or proprietary standards designated by the Purchaser in its Technical Requirements are intended to be descriptive and not restrictive. Except where explicitly **prohibited 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.

17. Securing the Bid

17.1 The BDS for this Clause specifies whether bids must be secured, and if so, whether by a Bid-Securing Declaration or by a Bid Security. If a Bid Security is required or optional, the **BDS also specifies the amount.**

17.2 Securing the bids shall be substantially in accordance with the related sample forms included in Section VII or other forms approved by the Purchaser prior to bid submission. Bids must remain secured for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 18.2. In case of a Bid Security, it shall also:

(a)   at the Bidder's option, be in the form of either a certified check, letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;

(b)   be issued by a reputable institution selected by the Bidder and located in any eligible country; if the institution issuing the security is located outside the Purchaser's Country, it shall have a correspondent financial institution located in the Purchaser's Country to make the security enforceable;

(c)   be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 17.6 is/are invoked;

(d)   be submitted in its original form; copies will not be accepted.

17.3 The Bid-Securing Declaration or the Bid Security of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid provided the Joint Venture has legally been constituted, or else it shall be issued in the name of all partners proposed for the Joint Venture in the bid. Sanctions due to a breach of the terms of a Bid-Securing Declaration pursuant to ITB Clause 17.6 will apply to all partners to the Joint Venture.

17.4 If a Bid-Securing Declaration or Bid Security is required in accordance with ITB Clause 17.1, any bid not accompanied by a substantially acceptable Bid-Securing Declaration or Bid Security in accordance with ITB Clauses 17.2 and 17.3, shall be rejected by the Purchaser as non-responsive.

17.5 Unless executed or forfeited pursuant to ITB Clause 17.6, Bid-Securing Declarations, if any, will expire for, or Bid Securities, if any, will be returned as promptly as possible to,

(a)   all Bidders upon annulment of the bidding pursuant to ITB Clause 34;

(b)   Bidders refusing a request to extend the period of validity of their bids pursuant to ITB Clause 18.2;

(c)   the successful Bidder once it has signed the Contract Agreement and furnished a valid Performance Security as required;

(d)   the unsuccessful Bidders at the same time as in (c), that is, when they are informed about the successful establishment of the contract with the successful Bidder.

17.6   The Bid-Securing Declaration, if any, may be executed, or the Bid Security, if any, may be forfeited:

(a)   if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form or any extension of validity the Bidder has agreed to pursuant to ITB Clause 18.2; or

(b)   in the case of the successful Bidder, if the Bidder fails to:

(i)   sign the Contract Agreement in accordance with ITB Clause 36; or

(ii)   furnish the Performance Security in accordance with ITB Clause 37.

17.7   If a bid security is **not required in the BDS**, and

(a)   if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or

(b)   if the successful Bidder fails to: sign the Contract in accordance with ITB 36; or furnish a performance security in accordance with ITB 37;

the Borrower may**, if provided for in the BDS,** declare the Bidder disqualified to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

18. Period of Validity of Bids

18.1   Bids shall remain valid, at a minimum, for the period **specified in the BDS** after the deadline date for bid submission prescribed by the Purchaser, pursuant to ITB Clause 21. A bid valid for a shorter period shall be rejected by the Purchaser as non- responsive. For the convenience of Bidders, the BDS spells out the minimal original expiration dates for the validity of the bid and, if applicable pursuant to ITB Clause 17.1, for securing the bid. However, Bidders are responsible for adjusting the dates in the BDS in accordance with any extensions to the deadline date of bid submission pursuant to ITB Clause 21.2.

18.2   In exceptional circumstances, prior to expiry of the bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking execution of the Bid-Securing Declaration or forfeiting the Bid Security, but in this case the bid will be out of the competition for the award. Except as provided in ITB Clause 18.3, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period, pursuant to ITB Clause 17.2.

18.3   In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the contract price will be adjusted as specified in the request for extension. Bid evaluation will be based on the bid prices without taking into consideration the above correction.

19. Format and Signing of Bid

19.1   The Bidder shall prepare an original and the number of copies/sets of the bid **specified in the BDS,** clearly marking each one as "ORIGINAL BID," "COPY NO. 1," "COPY NO. 2," etc., as appropriate. In the event of any discrepancy between them, the original shall govern.

19.2   The original and all copies of the bid, each consisting of the documents listed in ITB Clause 13.1, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing and included in the bid pursuant to ITB Clause 13.1 (d). The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

19.3   The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

19.4   The Bidder shall furnish in the Bid Submission Form (a sample of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this procurement and to the execution of the Contract should the Bidder be successful.

D. SUBMISSION OF BIDS

20. Sealing and Marking of Bids

20.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "COPY NO. *[number]*." The envelopes shall then be sealed in an outer envelope.

20.2 The inner and outer envelopes shall

(a)   be addressed to the Purchaser at the address **given in the BDS,** and

(b)   bear the loan/Project name indicated in the BDS for ITB Clause 2.1, the Invitation for Bids title and number,   and the Contract name(s), as indicated in the BDS for ITB Clause 1.2, and the statement "DO NOT OPEN   BEFORE *[time and date]*," to be completed with the time and date specified in the BDS for ITB Clause 24.1.

20.3 The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late."

20.4 If the outer envelope is not sealed and marked as required by ITB Clause 20.2 above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. If the outer envelope discloses the Bidder's identity, the Purchaser will not guarantee the anonymity of the bid submission, but this disclosure will not constitute grounds for bid rejection.

21. Deadline for Submissio n of Bids

21.1 Bids must be received by the Purchaser at the address   specified in the BDS for ITB Clause 20.2 no later than the time and date **stated in the BDS.**

21.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB Clause 11.3, in which case all rights and obligations of the Purchaser and Bidders will thereafter be subject to the deadline as extended.

22. Late Bids

22.1 Any bid received by the Purchaser after the bid submission deadline prescribed by the Purchaser in the BDS for ITB Clause 21, will be rejected and returned unopened to the Bidder.

23. Withdrawal, Substitution, and Modification of Bids

23.1 The Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the Purchaser prior to the deadline prescribed for bid submission. All notices must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 19.2.

23.2 All notices of withdrawal, substitution, or modification shall

(a) be addressed to the Purchaser at the address named in the BDS for ITB Clause 20.2 (a), and

(b) bear the Contract name, the IFB Title and IFB Number, and the words "BID WITHDRAWAL NOTICE", BID SUBSTITUTION NOTICE", or "BID MODIFICATION NOTICE".

23.3 A notice may also be sent by electronic means such as fax or e-mail, but in this case must include a scan of the mailing receipt showing both the sender's and receiver's addresses for the signed hardcopy of the notice, and a scan of the power of attorney.

23.4 Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned unopened to the Bidders. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.

23.5 The substitution or modification of the bid shall be prepared, sealed, marked, and dispatched as follows:

(a) The Bidders shall provide an original and the number of copies specified in the BDS for ITB Clause 19.1 of any substitution or modification to its bid, clearly identified as such, in two inner envelopes duly marked "BID SUBSTITUTION -- ORIGINAL" or "BID MODIFICATION -- ORIGINAL" and "BID SUBSTITUTION -- COPIES" or "BID MODIFICATION -- COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "BID SUBSTITUTION" or "BID MODIFICATION".

(b) Other provisions concerning the marking and dispatch of a bid substitution or modification shall be in accordance with ITB Clauses 20.2, 20.3, and 20.4.

23.6 No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in the

execution of the Bid-Securing Declaration, if any, or forfeiture of the Bid Security, if any, pursuant to ITB Clause 17.6.

E. BID OPENING AND EVALUATION

24. Opening of Bids by Purchaser

24.1 The Purchaser will open all bids, including withdrawals, substitutions, and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place **specified in the BDS**. Bidders' representatives shall sign a register as proof of their attendance.

24.2 First, envelopes marked "BID WITHDRAWAL NOTICE" 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. Next, envelopes marked "BID SUBSTITUTION NOTICE" 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. Envelopes marked "BID MODIFICATION NOTICE" 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.

24.3 Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total bid price including any unconditional discounts, and, if applicable, the prices and unconditional discounts for Subsystems, lots, or slices; the presence or absence of a Bid-Securing Declaration or a Bid Security if one was required; any conditional discounts offered for the award of more than one Subsystem, lot, or slice, if the BDS for ITB Clause 28.1 permits such discounts to be considered in the bid evaluation; and any other such details as the Purchaser may consider appropriate.

24.4   Bids and modifications that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. These bids, including any bids validly withdrawn in accordance with ITB Clause 24.2, will promptly be returned, unopened, to their Bidders.

24.5   The Purchaser will prepare minutes of the bid opening, including the information disclosed to those present in accordance with ITB Clause 24.3. The minutes will promptly be distributed to all Bidders that met the deadline for submitting bids.

25. Clarification of Bids

25.1   During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change.in the price or substance of the bid shall be sought, offered, or permitted.

26. Preliminary Examination of Bids

26.1   The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. In the case where a prequalification process has been 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 structure of the Joint Venture are unchanged from those in the prequalification.

26.2   Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between added or subtracted subtotals and totals, the unit or subtotal price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit or subtotal prices, in which case the line item total as quoted shall govern and the unit price or sub-total shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail, unless the discrepancy is the result of a typo/error for which the correction is self-evident to the Purchaser. If the Bidder with the Lowest Evaluated Bid does not accept the correction of errors, the bid shall be rejected.

26.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

26.4 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionalities, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Information System; or (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; or (iii) the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.
26.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of bid responsiveness will be based on the contents of the bid itself.

27. Conversion to Single Currency

27.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in various currencies and amounts into a single currency **specified in the BDS**, using the selling exchange rate established by the source and on the date also **specified in the BDS.**

28. Evaluation and Comparison of Bids

28.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 26. The evaluation will be performed assuming either that:

(a) the Contract will be awarded to the lowest evaluated Bidder 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 lowest combined evaluated price 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. However, such discounts will only be considered in the price evaluation if so **confirmed in the BDS.**

28.2 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 Clauses 26.3 and 26.4 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 for ITB Clause 28.1, the individual Subsystem, lot or slice bid on; 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 Clause 31.2.

28.3 The Purchaser's evaluation of a bid will be made on the basis of prices quoted in accordance with ITB Clause 14 (Bid Prices).

28.4 If **indicated by the BDS,** the Purchaser's evaluation of responsive bids will take into account technical factors, in addition to cost factors. 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 highest among all responsive bids

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

The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award, provided the Bidder was prequalified and/or it was found to be qualified to perform the Contract in accordance with ITB Clause 31 (Postqualification).

28.5   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), that cannot be reduced to life-cycle costs or pass/fail criteria, the Total Technical Points assigned to each bid in the Evaluated Bid Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the bid in accordance with the criteria set forth below.

(a)   The technical features to be evaluated are generally defined below and specifically **identified in the BDS:**

(i)   Performance, capacity, or functionality features that

either exceed levels specified as mandatory in the Technical Requirements; and/or influence the life-cycle cost and effectiveness of the Information System.

(ii)   Usability features, such as ease of use, ease of administration, or ease of expansion, which influence the life-cycle cost and effectiveness of the Information System.

(iii)   The quality of the Bidder's Preliminary Project Plan as evidenced by the thoroughness, reasonableness, and responsiveness of: (a) the task and resource schedules, both general and specific, and (b) the proposed

arrangements for management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified by the Purchaser in Section VI (Technical Requirements) or proposed by the Bidder based on the Bidder's experience.

(b)   Feature scores will be grouped into a small number of evaluation categories, generally defined below and specifically **identified in the BDS**, namely:

(i)   The technical features that reflect how well the Information System meets the Purchaser's Business Requirements (including quality assurance and risk-containment measures associated with the implementation of the Information System).

(ii)   The technical features that reflect how well the Information System meets the System's Functional Performance Standards.

(iii)   The technical features that reflect how well the Information System meets the General Technical Requirements for hardware, network and communications, Software, and Services.

(c)   As **specified in the BDS,** each category will be given a weight and within each category each feature may also be given a weight.

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

(e)   The score for each feature (i) within a category (j) will be combined with the scores of features in the same category as a weighted sum to form the Category Technical Score using the following formula:

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

where:

t_{ji} = the technical score for feature "i" in category "j"

w_{ji} = the weight of feature "i" in category "j"

k = the number of scored features in category "j"

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

(f)   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 $\sum_{j=1}^{n} W_j = 1$

28.6   The Evaluated Bid Price (C) for each responsive bid will be determined as the sum of the Adjusted Supply and Installation Costs (P) plus the Recurrent Costs (R);

where the Adjusted Supply and Installation Costs (P) are determined as:

(a)   The price of the hardware, Software, related equipment, products, Materials and other Goods offered from within or from outside the Purchaser's Country, in accordance with ITB 14.4; plus

(b)   The total price for all software development, transportation, insurance, installation, customization, integration, Commissioning, testing, training, technical support, repair, and other Services, in accordance with ITB 14.5;

(c)   with adjustments for:

(i)   Deviations proposed to the Implementation Schedule in the Technical Requirements resulting in delayed completion of the entire Information System, if **permitted in the BDS** and provided they do not exceed the maximum permissible delay period **specified in the BDS.** For evaluation purposes, a pro rata increase of the total Supply and Installation Costs will be added using the percentage(s) **specified in the BDS** for each week of delay. Bids offering deliveries beyond the maximum permissible delay specified may be rejected.

(ii)   Deviations taken to the Contract payment schedule specified in the SCC. If deviations are **permitted in the BDS**, for evaluation purposes the total Supply and Installation Costs will be increased pro rata by the amount of interest that could otherwise be earned on the amount of any payments that would fall due under the proposed schedule earlier than the schedule stipulated in the SCC, at the interest rate **specified in the BDS.**

(iii)   Goods and Services that are required for the Information System but have been left out or are necessary to correct minor deviations of the bid will be added to the total Supply and Installation Costs using costs taken from the highest prices from other responsive bids for the same Goods and Services, or

in the absence of such information, the cost will be estimated at prevailing list prices. If the missing Goods and Services are a scored technical feature, the relevant score will be set at zero.

(iv)   Corrections to errors in arithmetic, in accordance with ITB Clause 26.2.

(v)   Any discounts offered for the award of more than one Subsystem, lot, or slice, if the BDS for ITB Clause 28.1 permits the consideration of discounts in the price evaluation.

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

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

where

N = number of years of the Warranty Period, defined in SCC Clause 29.4

M = number of years of the Post-Warranty Services Period, as defined in SCC Clause 1.1.(e) (xii)

x = an index number 1, 2, 3, ... N + M representing each year of the combined Warranty Service and Post-Warranty Service Periods.

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.**

29. Domestic Preference

29.1   No margin of domestic preference will apply.

30. Contacting the Purchaser

30.1   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 bid, it should do so in writing.

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

F. POSTQUALIFICATION AND AWARD OF CONTRACT

**31. Post-
    qualification**

31.1 The Purchaser will determine at its own cost and to its satisfaction whether the Bidder (including Joint Venture Partners, and any Subcontractors for which the BDS for ITB Clause 6.1 (a) permits that their qualifications count towards the required Bidder qualifications) that is selected as having submitted the Lowest Evaluated Bid is qualified to perform the Contract satisfactorily, in accordance with ITB Clause 6. If a prequalification process was undertaken for the Contract(s) for which these Bidding Documents were issued, the Purchaser will determine in the manner described above that no material changes have occurred after the prequalification that negatively affect the ability of the Bidder that has submitted the Lowest Evaluated Bid to perform the Contract.

31.2 Pursuant to ITB Clauses 6 and 16, and as additionally may be **specified in the BDS**, the determination will evaluate the Bidder's financial, technical, design, integration, customization, production, management, and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualifications, 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, site inspections, and any other measures. If so **specified in the BDS,** at the time of postqualification the Purchaser may also carry out tests to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements.

31.3 An affirmative postqualification determination will be a prerequisite for award of the Contract to the Lowest Evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

32. Award Criteria

32.1 Subject to ITB Clause 34, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and the Lowest Evaluated Bid, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily, pursuant to ITB Clause 31.

33. Purchaser's Right to Vary Quantities at Time of Award

33.1 The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage(s) **indicated in the BDS,** any of the following:

(a)   the quantity of substantially identical Subsystems; or

(b)   the quantity of individual hardware, Software, related equipment, Materials, products, and other Goods components of the Information System; or

(c)   the quantity of Installation or other Services to be performed,

from that originally specified in the Technical Requirements (as amended by any Addenda issued pursuant to ITB Clause 11), without any change in unit prices or other terms and conditions.

34. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

34.1 The Purchaser reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

35. Notification of Award

35.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted.

35.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

35.3 The Purchaser shall promptly publish in UNDB online and in dgMarket the results, identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a bid; (ii) bid prices as read out at bid opening; (iii) name, evaluated price and, if the bidding conditions included scoring for technical quality, the technical score of each bid that was evaluated; (iv) name of Bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may make a request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

35.4 Upon the successful Bidder furnishing the signed Contract Agreement and the Performance Security pursuant to ITB Clause 37, the Purchaser will promptly notify each unsuccessful Bidder, and will discharge all remaining Bid Securities, if any, as provided in ITB Clause 17.5 (c) and (d).

36. Signing of Contract

36.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

36.2 As soon as practically possible, but no more than twenty-eight (28) days following receipt of the Contract Agreement, the successful Bidder shall sign and date it, and return it to the Purchaser.

37. Performance Security

37.1 As soon as practically possible, but no more than twenty-eight (28) days following receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using the Performance Security form provided in the Bidding Documents or another form acceptable to the Purchaser.

37.2 Failure of the successful Bidder to comply with the requirements of ITB Clause 36 or ITB Clause 37.1 shall constitute sufficient grounds for the annulment of the award and, if and as applicable, execution of the Bid-Securing Declaration or forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids.

38. Adjudicator

38.1 Unless otherwise **stated in the BDS**, 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 6. 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 Submission 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 6.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.

SECTION II. BID DATA SHEET (BDS)

Bid Data Sheet

The following specific information relating to the System to be procured and the procurement procedures that will be used shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the   provisions in the Bid Data Sheet (BDS) shall prevail over those in the ITB.

A. GENERAL

ITB 1.1	Name of Purchaser: Agency for the Delivery of Integrated Services in Albania (ADISA) Description of the System for which bids are invited: **Integrated Front Office (IFO) Service Delivery Platform** The objective of this project is the establishment of the integrated nationwide model based on a centralize web based system for improving public service delivery.
ITB 1.2	Title of IFB: Supply and Installation of Integrated Front Office (IFO) Service Delivery Platform Number of IFB: *ALB-8521/G/ICB/1.06/2016*
ITB 1.4	Alternative e-Tendering procedures **are not** available in this procurement.
ITB 2.1	Name of the Borrower: *Government of Albania* Loan or credit number: *ALB-8521* Name of Project: *Citizen Centric Service Delivery Project*

ITB 3.1	The provisions in ITB 3.1 are replaced with the following, including relevant footnotes:
	3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.[1] In pursuance of this policy, 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;[2]
	(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[3]
	(iii) "collusive practice" is an arrangement between two or more parties[4] 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;[5]
	(v) "obstructive practice" is:
	(aa) 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

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[1] *In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, subcontractors, sub-consultants, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.*

[2] *"Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.*

[3] *"Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.*

[4] *"Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non- competitive levels.*

[5] *"Party" refers to a participant in the procurement process or contract execution.*

	(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.2 below. (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question; (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur; and (d) will sanction a firm or an individual, at any time, in accordance with prevailing Bank's sanctions procedures[6], including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time:(i) to be awarded a Bank-financed contract; and (ii) to be a nominated[7] subcontractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.
ITB 3.2	The provision in ITB 3.2 is replaced with the following: In further pursuance of this policy, Bidders shall permit the Bank to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Bank.
ITB 3.3	The provision in ITB 3.3 is replaced with the following: Furthermore, Bidders shall be aware of the provision stated in Clause 9.8 and Clause 41.2 in the General Conditions of Contract.

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[6] *A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: (i) temporary suspension in connection with an ongoing sanctions proceeding; (ii) cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (iii) the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption.*

[7] *A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are   used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its prequalification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Borrower.*

ITB 4.3	The provisions in ITB 4.3 are replaced with the following:
	A firm that has been sanctioned by the Bank in accordance with the above ITB Clause 3.1 (d), or in accordance with the Bank's Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants, shall be ineligible to 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 determine. The list of debarred firms is available at the electronic address specified in the BDS (http://www.worldbank.org/debarr).

ITB 6.1 (a)	Qualification requirements for Bidders are:
	(i) Experience
	i. During the past 5 years, at least two (2) customer references, with at least one (1) in the Government institutions, who have successfully deployed systems similar to the IFO system, and one (1) in large enterprises in public or private sector. Similar projects will be considered as the projects similar in size and led by the bidder or JV partners as main contractor(s), with the following scope: (a) Integrated online public service (e-service) delivery management; (b) process-oriented composition and distribution of documents; (c) Business Intelligence and reporting; (d) Case Management; and (e) Electronic Documents management. - (references as "subcontractors" will be not allowed for the bidders or JV partners).
	ii. ISO Certification: The bidding company must hold a valid ISO 9001 certification;
	iii. The Bidder must provide a full description of his company profile including scope and size of his activities, copies of original documents defining the constitution of legal status, place of registration and principal place of business of the company or firm.
	iv. The bidding company must have a valid partnership for supply and service delivery with the hardware vendor company which brand is being offered.
	v. The bidding company must be certified in the relational database technology of the system that is being offered.
	vi. The bidding company must have a valid partnership for supply and service delivery with hardware vendor company which brand is being offered and authorized for Albania territory.
	In case of a Joint Venture, all partners combined must meet requirement
	(ii) Financial capacity:
	The Bidder must demonstrate average annual turnover of at least a minimum figure of **2,000,000 Eur** (two million) equivalents, calculated as total certified payments received for contracts in progress or completed, in the last three (3) years (2015, 2016, 2017).
	(iii) Bidder shall demonstrate availability of liquid assets of at least 300,000 EURO.

Bidder must demonstrate technical competencies with at least sixteen (16) IT staff members/consultant certified in the following fields, combined to fulfill the following requirements. (One staff member/consultant could play the role of more than one specialist when holding the required certificates as below).

- One (1) Project Manager with at least 7 years of proven experience in the relevant field, holding a valid certification of **ITIL** (Information Technology Infrastructure Library) **and PMP (**Project Management Professional, PMI institute**)** or equivalent. The Project Manager shall be available in Albania during the whole project timeline (44 weeks).
- One (1) Deputy Project Manager with at least 5 years of proven experience in the relevant field, holding a valid certification of **ITIL and PMP** (PMI institute) or equivalent. The Deputy Project Manager shall be available during the whole project timeline due to the complexity and number of stakeholders and services to be implemented during the project.
- One (1) Business Analyst and Software Architect with a minimum of 5 years of experience in the relevant field.
- One (1) specialist for the implementation of the Servers and Storage equipment holding the architect level of certification.
- Two (2) specialist certified for managing and administering the relational database technology;
- Two (2) specialist certified with professional level for service oriented architecture non vendor related,
- Ten (10) specialists certified (MCPD) or Java developers holding a certification from Microsoft or Oracle or IBM.
- Three (3) specialists certified for Microsoft BizTalk from Microsoft which is the core component of the Government Gateway.
- One (1) networking specialist holding a valid (CCNP) Routing, and Switching certification in order to support the project team in the integration process with the NAIS network infrastructure which is based on Cisco technologies.
- One (1) networking specialist holding a valid (CCNP) Security certification in order to support the project team in the integration process with the NAIS network infrastructure which is based on Cisco technologies.
- One (1) specialist holding valid certification on Professional level for IP telephony system.
- Two (2) specialists certified with professional level for Service Oriented Architecture, non-vendor related

(v) If the bidder is a Joint Venture, all partners combined must meet the qualifications requirement and all partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract. For the partner in charge (leader of the Joint Venture) the average annual turnover must not be less than 40% of the total required annual turnover and for each other partners the average annual turnover must not be less than 25% of the total.

ITB 6.1 (b)	Manufacturer's Authorizations for Information Technologies – except for those technologies which the Bidder itself manufactures are required for the following types/categories: - *Equipment for building the hardware infrastructure; Servers, Storage, Rack, UPS-es* - *Commercial Off the Shelve and Standard Software*
ITB 6.1 (c)	If the Bidder proposes to use Subcontractors for the provision of certain key services, written agreements by the proposed firms to provide these services in case of contract(s) resulting from this bidding are required for all type of applicable key services. The following types/categories of services: None of applicable key services including Commercial off-the-Shelf (COTS) software, Software customization, training, hardware and warranty and post-warranty maintenance services are allowed for subcontracting.

B. THE BIDDING DOCUMENTS

ITB 10.1	Purchaser's address:
	Project Management Unit
	Blvd: Zhan d'Ark, N.33,
	Ish shtepia e oficerave,
	Kati V-te, Tirana, Albania
	1004
	Attn: Mr. Roland Larashi, Project Manager
	emails: roland.larashi@adisa.gov.al;
	and also fiorentina.jorgji@adisa.gov.al
	Tel: +35566619138
ITB 10.2	Dates, times, and places for the pre-bid meeting:
	(June 22, 2018, 11.00 Albania time)
	ADISA premises,
	Bulevardi Zhan d'Ark
	Ish Hoteli oficerave, Tirane
	5th floor

C. PREPARATION OF BIDS

ITB 12.1	The language of the bid and of all correspondence and documents related to it is: English.
	The bidders should provide Copies of original documents which confirm the legal status and qualification of the Bidder. (Certified documents may be requested only to the successful bidder, before contract signing;) If the original documents are not in English language, these should be accompanied by an accurate translation into English. Only those documents which confirm the legal status and qualification of the bidder must be confirmed by an authorized translator. Authorized translation does not necessarily mean certified translation by a translator and/or a notary authorized by the competent organs of the Republic of Albania.
ITB 14.1	Recurrent cost items are *not* required and will **not** be included in the total bid price.
ITB 14.4	The Incoterms edition is Incoterms 2010 - ICC Official Rules for the Interpretation of Trade Terms, published in September 2010 by the International Chamber of Commerce (ICC), 33-43 avenue du Président Wilson, 75116 Paris, France.
ITB 14.4 (a)	For foreign goods priced on a CIP (named place of destination) basis:
	(i) The contract of carriage shall include the cost of unloading the goods at destination, as well as payment by the Supplier of the cost of custom formalities, duties, taxes or other charges payable on the foreign Goods for their transit through any country other than the Purchaser's country.
ITB 14.4 (b)	The named place of destination shall be the *Project Sites* at ADISA premisis. Project Management Unit Blvd: Zhan d′Ark, N.33, Ish shtepia e oficerave, Kati V-te, Tirana, Albania 1004

ITB 14.5	The price of Services include all duties, taxes and other levies excluding VAT (Value Added Taxes). Companies are not exempted from taxation. The project is VAT excluded. The procedures concerning VAT are explained in accordance with Albanian Law. Refer to: **www.tatime.gov.a**l

ITB 15.1 (b)	The currency to be used for quoting prices of the Goods and Services components of the System offered locally (i.e., from within the Purchaser's Country), as well as local currency expenditures for local technical support, training, maintenance, transportation, insurance, and other local services incidental to delivery, installation and operation of the System, is: *Albanian Leke.*
ITB 16.2 (c)	In addition to the topics described in ITB Clause 16.2 (c), the Preliminary Project Plan must address the following topics: *The Bidder must prepare a Preliminary Project Plan describing, among other things, the methods and human and material resources that the Bidder proposes to employ in the design, management, coordination, and execution of all its responsibilities, if awarded the Contract, as well as the estimated duration and completion date for each major activity. The Preliminary Project Plan must also address the topics and points of emphasis specified "SCC Clause 19" including any additional items stated in the Bid Data Sheet for ITB Clause 16.2 (c). In addition to the topics described in ITB Clause 16.2 (c), the Preliminary Project Plan must address the following topics: The Supply, Customization, Installation and Integration Plan; The testing and quality assurance plan; as outlined in the Section VI – the Technical Requirements.*
ITB 17.1	Bids need to be secured by a Bid Security. The amount of Bid Security required is: 32,000 EUR (or equivalent in a freely convertible currency). The Bid Security shall be unconditional guarantee issued by reputable bank from an eligible country or by a bank registered and operating under the laws of the Republic of Albania, acceptable to the Employer. The Bid security of a Joint Venture can be in the name of a partner of the Joint Venture on condition that the Bid security clearly specifies the names of all partners of the Joint Venture and states that the Security is submitted for and on behalf of the Joint Venture.
ITB 18.1	The bid validity period shall be 90 (ninety) days after the deadline for bid submission, as specified below in reference to ITB Clause 21. Accordingly, a bid with a Bid Security that expires before twenty-eight (28) days after the end of the bid validity period shall be rejected as non-responsive.

ITB 19.1	Required number of bid copies, besides the original: 2 copies

D. SUBMISSION OF BIDS

ITB 20.2 (a)	The address for bid submission is: Purchaser's address: Protocol Office of ADISA Project Management Unit Blvd: Zhan d'Ark, N.33, Ish shtepia e oficerave, Kati V-te, Tirana, Albania 1004
ITB 21.1	**Deadline for bid submission is:** Date: **July 13**, **2018** Time: 12:00 hours, local time (GMT+1) Bidders **shall not have** the option of submitting their bids electronically.

E. BID OPENING AND EVALUATION

ITB 24.1	The bid opening shall take place at: Project Management Unit Blvd: Zhan d'Ark, N.33, Ish shtepia e oficerave, Kati V-te, Tirana, Albania 1004 Date: **July 13**, **2018** Time: 12:00 hours, local time (GMT+1)
ITB 27.1	The currency chosen for the purpose of converting to a common currency is: EURO The source of exchange rate shall be: Bank of Albania The date for the exchange rate shall be: **7 days prior** to the deadline for submission of bids.
ITB 28.1	Bids for Subsystems, lots, or slices of the overall Information System will **not** be accepted. Discounts for the award of multiple Subsystems, lots, or slices **will not** be considered in bid evaluation.
ITB 28.4	The bid evaluation *will* take into account technical factors in addition to cost factors as per ITB 28.5. The technical score is 40% the financial score 60%.

F. POSTQUALIFICATION AND AWARD OF CONTRACT

ITB 31.2	As additional post-qualification measures, the Information System (or components/parts of it) offered by the Lowest Evaluated Bidder may be subjected to the following tests and performance benchmarks prior to Contract award: The Bidder shall demonstrate the proposed IFO system components through a live demo session with the participation of key experts from the proposed developer team prior to the contract award. The details of requirements to be demonstrated during this semo session are presented in Attachment 7.
ITB 33.1	Percentage for quantity increase or decrease: 10%
ITB 38.1	The proposed Adjudicator is: Mr. Elvis Cirko, CV attached.

ITB 28.5	The technical/quality evaluation parameters and scoring scheme :

	Criteria	*Weight*	Description
1.	Experience	0.15	Experience of the bidder in successfully completing similar projects (based on official final acceptance certificates issued by the customers/institutions). Score 4 for 2 projects, 5 for 3 or more projects
2.	Project planning	0.10	Detailed project planning proposal. Will be considered a deviation for no project planning, score 1 for not enough details provided, score 5 for a detailed project planning
3.	Project management	0.10	Structured project management methodology proposed. Will be considered a deviation for no project management methodology proposed. Score 0 for no structured PMM, score 5 for structured PMM
4.	Open Source technology used	0.20	At what level is the open source used in the technical solution proposal? Score 0 if no OST is used, score 5 if OST is used.
5.	Architecture - Application, Development, Open, Scalable, Extensible	0.25	How well is the application architecture compared to best industry practices and latest technology and trends? Can the system easily be enhanced with new capabilities without having to make major changes to the system infrastructure? Can the system handle ADISA's current and future transaction volume and still run efficiently with minimal interruptions? Can the system scale with ADISA's plans for rapid national expansion? Score 0 for not meeting at all the above mentioned criteria, Score 1 for partially meeting, Score 3 for meeting most, Score 5 for meeting all.
6.	Transfer of Knowledge & Training	0.20	Transfer of knowledge to the customer. Quality of the End-user training approach. a. Transfer of knowledge to ICT staff: Will be considered a deviation if no training is foreseen Score 2 if a dedicated training program is foreseen b. Transfer of knowledge to the end users: Score 0 if no training Score 1 if training of trainers is foreseen Score 3 if contractor will train all end users
	Total score[a]		
	Rank		

ITB 28.6 (c) (i)	The Purchaser *will not* accept deviations in the schedule of installation and commissioning specified in the Implementation Schedule.
ITB 28.6 (c) (ii)	The Purchaser *will not* accept deviations in the payment schedule in the SCC.

CURRICULUM VITAE

Proposed position in assignment: "ICT expert"

1.   Family name: Cirko

2.   First names: Elvis

3.   Date of birth: 07/10/1973

4.   Nationality: Albanian

5.   Civil status: Married

6.   Education:

Institution	European University Viadrina Frankfurt (Oder) and Virtual Global University Germany, Frankfurt (Oder), Germany
Date: from (month / year): to (month / year):	2009
Degree(s) or Diploma(s) obtained:	International Master of "Business Informatics" –in process

Institution	University of Tirana, Faculty of Economy
Date: from (month / year): to (month / year):	1992 – 1996
Degree(s) or Diploma(s) obtained:	BA in Finance and Accounting, Major in Finance

7.   Language skills: (Mark 1 to 5 for competence, 5 being the highest)

Language	*Reading*	*Speaking*	*Writing*
Albanian	Mother tongue	Mother tongue	Mother tongue
English	1	1	1
Italian	2	2	2

8.   Membership of professional bodies:

9.   Other skills (e.g. computer literacy, etc.):

MS WINDOWS Server, MS Exchange Server, Linux basis, CISCO basics, Microsoft Office, HTML, web services.

10.   Present position: Free-lance consultant

11.   Years within the firm: March 2015

12.   Key qualifications:

20 years of work experience in the fields of both information technology and financial management. Outstanding knowledge of existing government systems and challenges pertinent to their development in Albania.

Outstanding experience in managing and providing support for ICT infrastructure and capacity building in public administration organizations.

Considerable experience in creation and managing of new and existing ICT registers and systems.

Experience in working with different donor organizations and in multi-component programmes run by USAID, EC, UNDP, WB etc.:

Hands-on experience in different ICT components applying best practices in the planning, designing, development and implementation of the new systems and as well managing and improving existing ones.

Very good knowledge of Public Administration rules and procedures, management experience, capacity building and training, active participating in planning and programme design and implementations.

13.   Specific experience:

Country	Date: from (month / year) to (month / year)
Albania	05/2016-07/2016
Client: General Directorate of Patents and Marks, Albania Financed by: OHIM	Project description: project management for: "Integration Services of the information TMview (trademarks) and DSview (designs) between databases of WIPO , EPO and OHIM", Albanian Patent Office

Country	Date: from (month / year) to (month / year)
Albania	2/2016-09/2016

Client: Project Management Team (PMT), Social Assistance Modernization Project (SAMP)- Ministry of Social Welfare and Youth (MSWY) Tirana, Albania Financed by: World Bank	Project description: Key expert for Independent Verification & Validation - datacenter and network infrastructure design and implementation "Provide Technical Supervision of Disability Assistance MIS development and implementation through Independent Verification and Validation (IV&V) Process", Ref. no. SAMP/CS/CQ/04-2014

Country	Date: from (month / year) to (month / year)
Albania	3/2016-07/2016
Client: Public Procurement Agency Tirana, Albania Financed by: World Bank	Project description: "Modifications of the E-GP Portal to Enable Digital Collection and Analysis of Data "Ref.No 01.02 under the project Improving Compliance Monitoring and Enhancing Transparency in Public Procurement in Albania"

Country	Date: from (month / year) to (month / year)
Albania	12/2015-04/2016
Client: Plaza Hotel Tirana Rruga Murat Toptani Tirana, Albania Financed by: Plazza Hotel Tirana	Project description: Integration Services between Samsung Lync Sink software with Micros\ Fidelios

Country	Date: from (month / year) to (month / year)
Albania	12/2015-04/2016
Client: General Directorate of Patent and Marks Blv. "Zhan d' Ark", ish Hoteli Oficerave, 6th floor, Tirana, Albania Financed by: WIPO	Project description: Project management in: Digitizing the archive of GDPM following the standards of WIPO and EPO.

Country	Date: from (month / year) to (month / year)
Albania	11/2015-03/2016
Client: Polytechnic University of Tirana Sheshi Nen Tereza. – financed by "Protik Albania" & "Risi Albania"	Project description: Assisting Protik Albania and the Polytechnic University of Tirana to introduce and promote the training curricula's for certifications in Microsoft technology for students, as and additional value in their career

	path.

Country	*Date: from (month / year) to (month / year)*
Albania	08/2014 – 03/2015
Client: Ministry of Innovation and Public Administration & Agency for the Delivery of Integrated Services *Albania (ADISA)* Blv. "Zhan d' Ark", ish Hoteli Oficerave, 6th floor, Tirana, Albania	Project description: Assessment and preparing of business and functional requirements for the ICT infrastructure and systems for ADISA.

Country	*Date: from (month / year) to (month / year)*
Albania	01/2009 – 04/2011
Client: "National Agency of information Society" Financed by: EC	Project description: Preparing the terms of reference for Government Gateway and the portal E-Albania.

Country	*Date: from (month / year) to (month / year)*
Albania	01/2009 – 04/2011
Client: "National Territory Planning Agency" Financed by: Millennium Challenge Corporation	Project description: Establishing National Territory Planning Agency, and the necessary ICT infrastructure and Systems (e-Permits)

Country	*Date: from (month / year) to (month / year)*
Albania	01/2009-04/2011
Client: General Department of Taxation Rruga Gjin Bue Shpata. Financed by: Millennium Challenge Corporation	Project description: Establishing the taxpayers Service Centres and the necessary ICT infrastructure and Systems.

Country	*Date: from (month / year) to (month / year)*
Albania	01/2009– 04/2011
Client: National Registration Centre Financed by: Millennium Challenge Corporation	Project description: Establishing Business Licensing Centre (NRC) and the necessary ICT infrastructure and Systems.

Country	*Date: from (month / year) to (month / year)*
Albania	10/2006 – 11/2008
Client: General Department of	Project description: Establishing e-Filing system

Taxation Financed by: Millennium Challenge Corporation	and the necessary ICT infrastructure.

Country	Date: from (month / year) to (month / year)
Albania	10/2006 – 11/2008
Client: National Registration Centre Financed by: Millennium Challenge Corporation	Project description: Establishing Business Registration Centre (NRC), creating the necessary ICT infrastructure and System

Country	Date: from (month / year) to (month / year)
Albania	10/2006 – 11/2008
Client: Public Procurement Agency Financed by: Millennium Challenge Corporation	Project description: establishing Electronic Procurement System and the necessary ICT infrastructure.

14. Employment Record:

Date: from (month / year) to (month / year)	03/2015 – to date
Location:	Tirana
Employer:	Freelance Consultant – (CDS Partners)
Position:	Self-owned
Description:	Provide services expertise on business and ICT related field to different types of customers from public sector, donor organizations and private companies. Projects involved: a. Preparing and designing the requirements and specifications for the e-library platform for ASPA (Albanian School for Public Administration) financed by Swiss Cooperation through DLDP, b. assisting private companies in capacity building and setting up new procedures and systems following standards and best practices. Digitalization of the archive of the Albanian General Directorate of Patents and Marks, "Modifications of the E-GP Portal to Enable Digital Collection and Analysis of Data "Ref.No 01.02 under the project Improving Compliance Monitoring and Enhancing Transparency in Public Procurement in Albania", etc.

Date: from (month / year) to (month / year)	08/2014 – 03/2015
Location:	Tirana
Employer:	UNDP – Albania
Position:	National Expert in Information and Communication Technology
Description:	Assist Ministry of Innovation and Public Administration in setting up the one stop shop as a new model for improving the delivering of services to public (citizens and businesses). Assessment of business and functional requirements for all the systems to be used by the one stop shop Agency. Writing the business and functional requirements for the Pilot centres of the new agency, preparing the design and technical specifications of the ICT infrastructure of the ADISA. Analysed and proposed relevant improvements and upgrades to the existing systems in use by government agencies that offer services to citizens and businesses.

Date: from (month / year) to (month / year)	04/2011 – 07/2014
Location:	Tirana
Employer:	Microsoft Corporation – Albania
Position:	Account Manager - Solutions
Description:	Built partnership among approved partners and Microsoft, orchestrating activities and resources with partners around accounts and opportunities for Infrastructure, business Productivity or Application/platform solutions, and enabled partners to achieve mutually beneficial business outcomes. Created, maintained and delivered business opportunities through partners to drive yearly and long term targets. Identified and engaged in increasing client solutions through Partners. Assessing a customer's business priorities and technical capabilities, identifying gaps and other areas for improvement. Helping to align and manage customer and Microsoft strategy and technology roadmaps to ensure successful technology lifecycle management. Educating the customer on Microsoft's trusted cloud and targeting our broad

	cloud platforms to help address customer challenges. Working with the customer, partner, and Microsoft resources to create and maintain usage and consumption plans for Microsoft services that are targeted at business scenarios. Helping facilitate and orchestrate Microsoft partners and services organizations to meet customer and Microsoft goals around deployment and valuable use. Projects Involved: Government of Albanian Private Cloud; GoA Enterprise Agreement; organizing and managing Microsoft Day 2010/20011; Tech Day, etc ;

Date: from (month / year) to (month / year)	02/2011 – 04/2011
Location:	Tirana
Employer:	AAM Management Information Consulting ltd.,
Position:	**Expert on E-Government Infrastructure**
Description:	Supported the team in building an **e-Government Infrastructure for National Agency of Information Society ("NAIS")** in Line with **EU data protections standards.** Assessed the available data in General Directorate of Taxation, National Licensing Centre, National Registration Centre, Administrative Court, Treasury, National Territory Planning Agency. Assisted in drafting functional requirements for interoperability platform.

Date: from (month / year) to (month / year)	01/2009 – 04/2011
Location:	Tirana
Employer:	Millennium Challenge Corporation Albania Threshold Agreement II. (MCCATA), CHEMONICS
Position:	**IT Systems Integration Manager**
Description:	Assessed the needs and provided appropriate IT infrastructure solution for different partners within MCCATA Program components: **General Directorate of Taxation, National Licensing Center, National Registration Center, Administrative Court** etc. Assisted in drafting functional requirements from business prospective for all components' IT designs. Provided quality assurance for all systems

	solutions developed by project. Developed training materials for staff of General Directorate of Taxation, National Licensing Center etc.

Date: from (month / year) to (month / year)	11/2006 – 10/2008
Location:	Tirana
Employer:	Millennium Challenge Corporation Albania Threshold Agreement II. (MCCATA), CHEMONICS
Position:	ICT Coordinator
Description:	Managed all MCATA database based systems. Managed and supervised the MCATA internal office ICT services. Assisted technical component team leaders to specify functional requirements for their components including here the E-Procurement system, E-tax system and the E-Register of businesses (NRC). Provided logistical assistance to MCATA staff in ICT system design and development issues. Coordinated between MCATA and counterparts as General Directorate of Taxation (GDT), Public Procurement Agency (PPA), National Registration Centre (NRC) and National Agency of Information Society (NAIS) in ICT related issues. Coordinated between MCATA teams in cross cutting ICT related issues. Coordinated between MCATA teams and IT e-government solution subcontractor home office and local Albanian staff. Provided quality assurance for all systems solutions developed by project. Developed training materials

Date: from (month / year) to (month / year)	04/2006 – 12/2006
Location:	Tirana
Employer:	FAO Project, Albania
Position:	National Consultant on ICT Development for Ministry of Agriculture, Food and Customer Protection
Description:	Oversee technically the implementation of main aspects of the **ICT platform into the Ministry of Agriculture** premises and provided advices to the project contractors in the framework of ICT implementation. **Provided guidelines on establishment of an internal system** –based on

	LAN infrastructure- to regulate data/information access and distribution. Reviewed and advised on the **design and development of a digital documents collection**.

Date: from (month / year) to (month / year)	04/2006 – 12/2006
Location:	Tirana
Employer:	FAO Project, Albania
Position:	National Consultant on ICT Development for Ministry of Agriculture, Food and Customer Protection
Description:	Oversee technically the implementation of main aspects of the **ICT platform into the Ministry of Agriculture** premises and provided advise to the project contractors in the framework of ICT implementation. **Provided guidelines on establishment of an internal system** –based on LAN infrastructure- to regulate data/information access and distribution. Reviewed and advised on the **design and development of a digital documents collection**.

Date: from (month / year) to (month / year)	08/2002 – 09/2006
Location:	Tirana
Employer:	Council of Ministers of the Republic of Albania
Position:	Director of Information Technology Department
Description:	Managed and administered the process of preparation and instalment of major projects as: HRMIS, E-cabinet meeting and GovNet (Government Networking). Assisted and consulted the working team for the development of ICTD (Information Communication Technology Development) and E-Government Strategy. Managed different projects related to the information technology field for the Council of Ministers, Public Procurement Agency and Department of Public Administration sponsored by UNDP, EU and World Bank.

Date: from (month / year) to (month / year)	12/2000 – 08/2002
Location:	Tirana

Employer:	Council of Ministers of the Republic of Albania
Position:	Assistant to the Prime Minister for the Information Technology
Description:	Established and administrated the first computer networking system for the Prime Minister staff. Established and managed the first Record Management System for the PM cabinet. Advised on new projects in the field of information technology within the Prime Minister Office.

Date: from (month / year) to (month / year)	08/1999 – 12/2000
Location:	Tirana
Employer:	"Abraham Lincoln" Foundation of Albania,
Position:	Chief Financial Officer
Description:	Organized and managed the financial activity of the Foundation. Prepared all the necessary Financial Statements and periodic activity reports. Managed the relationship and prepared reports for Tax Office. Planned the financial budget of the Foundation. Assisted and tutored within LDIT (Lincoln Development for Information Technology).Financial Consultant for the projects developed by LDIT.

Date: from (month / year) to (month / year)	08/1995 – 08/1998
Location:	Tirana
Employer:	IGI Software House
Position:	Chief Financial Officer
Description:	Software House Employer including: IMB "Institute of Business Modelling"; GCC "GeoComp Employer" and ICC "International Computer Employer". Managed the financial activity of the Employer. Prepared periodic financial reports. Managed the relationship and prepared necessary reports requested by the Tax Office. Financial Consultant for "ALPHA" Computer Based Accounting Program. Assisted clients in using "ALPHA".

15. Others:

Trainings:

- "Microsoft Solution Process" – Microsoft Corporation – Prague 2012 & MUNICH 2013;
- "Information Security Decisions, Chicago", May 9 -11th, 2005;
- "Seminar on Presentation of Public Administration", Tirana, Albania, March 1-23rd, 2005;
- "Electronic Government Procurement (eGP)", Manila, Philippines, October 26-28th, 2004;
- "Cyber crime Conference", Strasbourg, France, September 15-17th, 2004;
- "Access to and Protection of Data in the Era of E-Government", Trieste Italy, October 1-9th, 2004;
- "Seminar on Public Administration and Management Reforms", Tirana, Albania, March-May, 2003;
- "New technologies in improving the informative rights", Trieste Italy, July 10-17th, 2002;
- "E-government for Development", Palermo Italy, April 2002;
- "Seminar on Public Administration Issues", Caserta, Italy, February 26th-March 1st, 2001;
- "Participant in the EMIS Project (Educational Management Information System)" organized by the Ministry of Finance in cooperation with The World Bank; Financial Consultant for the project: "Further Training in Computer for Employees in Albania" organized by TEMPUS program, University of Siegen and University of Tirana, Siegen, Germany, 07/2000-09/2000;

16. Publications:

Certification:

I, the undersigned, certify that to the best of my knowledge, these data correctly describe me, my qualifications and my experience.

Elvis Cirko
_____
Name of expert   Signature   Date

SECTION III. ELIGIBLE COUNTRIES FOR THE PROVISION OF GOODS, WORKS, AND SERVICES IN BANK-FINANCED PROCUREMENT

Eligible Countries for the Provision of Goods, Works, and Services in Bank-Financed Procurement

As of September 2007

1.   Eligible for this procurement are firms of, and goods manufactured in, all countries except countries, if any, listed in the following restrictions.

2.   In accordance with para. 1.8 (a) of the Guidelines: Procurement under IBRD Loans and IDA Credits, firms of a Country or goods manufactured in a Country may be excluded if

(i)   as a matter of law or official regulation, 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 the goods or works required, or

(ii)   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 persons or entities in that Country.

3.   For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

With reference to paragraph (i) above: *none*

With reference to paragraph (ii) above: *none*

SECTION IV. GENERAL CONDITIONS OF CONTRACT

Table of Clauses

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 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 Section of the Bidding Documents.

(vii) "Implementation   Schedule"   means   the Implementation Schedule Sub-section of   the Technical Requirements.

viii) "Contract Price" means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

(ix) "Procurement Guidelines" refers to the edition **specified in the SCC** of the World Bank Guidelines: Procurement under IBRD Loans and IDA Credits.

(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 Guidelines that the Purchaser is obligated to follow during procurement and administration of this Contract.

(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 6.1 (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 and Finalized 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 and Finalized 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 and Finalized Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).

   (v)   (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)   "Project Site(s)" means the place(s) **specified in the SCC** 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 Guidelines. (**Note:** The World Bank maintains a list of countries from which Bidders, Goods, and Services are not eligible to participate in procurement financed by the Bank. The list is regularly updated and can be obtained from the Public Information Center of the Bank or its web site on procurement. A copy of the list is contained in the Section of the Bidding Documents entitled "Eligible Countries for the Provision of Goods, Works, and Services in Bank-Financed Procurement").

(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 **specified in the SCC.**

(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 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).

(xiii) "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.

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 All Contract Documents and related correspondence exchanged between Purchaser and Supplier shall be written in the language **specified in the SCC,** 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 current Incoterms ("Incoterms 2000" or a more recent version if

and as published). Incoterms are the international rules for interpreting trade terms published by the International Chamber of Commerce, 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, cable, telegraph, telex, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.

4.1.1 Any notice sent by cable, telegraph, telex, 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 cable, telegraph, telex, 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, cable, telex, 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.

6. Settlement of Disputes   6.1   Adjudication

6.1.1 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 6.2.1.

6.1.2 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.

6.1.3 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.

6.1.4 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.

6.2   Arbitration

6.2.1 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 6.1.2, or

(b)   the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 6.1.2, 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 6.1.1 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.

6.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 6.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the Information System.

6.2.3 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

6.3   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

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 and Finalized 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 in the Technical Requirements Section and any refinements made in the Agreed and Finalized 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) within the time **specified in the SCC** and in accordance with the time schedule specified in the Implementation Schedule in the Technical Requirements Section and any refinements made in the Agreed and Finalized 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.

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 and Finalized Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. 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   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.

9.7   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).

9.8   The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Sub-Clause 41.2.1(c), which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 9.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines)

9.9   Other Supplier responsibilities, if any, are as **stated in the SCC.**

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 and Finalized Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. 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 and Finalized 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 and Finalized 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 Technical Requirements Section's Implementation Schedule and the Agreed and Finalized 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 and Finalized 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 Other Purchaser responsibilities, if any, are **as stated in the SCC.**

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 The Contract Price shall be a firm lump sum not subject to any alteration, except:

(a) in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;

(b) in accordance with the price adjustment formula (if any) **specified in the SCC.**

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 All 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 in the currency of the Purchaser's Country, unless

otherwise **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 As **specified in the SCC,** the Supplier shall provide a security equal in amount and currency to the advance payment, 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. The way the value of the security is deemed to become reduced and, eventually, voided is as **specified in the SCC.** 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 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 such 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 as may be otherwise **specified in the SCC.**

15.4 As applicable, the Purchaser's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software, including any license agreements, and with respect to Custom Materials or elements of the Custom Materials, are specified in the SCC. **Subject to 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 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 The parties shall enter into such (if any) escrow arrangements in relation to the Source Code to some or all of the Software as are **specified in the SCC** and in **accordance with the SCC.**

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) valid throughout the territory of the Purchaser's Country (or such other territory as **specified in the SCC);** and

(iv) subject to additional restrictions (if any) as **specified in the SCC.**

(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)   as **specified in the SCC,** 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 and unless the Supplier agrees otherwise in writing, 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)   as **specified in the SCC,** disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Purchaser may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and

(vii) disclosed to, and reproduced for use by, the Purchaser and by such other persons as are **specified in the SCC** (and the Purchaser may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract.

16.2 The Standard Software may be subject to audit by the Supplier, in accordance with the terms **specified in the SCC,** to verify compliance with the above license agreements.

17. Confidential Information

17.1 Except if 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.

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 The provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be **specified in the SCC.**

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. Subject to the extensions and/or limitations **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

18.2.2 Subject to the extensions and/or limitations **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

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   Objections and Removals

18.3.1 The Purchaser may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the Purchaser, may have behaved inappropriately, be incompetent, or be negligent. The Purchaser shall provide evidence of the same, whereupon the Supplier shall remove such person from work on the System.

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 replacement.

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 The Supplier shall formally present to the Purchaser the Project Plan in accordance with the procedure specified in the SCC.

19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized 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 and Finalized Project Plan and the Contract.

19.5 The Progress and other reports **specified in the SCC** shall be prepared by the Supplier and submitted to the Purchaser in the format and frequency specified in the Technical Requirements.

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, in the SCC, 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 unless otherwise **specified in the SCC.** 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 Technical Documents by the Project Manager

21.3.1 The Supplier shall prepare and furnish to the Project Manager the documents as **specified in the SCC** 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 6.1 (Adjudicator). 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 6.1.2, 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 telex, 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 telex, 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   During the Warranty Period, unless otherwise **specified in the SCC,** 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 and Finalized 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 6 (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 and Finalized 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 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 and Finalized 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 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 the period **specified in the SCC,** 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 and Finalized 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 and Finalized 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 a

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 in the Technical Requirements Section and/or the Agreed and Finalized 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 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 in the Technical Requirement or the Agreed and Finalized 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 **specified in the SCC** as a percentage of the Contract Price, 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 specified in the SCC ("the Maximum"). 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 in the Technical Requirements and/or Agreed and Finalized 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. Exceptions and/or limitations, if any, to this warranty with respect to Software (or categories of Software), shall be as **specified in the SCC.** 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 In addition, 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, (ii) they have been previously released to the market, and (iii) those specific items **identified in the SCC** (if any) have been in the market for at least the minimum periods **specified in the SCC.**

29.4 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 the length of time **specified in the SCC.**

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 If the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within the time period **specified in the SCC,** 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.

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) 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 contractor 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 effected 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;

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 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 an "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.

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 6.

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 corrupt, fraudulent, collusive, coercive or obstructive practices, 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.

For the purposes of this Clause:

(i) "corrupt practice"[1] 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"[2] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an

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[1] "Another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

[2] A "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract executio

obligation;

(iii)   "collusive practice"[3] 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"[4] 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

   (aa) 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

   (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 9.8.

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

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[3]   "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

[4]   A "party" refers to a participant in the procurement process or contract execution.

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 and Finalized 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 fourteen (14) 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.

SECTION V. SPECIAL CONDITIONS OF CONTRACT(SCC)

Table of Clauses

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

1.   Definitions (GCC Clause 1)

GCC 1.1 (a) (ix)	The applicable edition of the Procurement Guidelines is dated: World Bank's Guidelines: Procurement under IBRD Loans and IDA Credits, (May 2004, revised July 2014).
GCC 1.1 (b) (i)	The Purchaser is: Agency for the Delivery of Integrated Services in Albania (ADISA). Name of authorized Purchasing Agent: none
GCC 1.1 (b) (ii)	Project Manager is : Ms. Amarda Ramazani Head of IT Sector Department for Service Development Agency for the Delivery of Integrated Services Albania - A D I S A
GCC 1.1 (e) (i)	The Purchaser's Country is: Republic of Albania
GCC 1.1 (e) (iii)	The Project Site(s) is/are: as specified in the Implementation Schedule in the Technical Requirements Section.
GCC 1.1 (e) (x)	18 calendar months
GCC 1.1. (e) (xii)	The Post-Warranty Services Period : N/A

3. Interpretation (GCC Clause 3)

GCC 3.1.1	The Contract's governing language is English.

4. Notices (GCC Clause 4)

GCC 4.3	Address of the Project Manager: Agency for the Delivery of Integrated Services in Albania (ADISA) Blvd: Zhan d'Ark, N.33, Ish shtepia e oficerave, Kati VI-te, Tirana, Albania, 1004 e-Mail: amarda.ramazani@adisa.gov.al

5.   Governing Law (GCC Clause 5)

GCC 5.1	The Contract shall be interpreted in accordance with the laws of: Republic of Albania.

6.   Settlement of Disputes (GCC Clause 6)

GCC 6.1.4	The Appointing Authority for the Adjudicator is: ADISA
GCC 6.2.3	*If the Supplier is foreign (including a Joint Venture when at least one partner is foreign), the Contract shall contain the following provision:* Arbitration proceedings shall be conducted in accordance with the rules of arbitration of *[select one of the following: **UNCITRAL / the International Chamber of Commerce (ICC) / the Arbitration Institute of the Stockholm Chamber of Commerce / the London Court of International Arbitration]**.* 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, the Contract shall contain the following provision:* Any dispute between the Purchaser and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of the Purchaser's country.

B. SUBJECT MATTER OF CONTRACT

7.   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: not applicable

8. Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within: 7 (seven) days from the Effective Date of the Contract.
GCC 8.2	Operational Acceptance will occur on or before: Operational Acceptance date consistent with the Implementation Schedule in the Technical Requirements Section.

9. Supplier's Responsibilities (GCC Clause 9)

GCC 9.8	The provisions in clause GCC 9.8 are replaced with the following:
	The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to GCC Clause 41.2.1 (c), which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this GCC Sub-Clause 9.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
GCC 9.9	The Supplier shall have the following additional responsibilities: Establishment of Help Desk (service facility) with supporting staff within the territory of the Republic of Albania within 6 weeks of contract signing date (if it is not already established). The HelpDesk must operate under a direct authority of the supplier**.

10. Purchaser's Responsibilities (GCC Clause 10)

GCC 10.12	The Purchaser shall have the following additional responsibilities: none

C. PAYMENT

11.   Contract Price (GCC Clause 11)

GCC 11.2 (b)	Adjustments to the Contract Price shall be as follows: **None**
	12.Terms of Payment (GCC Clause 12)
GCC 12.1	Subject to the provisions of GCC Clause 12 (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of goods or services under the specific payment category. Within each such category, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement.

	(a)	Advance Payment
		ten percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, shall be paid against receipt of a claim accompanied by the Advance Payment Security certificate as specified in GCC Clause 13.2.
	(b)	Information Technologies, Materials, and other Goods, with the exception of Custom Software and Custom Materials:
		thirty percent (30%) of the total or pro-rata Contract Price for this category against Delivery certificate approved by the Purchaser
		ten percent (10%) of the same price against Installation certificate approved by the Purchaser
		forty percent (40%) of the same price against Operational Acceptance certificate approved by the Purchaser.
	(c)	Custom Software and Custom Materials:
		thirty percent (30%) of the total or pro-rata Contract Price for this category against Installation certificate, approved by the Purchaser
		fifty percent (50%) of the same price against Operational Acceptance certificate approved by the Purchaser.
	(d)	Services other than Training:
		eighty percent (80%) of the pro-rata Contract Price for services performed will be paid monthly in arrears, on submission and Purchaser's approval of invoices.
	(e)	Training
		twenty percent (20%) of the total Contract Price for training services at the start of the full training program approved by the Purchaser
		sixty percent (60%) of the pro-rata Contract Price against completion and acceptance of the whole Training, after issuing acceptance certificates for training services and on submission and approval of appropriate invoices by the Purchaser
	(f)	Complete System Integration
		ten percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, as final payment against Operational Acceptance of the System as an integrated whole (approved by the Purchaser).
GCC 12.3		The Purchaser shall pay to the Supplier interest on the delayed payments at a rate of: 2 % per annum.

GCC 12.4	For Goods and Services supplied locally, the Purchaser will pay the Supplier in ALL.
GCC 12.5	Payment for Goods supplied from outside the Purchaser's Country shall be in the form of: an irrevocable letter of credit

12.   Securities (GCC Clause 13)

GCC 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. Advance Payment Security will be in the form of a unconditional demand guarantee issued by the reputable bank from an eligible country or by a bank registered and operating under the laws of the Republic of Albania, acceptable to the Purchaser.
GCC 13.2.2	The reduction in value and expiration of the Advance Payment Security are calculated as follows: *P*a/(100-a), where "P" is the sum of all payments effected so far to the Supplier (excluding the Advance Payment), and "a" is the Advance Payment expressed as a percentage of the Contract Price pursuant to the SCC for GCC 12.1.*
GCC 13.3.1	The Performance Security shall be denominated in currency(ies) in which the Contract Price is payable for an amount equal to 10 (ten) percent of the Contract Price, excluding any Recurrent Costs. The Performance Security will be in the form of a unconditional demand guarantee issued by the reputable bank from an eligible country or by a bank registered and operating under the laws of the Republic of Albania, acceptable to the Purchaser.
GCC 13.3.4	During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to two and a half (2.5) percent of the Contract Price, excluding any Recurrent Costs.
GCC 14	According the Albanian Law.

D. INTELLECTUAL PROPERTY

15.   Copyright (GCC Clause 15)

GCC 15.3	

	The Purchaser may assign, license, or otherwise voluntarily transfer its contractual rights to use the Standard Software or elements of the Standard Software, without the Supplier's prior written consent, under the following circumstances: **to any successor organization of the Purchaser.**
GCC 15.4	*The Supplier* **gives the right to the Agency For The Delivery Of Integrated Services,** by using own resources or with engagement of third parties, to modify or to supplement the source code of the customized applicative solution and to use the customized applicative solution without limitations solely for its own purposes, without the right to distribute the same to third parties. The Purchaser's rights also include the following: duplicating and using the software on different equipment, such as back-ups, additional computers, replacements, and upgraded units. The Purchaser's and Supplier's rights and obligations with respect to Custom Materials or elements of the Custom Materials are as follows: Source code of all custom developed software modules shall belong to the Purchaser (ADISA), and the Supplier will deliver all source code documentation and digital media before final operational acceptance of the IFO system.
GCC 15.5	No software escrow contract is required for the execution of the Contract.

16.   Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iii)	The Standard Software license shall be valid throughout the territory of the Purchaser's Country.

GCC 16.1 (a) (iv)	Use of the software shall be subject to the following additional restrictions: The Purchaser shall have the right to define unlimited number of System Users for access to any IFO system module. In case of commercial off the shelf (COTS) based IFO modules, only licensed number of Concurrent Users will be able to use relevant IFO modules simultaneously. There won't be a licensing obligation for custom developed software modules and the source code of custom developed software will be delivered to the Purchaser with all related documentation and digital media. Concurrent user licenses shall be perpetual, with fixed price, and not have any other restrictions other than restrictions explicitly set forth herein. There shouldn't be any additional charges and other restrictions related to software licenses during or after the completion of warranty period. The Purchaser may request additional perpetual concurrent user licenses during the warranty or post warranty periods, if necessary. For these additional concurrent licenses, the rates (unit prices) as specified in the Supplier's financial proposal will be used. For such additional procurement a separate contract will be signed. Concurrent user licenses should be applicable to all modules without any restriction to provide maximum flexibility for user access to perform all System related tasks. The number of concurrent user licenses to be provided by the Supplier for using IFO COTS modules are listed in the Detailed Cost Table.
GCC 16.1 (b) (ii)	The Software license shall permit the Software to be used or copied for use or transferred to a replacement computer provided the replacement computer falls within approximately the same class of machine and maintains approximately the same number of users, if a multi-user machine.
GCC 16.1(b) (vi)	The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense) by: *support service suppliers or their subcontractors, exclusively for such suppliers or subcontractors in the performance of their support service contracts*
GCC 16.1(b) (vii)	In addition to the persons specified in GCC Clause 16.1 (b) (vi), the Software may be disclosed to, and reproduced for use by: **ADISA support staff in the performance of their support roles and responsibilities, subject to the same restrictions as is set forth in this Contract.**

GCC 16.2	The Supplier's right to audit the Standard Software will be subject to the following terms: The Purchaser will make available to the Supplier within 10 (ten) 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.

17. Confidential Information (GCC Clause 17)

GCC 17.7	3 years beginning with Operational Acceptance

E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM

18. Representatives (GCC Clause 18)

GCC 18.1	The Purchaser's Project Manager shall have the following additional powers and / or limitations to his or her authority to represent the
	Purchaser in matters relating to the Contract: **Approve all changes in the Supplier's Staffing Plan, and the replacement of Supplier's team members, partners, or sub-contractors.**
GCC 18.2.2	The Supplier's Representative shall have the following additional powers and / or limitations to his or her authority to represent the Supplier in matters relating to the Contract: **No additional powers or limitations.**

19.   Project Plan (GCC Clause 19)

GCC 19.1	Chapters in the Project Plan shall address the following subject**:**
	(a) Project Organization and Management Plan
	(b) Training Plan
	(c) Documentation Plan
	(d) Acceptance Testing Plan
	(e) Warranty Service Plan
GCC 19.2	Within fourteen (14) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Purchaser. The Purchaser shall, within seven (7) 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 three (3) 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 and Finalized Project Plan") shall be contractually binding on the Purchaser and the Supplier.
GCC 19.5	The Supplier shall submit to the Purchaser the following reports: a) **Monthly progress reports** b) **Reports from milestones defined in Project Management Plan** c) **Software test reports** d) **Training participants test results** e) **Mutually signed Operational acceptance test** f) **Closing project report.**

21.   Design and Engineering (GCC Clause 21)

GCC 21.2	The Contract shall be executed in accordance with the edition or the revised version of all referenced codes and standards current at the date as specified in the GCC.
GCC 21.3.1	The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager's approval before proceeding with work on the System or any Subsystem covered by the documents: a) Final Project Plan b) Conceptual System Design-Business Analyses report c) Final Test and Implementation Plan d) Warranty Services Plan e) All other documents that derived from GCC 19.1

22.   Procurement, Delivery, and Transport (GCC Clause 22)

GCC 22.4.3	The Supplier shall be free to use transportation through carriers registered in any eligible country and shall obtain insurance from any eligible source country.
GCC 22.5	The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company: (i) **one (1) original and three (3) copies** of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) **one (1) original and three (3) copies** of the negotiable, clean, on-board bill of lading marked "freight prepaid" and **3** copies of nonnegotiable bill of lading **(in case of other modes of shipment, the applicable documents to be**

	provided);
	(iii) **one (1) original and three (3) copies** of the packing list identifying contents of each package;
	(iv) **one (1) original and 2 copies** insurance certificate;
	(v) **one (1) original and three (3) copies** of Manufacturer's or Supplier's warranty certificates;
	(vi) **one (1) original and three (3) copies** inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
	(vii) **one (1) original and two (2) copies** Certificate of Origin.
	The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.
	For Goods from within the Purchaser's country:
	Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:
	(i) **one (1) original and three (3) copies** of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
	(ii) **one (1) original and three (3) copies** of delivery note, railway receipt, or truck receipt;
	(iii) **one (1) original and three (3) copies** of Manufacturer's or Supplier's warranty certificates;
	(iv) **one (1) original and three (3) copies** inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
	(v) **one (1) original and three (2) copies** certificate of origin.
	The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

23. Product Upgrades (GCC Clause 23)

GCC 23.4	The Supplier shall provide the Purchaser: with all new versions, releases, and updates to all Standard Software during the Warranty Period, for free, as specified in the GCC.

7.   Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	Operational Acceptance Testing shall be conducted in accordance with Modules of the System, the tests, the test procedures, and the required results for acceptance using the schedule of tests to be detailed in the Agreed and Finalized Project Plan
GCC 27.2.2	If the Operational Acceptance Test of the System, or Subsystem(s), cannot be successfully completed within 42 calendar days from the date of Installation for each of the components /i.e. (i) hardware and vendor/standard software and (ii) custom software/ or any other period agreed upon by the Purchaser and the Supplier, then GCC Clause 27.3.5 (a) or (b) shall apply, as the circumstances may dictate.

F. GUARANTEES AND LIABILITIES

28.   Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	Liquidated damages shall be assessed at 0.5 percent per week. The maximum liquidated damages are ten (10%) percent of the Contract Price, or relevant part of the Contract Price if the liquidated damages apply to a Subsystem.
GCC 28.3	Liquidated damages shall be assessed only with respect to achieving Operational Acceptance.

29.   Defect Liability (GCC Clause 29)

GCC 29.1	For Software, exceptions or limitations to the Supplier's warranty obligations shall be as follows: None
GCC 29.3 (iii)	The Supplier warrants that the following items have been released to the market for the following specific minimum time periods: All Standard Software must have been commercially available in the market.
GCC 29.4	The Warranty Period (N) shall begin from the date of Operational Acceptance of the System or Subsystem and extend for 36 months for all hardware, software, including all new software releases, maintenance, repairs, spare parts, and end-user help desk support.
GCC 29.10	During the Warranty Period, the Supplier must commence the work necessary to remedy defects or damage within 24 hours of notification.

G. RISK DISTRIBUTION

37. Insurances (GCC Clause 37)

GCC 37.1 (c)	The Supplier shall obtain Third-Party Liability Insurance for full contract amount for an accidental event related to personal injury or death and to property damage. The insured Parties shall be ADISA. The Insurance shall cover the period from Effective Date of the Contract until its completion.

H. CHANGE IN CONTRACT ELEMENTS

41. Termination (GCC Clause 41)

GCC 41.2.1 (c)	The provisions in clause GCC 41.2.1 (c) are replaced with the following, including relevant footnotes:
	41.2.1 (c) If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of GCC Clause 41.1 shall apply as if such expulsion had been made under GCC Sub- Clause 41.1.2.
	For the purposes of this Sub-Clause:
	(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[1];
	(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a

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[1] "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

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party to obtain a financial or other benefit or to avoid an obligation[2];

(iii) "collusive practice" is an arrangement between two or more parties[3] 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[4];

(v) "obstructive practice" is

(aa) 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

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under GCC Clause 9.8.

Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

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[2] "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

[3] "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

[4] "Party" refers to a participant in the procurement process or contract execution

SECTION VI. TECHNICAL REQUIREMENTS (INCLUDING IMPLEMENTATION SCHEDULE)

Technical Requirements

A. BACKGROUND

0.1 The Purchaser

The Agency for the Delivery of Integrated Services in Albania (ADISA) was established to manage the centralized public service delivery to the citizens.

The Government of Albania is determined to fundamentally change the way public services are provided in Albania through a variety of interventions under a citizen-centric approach, which combat corruption, foster a customer-care culture, enhance access, as well as increase efficiency in the Albanian public administration. The World Bank's Systematic Country Diagnostic (SCD, 2015) identifies the delivery of basic public services as a constraint on accumulation and efficient use of assets needed for sustainable and equitable growth. Due to a World Bank Group report from 2015 the satisfaction with service delivery is low across most public services, relative to the regional average, and the inefficient provision of public services is widespread in Albania.

The Public Services Delivery Reform taking place in Albania is part of the Deputy Prime Minister. The key pillars of the Programme are:

- Pillar 1: Establishment and management of an integrated nationwide model of service delivery whereby, the FO is focused on public and is separated from BO processing, including the implementation of the one-stop-shop approach of Citizen Service Centre;
- Pillar 2: Service provision standardization, simplification through business process re-engineering and digitization, with a focus on online services;
- Pillar 3: Citizen Feedback and performance monitoring on service delivery for ongoing improvement.

To implement the program, the Government of Albania, has received technical support and financing from the World Bank.

Overall Legal Context of the ADISA operations

According to law 13/2016, ADISA provides public services at FOs in the Centres for the Delivery of Integrated Services (One-stop-shop) and/or electronically through different communication channels. In addition, ADISA's FO may deliver the services of the local bodies (local governmental units) by means of an agreement as well as of the independent institutions and private organizations. Some of the main tasks of ADISA's FO are: to provide information regarding the public services, to accept applications, to address the applications and set of documents that accompanies the applications to the Responsible Institution and notification of the applicants about any administrative action carried out by the responsible (public) institutions.

1 The law 13/2016 is applicable to the services provided by the public administration institutions, independent and local government institutions. Beneficiaries of such services are the natural and legal

persons, whether national or foreigners, which visit ADISA FO in order to be provided with specific services. According to the law, ADISA is organized in central level and regional branches. Actually, it has been planned the opening of the integrated centres in some cities of the Republic of Albania, such as in Kavaja, Fieri etc., and there are on focus the services of the institutions listed in here, as: ISSH, FSDKSH, ZRPP throughout the legal acts on drafting process in accordance and based on law 13/2016.

2   The services will be delivered according to the preset standard, as per the law and DCM No. 343, dated 4.5.2016 "On the definition of the responsible authority for the drafting of models". As such, ADISA will standardize the method of delivery of services by drafting models which include rules on the behaviour at the physical FOs, rules on the application, on the reception of responses and on the complaints, models of the visual appearance, standardization of the forms for the delivery of services, codification, classification of services etc.

3   Given that the law 13/2016 stipulates that the FO of the institutions will be administered by ADISA, the council of ministers approves the transfer of the FO and employees by a DCM (according to each institution). The entire application process shall be performed by ADISA at its FO-s and for the public services provided through ADISA, the applicants cannot address directly to the component of the public institution. In addition, the entire process, starting with the identification of the applicant is made at the ADISA's FO. ADISA provides information through the physical desk at the FO (info point) and other communication means such as website, call centre etc. The information service card of the services (approved models, relevant DCM is on process) provide the entire information on the necessary documents for the application for each service and are published in the abovementioned communication channels.

4   In relation to the scanning/transfer of the documents, no stipulation has been made in law 13/2016. As long as the legislation of the specific institutions stipulates that the applicant should submit original documents/ certified by a public notary for each application, it is not possible to proceed by submitting scanned documents to the responsible office. The amendments of laws are needed, in order to authorize the clerk desk to verify the authenticity of the original document and to transfer them to the responsible office, thus no original documents shall be needed.

5   After receiving the application for services ADISA FO addresses them to the back office of the Institution and in case of a negative answer/incomplete application from the latter one, ADISA requires the citizen to return to the Front Office to make the corrections/submit extra required documents. Also, ADISA will provide the online tracking of the application, as well the verbal information at the Info-Point, or the outbound calls (Call Center) as part of the future projects, yet not legally regulated.

6   The response for each application is sent directly from the Back Office to the applicant, after the Institution issues the official document, which includes the following elements: the Institution logo, the signature of the Institution's representative and the official seal. Regarding the completion of the service delivery, ADISA is entitled to receive complaints from the citizens/applicants and forward them to the Institution (owner of the service) according the mechanism implementing the article 44 of law, within a term of 5 days. The answer of the Institution towards the citizen is forwarded by ADISA.

7   In relation to the payment, based on law the parties may agree on the division of the service fee (which is currently specified for each institution), by virtue of a DCM. There won't be an added fee, but only a division of the current one. A DCM about the above-mentioned regulations is drafted and sent for opinion to the relevant ministries.

0.2   Business Objectives of the Purchaser

ADISA will be responsible for the management of the integrated nationwide model of service delivery. Integrated service delivery is the model where Front-Office services of different public institutions (2 or more) are located "under the single roof". Integrated Front office/One Stop Shop will be one of the channels available for delivering fast, reliable and transparent services to citizens. The expected benefits of Integrated FO/One Stop Shop are related to:

- Reduction of time and expenses for citizens in obtaining public services;
- Obtaining of services from one single window/location;
- Improvement of quality services by utilizing new innovative solutions and implementing the same standards;
- Increase the credibility in relation to the manner the services are delivered by the administration.

FO integrated services will operate under the management of ADISA including supervisors, service windows clerks, complaint window clerk, information desk which will offer information in person/face to face. The FO integrated services will host institutions from central or local government, applying the same standards, unifying the procedures and monitoring the performance of the staff responsible for the delivery of the public service. FO integrated centers will give the needed information, will respond to all enquires that the citizens might have according to the service, will accept the needed documentation and will proceed with the end of the application.

ADISA's functions of FO management will be challenging in all aspects. While the database of Public inventory has more than 1200+ services, 400+ of them will be provided to the citizens and businesses in the integrated Front Offices. Some of the main challenges are as follows:

- Managing the list/inventory/database of public services (Public Services Portfolio)
- Transparently presenting information about service delivery standards, fees, processes and timetables at the point of service delivery;
- The method of introducing the new public service;
- The method of changing the existing public service;
- The ways of preparation of certain public services for integrated Front Offices;
- The method of payment for public services;
- Provision of the public service, including tracking;
- Tracking of the public Service;
- The ways (channels) of delivering public services;
- Public service monitoring, including complaint management, reporting and citizen feedback, and governance;
- Cooperation with service owner institutions on the quality of service delivery, but also enhances decision support.

Scalability of the IFO System

The objective of this procurement is to procure the development of an ICT solution for an ***Integrated Front Office (IFO) Service Delivery Platform*** offering a single platform to provide a new integrated channel of service delivery to citizens. This platform should provide the necessary functionality to support different actors like service window clerks, supervisors, finance officer and quality assurance personnel in order to deliver services to citizens in one stop shop face to face fashion. The platform has to provide an integrated solution in order to administer all services that will be offered by ADISA. This platform should be able to define business service process flows and relay on the GG platform for utilizing the electronic services already published. It should integrate properly with GG platform and the government portal.

The scalability of the platform has to be achieved in multiple dimensions; it should be possible to resize the

solution to accommodate larger number of service request, add new type of services without the need to reengineer the platform as well as enhance the platform with new functionalities without disrupting the service and in full compatibility with the platform as-is.

High level functionalities

The final product should provide the following functionalities supporting ADISA objectives:

- Public Service Catalogue Management
- Case Management and Business Process
- Document Workflow Management
- Business Intelligence
- Payment Service
- Integration with e-Albania Portal
- Integration with Accounting Module
- Integration Layer with GG Platform
- Email/SMS Notification
- Telephony Call Centre integration

The expected outcome should be a unique core system supporting fulfilment of the ADISA mission: provision of public services through the establishment and management of the front office and inventory of public services integrated in a one-stop-shop, face-to-face services performed by institutions and agencies of the central government and / or local governments according to the legislation and / or the relevant agreements.

0.3   Acronyms Used in These Technical Requirements

Term	Explanation
ADISA	Agency for the Delivery of Integrated Services
ALPHA	Albanian Financial Software
ATP	Property Treating Agency
AKP	National Examination Agency under Ministry of Education & Sport
ALUIZNI	Agency for Legalization, Urbanization and Integration of the Informal Areas/Buildings
AQTN	Central Technical Archive of Construction
BO	Back office
BPR	Business Process Reengineering
CG	Central Government
CRM	Customer Relationship Management
DAP	Department of Public Administration
DCM	Decision of Council of Ministers
DGJC	General Directorate of Civil Status
DPBSH	General Directorate of Prisons
DPD	General Maritime Directorate
DPP	General Bailiff Directorate
DPSHTRR	General Directorate of Road Transport Service

DPT	General Directorate of Tax
DU	Prime Minister's Office Delivery Unit
EC	European Commission
EU	European Union
FO	Front Office
FSDKSH	Compulsory Health Insurance Fund
FTE	Full Time Equivalent
GG	Government Gateway
GOA	Government of Albania
HRMIS	Human Resource Management Information system of DAP
ICT	Information and Communication technologies
IPSC	Inter-Ministerial Public Services Committee
IPRO	Immovable Property Registration Office
IVR	Interactive Voice Recognition
ISDA programme	Innovation against Corruption: Building a Citizen Centric Service Delivery Model in Albania
ISSH	Social Insurance Institute
LG	Local Government
LGU	Local Government Units
MAS	Ministry of Education and Sports
MIPA	Ministry of State for Innovation and Public Administration
NAIS	National Agency for Information Service
OSS	One-Stop-Shop
PAR	Public Administration Reform
POS	Point of Sale
PSDR	Public Services Delivery Reform
PSM	Public Service Mall
QKB	National Business Centre
QKL	National Licensing Centre
QKR	National Registration Centre
SMS	Short Message Service
SWOT	Strength, Weakness, Opportunities, Threats analysis
ZRPP	Immovable Property Registration Office

Table 1: List of Acronyms

B. BUSINESS FUNCTION AND PERFORMANCE REQUIREMENTS

1.1   Business Requirements to Be Met by the System

1.1.1 High Level description of processes

The design of the integrated service delivery platform main objective is to improve the Front office interfaces and processes aiming to increase the efficiency and accelerate the delivery of the services to the citizen and businesses. The platform is envisaged to be designed and automate the operations according to three main pillars:

- Processes related to Application for a service
- Processes related to Front Office management
- Processes related to the performance of FO and BO

The processes of application for a service are mostly related to the back end systems of the respective institutions and the data to be collected is conditional by the respective Institution. To give an example: applying for registering a property would require certain data to be filled in the application form and certain documents to be attached to the application form. These entire requirements are defined by the respective institutions. The scope is:

- Develop complementary face-to-face and Call Centre channels to provide simplified citizen access to public services;
- Safe and efficient transfer of documents;
- Improved information exchange to ensure that the right information arrives at the right time, with easy access, but with security in transfer.

The **processes related to Front Office management** are defined by ADISA and should be designed to manage specific citizen-facing processes. The project scope is described in the following paragraph:

- Improve customer service and responsiveness (completeness, relevance, timeliness and accuracy);
- Support service growth in terms of users, repeat users, access to services, channels or locations, etc.;
- A standardized communication interface between all participants;
- Improved operational transparency between partners;
- Act as a catalyst to support simplification, customer service improvement, quality management systems, e-Government, and other aspects of the reform;
- Improve the image and reputation of the Public Administration;

The **processes related to the performance of FO and BO** is defined by Law, institutions regulations and ADISA. They should be designed to measure and analyze the performance indicators according to the defined metrics.

- Standardized reporting mechanism for FO and BO performance
- Automatic reporting mechanism
- Improve efficiency and Quality of FO and BO

From the technology perspective, the biggest challenge of designing this platform is the fact that citizen information is stored in multiple, line-of-business systems. In addition ADISA FO management tasks are complex and will require very well defined rules and procedures to be automated suitably and efficiently. The requirements for the Integrated Front office solution of ADISA are specified according to different levels of organization. Business Requirements are focused and aim to tie the solution to documented

strategic, tactical, and operational goals of ADISA.

The operational activities of ADISA will be envisaged in 5 pillars:

A. Planning of service   (FO&BO)
B. Provision of service   (FO)
C. Execution of service   (BO)
D. Delivery of service   (FO&BO)
E. Monitoring and Reporting per Service   (INST.)

Operational activities of ADISA can be defined within a framework presented by the figure below. We can call this framework "ADISA Operational Framework". Within this framework we can define the 5 pillars of operational activities as follows:

Figure 1. ADISA Operational Framework

1.1.2 Operational framework versus Functionalities

The modules of IFO system will serve to fulfill the operational tasks according the five pillars (Planning, Provision, Execution, Delivery, Monitoring & Reporting) identified in ADISA business requirements. The table presents which module will serve to which pillar.

	Planning of service	Provision of service	Execution of service (Application status update only)	Delivery of service (Status or Delivery)	Monitoring and Reporting per Service
Public Service Catalog Management	x				
Case Management and Business Process	x	x	x	x	x
Queue Management		x			x
Document Workflow Management	x	x		x	x
Business Intelligence			x	x	x
Payment Service		x			x
Integration with e-Albania Portal	x	x			

Integration of Accounting Module	x	x			x
Integration Layer with GG Platform	x	x		x	
Email/SMS Notification		x	x	x	x
Telephony Call Centre integration		x	x	x	x

Table 2. Operational framework versus functionalities

Governing this framework we can define the 5 pillars of operational activities as follows:

A. Planning of Service

Operational regarding this pillar are related to communications and planning for introducing a new service or improving an existing one. These communications and planning are based on analyses for introducing the new service or analyses for an existing already implemented service (change management). This commonly involves changes to legislations and operational procedures. It involves planning for introducing the new service or the changes for an existing one. At the end of these activities we have a well define service based on clear procedure and legislation that must be provided to citizen/businesses. The planning process includes configuration of the new service or changes to an existing service configuration. This process is executed by the responsible actors (institution) as well as by ADISA. It includes defining service data and configuration properties that reflect business process execution. The following should be well defined:

- Service Metadata
- Application Form
- Official Documents templates
- Official Documents Workflow Generation process
- Service Business Process Flow

For the purpose of the IFO system, all changes in the current IT scenario related to the services, will take place only after the administrative and legal procedures that regulate the changes themselves are finalized. That is to say that the IT component follow the well determined rules of the Service.

Once these are properly defined and configured the service is ready to go in Provision. At the end of these activities we have a well define service based on clear procedure and legislation that must be provisioned in IFO system.

B. Provisioning a service

Once the planning is done the provision process has to start. The Provision pillar includes the following high level operations as presented by the framework:

1. Reception of the citizen by presenting the ticket queue number and application form.
2. Verification of the citizen and application.
3. Application process by opening a case based on the service required by citizen.
4. Payment of the service fee if required as per service metadata.
5. Confirmation to the service owner (the institution back office) after it is reviewed by the ADISA.

C. Execution of a Service

While the provision of the services includes the transactions that happen on the FO, the execution of the service contains the process that will happen in the Back Office. The execution pillar includes the following

high level operations as presented by the framework:

6.   Processing by the service owner (the institution back office).
7.   Decision by the service owner after processing of the application (the institution back office.)

The service provision operations are responsibility of the front office (ADISA if the FO is managed by ADISA) and the service execution operations are is the responsibility of the back-office including here the decision making which is responsibility of service owner (a government institution).

The execution of the service ends once a result is ready to be delivered to the citizen.

D. Delivery of Service

Once the service owner has made a decision about the result that should be communicated to the citizen the delivery process begins. This process involves the utilization of different channels in order to notify the citizen and deliver the result of his/her application for service. A Hybrid-channel approach enables users to access a service, irrespective of the channel they prefer to use. Front office applications should be integrated and support the service provision with centrally stored and accessible data. This should ensure that available data are identical in all channels and processes.

E. Monitoring and Reporting

This pillar should guarantee the performance of the service operations by all actors according to the legal basis, institutional arrangements and agreements. Advanced reporting tools are required to do the analytical research on the performance and of FO and BO.

1.1.3 Channels of Service Delivery

A Hybrid-channel approach enables users to access a service, irrespective of the channel they prefer to use. Front office applications are integrated and support the service provision with centrally stored and accessible data. This ensures that available data are identical in all channels and processes. There are different channels for public services delivery today speaking such as:

► Service windows;

► Service delivery points with a one-stop-shop; (ADISA)

► Electronic service delivery by means of electronic communication;

   ▪ SMS (ADISA)

   ▪ Email (ADISA)

   ▪ E-Albania Portal (NAIS)

   ▪ E-Albania Kiosk (NAIS)

   ▪ Mobile E-Albania Application (NAIS)

   ▪ Call center (and IVR in the near future) (ADISA)

   ▪ Telephone

Four of those channels highlighted in cyan, will be used by ADISA as indicated in the respective channel and the table below presents the processes of the service that can be communicated via the channel.

Process of the services for	Reception	Verification	Application	Payment	Confirmation	Processing	Decision	Delivery
Service window OSS	Service Info ✓	Service Info ✓	✓	✓	✓	✓	✓	✓
SMS	Service Info ✓	N/A	Service Status ✓	Service Status ✓	Service Status ✓	Service Status ✓	Service Status ✓	Confirmation ✓
Email (ADISA)	Service Info ✓		Service Status ✓	Service Status ✓	Service Status ✓	Service Status ✓	Service Status ✓	Copy ✓
Call center	Service Info ✓		Select Services ✓		Service Status ✓	Service Status ✓	Service Status ✓	Confirmation ✓

Table 1. Service processes through communication channels

1.1.4 Public Service Catalogue Management

Provision of Service it is based on a corner stone component of operational activities called Public Service Catalogue.

1. Public Service Catalogue Management is a one of the main task of ADISA. This task represents functions of ADISA to manage all the information about administrative public services that will be offered for the citizens by the central government. This task will contribute to a better management of portfolio of public services, which will make possible to increase the quality and efficiency in the service delivery and rise of transparency and accountability of the public administration towards both citizens, and businesses.

2. Through Public Service Catalogue, ADISA staff should be able to perform three main tasks: Unique codification of the Public Services, Standardization of the Application form of the Service and unique Codification of the Application form.

3. This component will contain all the detailed information for the public services which will guarantee the citizens the guidelines for the steps, before applying for a service. Today speaking the channel of service delivery could be: through e-Albania Portal (e-services as published in e-Albania through GG platform), through ADISA Front offices, or through the service window of the institution.

4. This component will administer all metadata of the services and will administer all integration and mappings between ADISA service catalogue and GG Service Catalogue.

5. The information will be provided by the state institutions which are obliged by law to give all the information for the public services that they deliver. ADISA will be the only institution that will administer and maintain all the respective data of the services. Thus the State Institutions have the right to read the information, update the data and modify the information regarding the public services that they deliver. In the end the whole information will be approved by ADISA.

6. Based on a last Decision of Council of Ministers the database of information for the services administered by ADISA is registered as a state database, and the information for the Public services should be the only source for all state institutions to refer and reuse.

7. The Service information card is a report that should be generated based on the service catalogue. It should contain specific information for a service such as: name of the service, code of the service, description of the service, required documentation, fee of the service, provided document that the citizen benefits, and also other needed information regarding the service.
8. The service information card will be used for providing information related to the services via different channels like: Call Center, E-Albania Online Portal and One Stop Shop Centers, e-Mail and SMS notifications etc.
9. The format of the Service information card will be approved by the Council of Minister Decision which is yet in the process) and should provide the entire information a citizen/business must know about the service.

Public Services as State Databases

10. According to the Council of Minister Decision no.522, 13.07, the database of the Public services is considered as a State Database (Please refer to the law of state databases No. 10325, date 23.9.2010) to comprehend its attributes. This database will contain all the detailed information for each service in Albania. ADISA will be the management authority for this database. The information will be collected from other institutions which are responsible for the service provision, and they are obliged by law to provide to ADISA all the details of the services.
11. This database will be the only source of information for all the other institutions as it contains various primary data, such as: Name of the service, code of the service, classification of the service, description of the service etc.
12. This database should also be integrated with other systems like: HRMIS, e-Albania Portal, and other institutions systems which may be necessary to exchange the data. (Please refer to the system integration section).
13. ADISA will have full access rights in the system, and will define different levels of access for users that will need to use the system like: Viewer, Editor, Audit, Administrator etc. The institutions should only have the rights to view and modify the information that is part of their services. The Annex B provides a conceptual ER-diagram of such database.

1.1.6 Telephony Call Center

Call center is one of the main channels that will be offered to citizens to provide service. Although this channel is not the channel for initiating a service, it will provide general services to citizens (like service information help, service status information etc)

1. The Call center of information for the Public Services will facilitate the way of getting information by the citizen. The unique national number 118-00 will serve as a contacting point for every citizen seeking information. This informative service will be available 7 days of the week.
2. Another functionality of the call center will be to provide all the necessary information that is needed before applying for a service when citizens require it. The interface and access to the Public Service Catalogue is needed for the operators of the call center.
3. It is important that the request for information from the citizen should be tracked. In this way ADISA can: prioritize informative campaigns based on target groups and amount of information requested; analyze the information gaps through the services.

4.   The citizen might contact the call center to ask for the status of the application. Operators should have access to check the status of the application according to track number, so the operator can correctly notify the citizen regarding the application status.
5.   The call center should be able to register a complaint, related to an application as well as other complains.

1.1.7 Email/SMS Notification

Another channel of communication with citizen is the e-mail or SMS notifications. This channel plays an important role in service delivery.

1.   Citizen should let know the clerk which way he prefers to be contacted so the Customer care office can inform the citizen/business if the case is processed successfully or your case is incomplete and the reasons.
2.   The requirement is to notify the citizen via email about the status of the application and any services progress.
3.   The requirement is to notify the citizen via SMS about the status of the application and any services progress.
4.   The requirement is to send the same SMS notification to a group of Applicants.
5.   The requirement is to send the same email notification to a group of Applicants.
6.   Integration with proper NIAS electronic infrastructure to enable IFO to provide e-mail and SMS notifications

1.1.8 Financial Integration and Payment Service

As part of Service Execution there are payments that should be done before any further processing takes place. The Service Provision activities include defining and configuring the fees per service.

Fee Definition
1.   Each service will have its own fee and requirement to record the fee of the services should be incorporated. In addition, the date the fee is implemented should be recorded.
2.   The requirement is to change the fee of the service, but preservation of their history should be implemented.
3.   The fee of the service can be managed by finance department only.
4.   The IFO system should enable the registration of the fee their history and the person who made the change. This change must be done only from the authorized persons, and every change must be saved in the system. This will serve for financial analyses in different time periods, evolution of tariffs etc.

Invoicing
5.   FO clerk should print the Invoice that shows certain data such as: name of the applicant, service code and service name, application date, amount to be paid, etc.
6.   Also FO clerk should print a payment confirmation, when the Applicant has successfully paid the service in any form.

Payment service

7. Based on the regulation which will be in force for public service, ADISA will contract a bank of the second level. This bank will facilitate the direct payments or e-banking of the citizens that apply for different services in the FO operated by ADISA.

8. One of the steps to be performed during the application process is the payment of the service. Method of payment will be implemented in three ways:
    a. With prepaid stamp. The citizens together with the filled in application will present the stamp of payment that has the exact value of the service.
    b. The method of payment via POS, at the FO clerk while the citizens are applying for the service. This is the situation when the citizen has a debit or credit card issued by a Bank. The POS service will be provided by the contracted second level bank in Albania.
    c. Payment of services by citizens will be processed directly at the Bank, which means the citizen will pay in the banks of second level, within or outside the premises of ADISA.

9. The IFO System should enable confirmation of payment and reconciliation on-line with the bank for the fees paid and respective service, applicant of the service, etc.

10. The Integration with the system of the selected bank of second level in Albania, in order to reconcile the payment in real time. The finance supervisor should be able to control via ADISA platform if the respective services payments are done by citizens. For any form of payment, the office clerk must have the opportunity to view the confirmation status. This access is important because without such verification, the application of citizens could not be processed in the next step.

11. This procedure must be traced in real time by ADISA in order to not delay the next process of the application made by the citizens.

12. For each financial transaction conducted to ADISA it is necessary to save each record of payment with all the details in ADISA's IFO system to be more clear and secure for all the payments that are completed from the citizens.

13. The system should generate financial reports that will help on decision making. These reports for a specific period of time but not limited:
    a. the amount of income per institutions
    b. The income per service
    c. The income per FO
    d. Total income of ADISA.

14. Integration with accounting software program ALPHA, which is currently in use at ADISA. The requirement is to integrate ADISA IFO platform with the financial system ALPHA which is currently in use by ADISA as an Accounting software to register expenses and income. The integration is required, in order to make possible the exchange of data and migration of the needed information. Also it should have the option to categorize the payments based on service categories. (Please refer to the integration section).

1.1.9 Integration with Queue Management System

Queue management system is one of the necessary components that will be provisioned in each ADISA front office, as an integral part of front-office functionality. The provision of this

solution is not part of this project scope. The queue management system should be fully integrated with the Services Platform in such way that the Services Platform is fed with information related to the points in time when the applicant is served by the clerk.

1.1.10 Performance Monitoring and Reporting of the Service Delivery

The IFO System will serve to the management to analyze the public service delivery.

1. It should offer the interfaces to dynamically generate reports on the application and their statuses based on the service types.
2. It should offer tools to analyze the services and their business process steps (how many steps are performed, how many documents are generated, how many documents and their sizes are scanned, how many applications are rejected, incomplete and their reasons).
3. Performance monitoring will be focus on two main aspects of service delivery, performance of FO and BO. Considering the qualitative and quantitative data that will be processed daily the results of the following indicators should be analyzed and calculated automatically through ADISA IFO Platform.
4. It should offer the interface based on Citizen Satisfaction Survey' template and Citizen Voice' template in order to measure citizen-oriented indicators.
5. In addition, the feature of sending automatic reports to specified list of users should be configurable.

Following is the list of Indicators and their respective metrics

Type	Reports of indicator	Metrics	Source of indicator (IFO module)
FO.1	Applications per Front Office	Number of Applications type/week/institution/FO	Business Intelligence
FO.2	New Applications received during the week per application type	Number of new applications/ type/week/institution/FO	Business Intelligence
FO.3	Number of suggestions for improvement received related to ADISA	Number of positive feedback / week/ service type/ institution/ FO	Business Intelligence Complaint Process
FO.4	Number of complaints received related to ADISA	Number of negative feedback / week/ service type/ institution/ FO	Business Intelligence / Complaint Process / Case Management and Business Process
FO.5	Percentage of applicants who receive an application number at the FO	Number of customers or citizens who were delivered an application number/ total number of costumers or citizens	Queue Management Integration / Business Intelligence

Type	Reports of indicator	Metrics	Source of indicator (IFO module)
FO.6	Effective tracking of services by the citizens	Number of requests to track the status of users application on the website and to the call center / total number of requests	*Application Tracking*
FO.7 *related to Call Center	Calling responsiveness	*Number of call answered/ gender/ geographical distribution/ telephone number/ status/ institution/ service type -Total Number of Call Received -Number of calls picked up within 5 rings/total number of calls	*Telephony Call Center*
FO.8	Waiting time (queue time)	Average waiting time / FO/week	*Queue Management Integration*
FO.9	Waiting time per service window (queue time)	Average waiting time / service window/ institution/FO/week	*Queue Management Integration*
FO.10	Cost of the service per application type	Cost / application type	*Payment service integration with Government Payment Gateway* *Case Management and Business Process*
FO.11	Number of files returned back with error or applications with repeated processing per week per FO	Number of files returned back/ total number of processed applications / institution/ week / FO	*Business Intelligence* *Application Tracking*
FO.12	Finished applications per week per FO	Percentage of finished application process for the first time / total number of applications / institution/ FO/ week	*Business Intelligence* *Case Management and Business Process*
FO.13	Number of appeals per week	Number of appeals / total number of processed applications / week / FO	*Business Intelligence* *Case Management and Business Process*
FO.14	Number of processed application per FO employee	Number of application / day / FO employee/ service window	*Business Intelligence* *Case Management and Business Process*

Type	Reports of indicator	Metrics	Source of indicator (IFO module)
FO.16	Average processing time per application per FO employee	Average processing time / FO employee / FO/ week	Business Intelligence Case Management and Business Process
FO.17	Number of complaints coming from customers to FO employees per week	Number of complaints coming from customer to FO employee / week/ complaint's object	Complaint Process/ Business Intelligence
FO.18	Number of compliments per week per FO coming from customers to employees	Number of compliments coming from customer to FO employee /week/ compliment's object	Case Management and Business Process Business Intelligence
FO.19	Average processing time per application type	Average processing time / application /service/ institution/ FO/ week	Queue Management Integration
BO.1	Applications pending at the beginning of the week per application type	Number of pending applications/week/ application type	Case Management and Business Process Business Intelligence
BO.2	Delivered services during the week per case type	Delivered services/week/service type/ institution/ FO	Case Management and Business Process Business Intelligence
BO.3	Application pending per application type per week	Pending applications/service type/ institution/ FO/ week	Case Management and Business Process Business Intelligence
BO.5	Backlog resolution per application type per week	Number of backlog resolution/application type/ institution/ FO/ week	Case Management and Business Process
BO.4	Total number of backlog per type per week	Number of backlog/application type/week	Case Management and Business Process
BO.6	Clearance Rate (%) per FO	Number of resolved application / incoming applications * 100 / application type / institution/ FO/week	Business Intelligence Case Management and Business Process Application tracking
BO.7	Handling/processing time of service delivery per application type per week	Processing time (in minutes) / application type/ institution/ FO/ week	Case Management and Business Process Application tracking Business Intelligence
BO.8	Applications processed within deadline in percentage by Institution	Application processed within deadline / total number of applications / Institution/ FO	Application tracking Business Intelligence

Type	Reports of indicator	Metrics	Source of indicator (IFO module)
FO & BO.1	Processing time of complaints	Processing time (in minutes) / complaint / institution/ FO	Case Management and Business Process Business intelligence
FO & BO.2	Application Turnover Ratio per FO	=Number of resolved applications / Number of applications at the end /application type/institution/FO	Case Management and Business Process Application tracking Business Intelligence

Table 2. List of performance Indicator

1.1.11 Application Tracking

Service Execution activities generates a logic abstract concept called a case. This service case is a electronic recording of an execution of a service business process related to a citizen or a business representative. ADISA should be able to track and monitor this case through all its life-time, from the start of service execution till the delivery of the service. It is this abstraction concept that allows ADISA to track every instance of service execution pipeline. It is a basic unit based on which performance measurements and indicators will be based upon. Based on the case concept it should be able to:

1. Trace the application status during service execution.
2. Allow the operator of Call center to track the case of a service: Please refer to the section 'Telephony Call Center'.
3. Allow the ADISA FO service clerk to track the status of application, the applicant need to shows-up in the InfoPoint window. The Clerk should be able to look at the status of the case searching by case number. The current status of the case should be printed and provided to the applicant.
4. Allow notification of citizen by Email/SMS: Please refer to the section 'Email/SMS Notification'.

Track ID
The status of the case should always be reached via IFO system. IFO system can and should facilitate dividing the status of the front offices steps even in more sub-processes. The minimum of two statuses should be kept for the case in Front office
FO
1. Accepted Application, this status is valid when the application form is complete (all data and documents are accepted)
2. Confirmation Payment, this status is valid when the respective fees of the application are paid by the applicant.

After those two steps the case is delegate to the Back office and the status case should be defined as follow:
Back office:
3. Case assigned, this status is valid when the case is assigned to an office clerk on the back office.
4. Pending, this status is valid when BO office clerk carefully defines that addition document/s is/are needed and the case is returned to the FO/ Applicant to be completed. This will help to

calculate the real processing time of the case. (The time the applicant needs to complete the documentation will not be calculated at the processing time.

5. In Process, this status is valid when BO specialists process the case. Depending on the Institutions it could be one or more specialist that has to process the case.
6. Complete. this status is valid once the decision on the case has been taken which could be Refused or Approved
7. Delivered, this status is related to the delivery of the service. It presents that the service output (paper, document, etc.) is delivered to the Applicant.

The status of the case during the processing in the back office, will be recorded first in the back-End systems. It will be communicated to the IFO system via GG/Webservices.

1.1.12 Service Execution and Delivery Business Process

The IFO system should allow the design of business processes to manage all the steps from service execution till the service delivery. It should also allow address other operations of ADISA such as customer service, marketing, performance, which are reliant on good customer data in order to be effective.
The following requirements describe the sub-processes as defined in ADISA operation framework figure.

1. Application (3)
   - Selecting the Service
   - Obtain information on application forms (providing application forms)
   - Control of the documents required (public service attachments management)
   - Re-opening the application to make possible sending extra documents that are required from Back office during processing process.
   - Processing of applications (public services selection)
   - Applying for the service (public services offering)
   - Suspension of application (public service follow-up)
   - Reopening a suspended Application (referring to closed public service case)
   - Rejection of application (public service termination)

2. Reception (This should be First 1)
   - Accepting the queue ticket number Asking for ID card
   - Asking for the type of service required
   Verification (2)
   - Identification ()   based on the ID Card presented
   - Based on service required prepare for serving the citizen
   - Control of the documents required
3. Payment (4)
   - Process the payment if there is a fee for the service
   - Process payments if for an existing case there are additional fee required.

4. Approval, Processing, Delivery (Confirmation and Forward)
   Submit of the application to BO (public service application assessment)
   To address the applications to the Responsible Institution and notification of the applicants

about any administrative action carried out by the responsible (public)
- The grades of the application (public service status)
- Complete the application (close of public service case)

5. As part of this business process flow the following data must be captured and stored by IFO system Identification and Storage of citizen/business information. The system should allow to capture citizen/business details during registration process and maintain a database containing the following information.

a. In the case of an applicant/individual, the data that will be saved shall be as follows:
- Type of applicant: Individual/Business,
- Name,
- Father's name,
- Surname,
- Personal Identification Number,
- Postal Address,
- Email, Cell phone/fixed line,
- Application number (a number to be used to trace the status of required service/complain).
- Date of application
- Category of required service
- Required Service
- Amount paid for the service
- Status of the Application
- Completion date of the application
- Location and City where Applicant applies

b. In the case of applicants/business entities, the data to be saved in the system is as follows:
- NIPT,
- Name being Registered,
- Administrator,
- Personal Card Number,
- Judicial form,
- Status,
- Date of registration,
- Address of seat,
- Contacts of the Administrator, Location, telephone
- Application number (number to be used to trace the status of required service/complain).
- Date of application
- Category of required service
- Required Service
- Amount paid for the service
- Status of the Application
- Completion date of the application
- Location and City where Applicant applies

To summarize the IFO system should allow a business process execution to support the following business requirements:

6. Capture the metadata needed to apply for the service and Send the data to the back end of the respective institution
7. The application status could be changed. It is required that some roles of the users have the possibilities to modify the application on hold, refused, accept, and send to the BO.
8. Verifies the set of documents that accompanies the applications.
9. Facilities payment method (Please refer to the section payment service)
10. Send acknowledgement of application.
11. On Approval of an application send an email/SMS alert to the applicant.
12. The system should make a provision for enquires/complaints about an application.
13. Generate a Tracking number so the service execution business process can be monitored.

Based on the a above mentioned business requirements the following typical work flows should be supported by IFO system.

Receiving Information

Receiving Information regarding a service at the Front office is provided below:
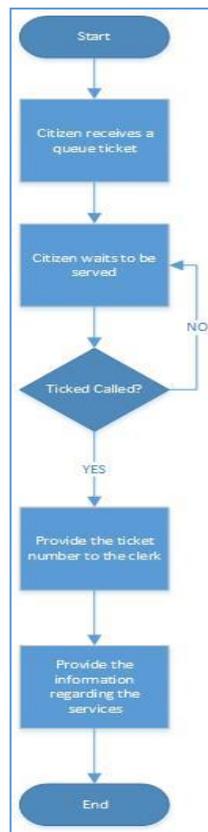
Figure 1. Workflow of receiving information for a Service

Receiving Information

If the applicant reaches the ADISA FO aiming to receive information about a service delivered by ADISA, the citizen need to be well-informed about the service's details.

- In such case, after the applicant receives the queue ticket waits to be served.
- When the ticket is called, he shows-up in the info-point window where he will get all the asked Information about the service from the clerk.
- The clerk will have in front of the window/computer the "citizen-catalogue" from where he will be informed for all the detailed information about the service.
- When the queue-ticket number is showed up at the citizen display citizen approach the clerk's desk and provides the ticket to the clerk. This could help to calculate the waiting time.
- The clerk provides the required information of the administrative procedure (for example the name and cost of the service, the expected time in the queue, etc.) referring the detailed services' catalogue.

Apply for a Service

The most important workflow is the one when the citizen applies for a service. Below is presented this flow of work.
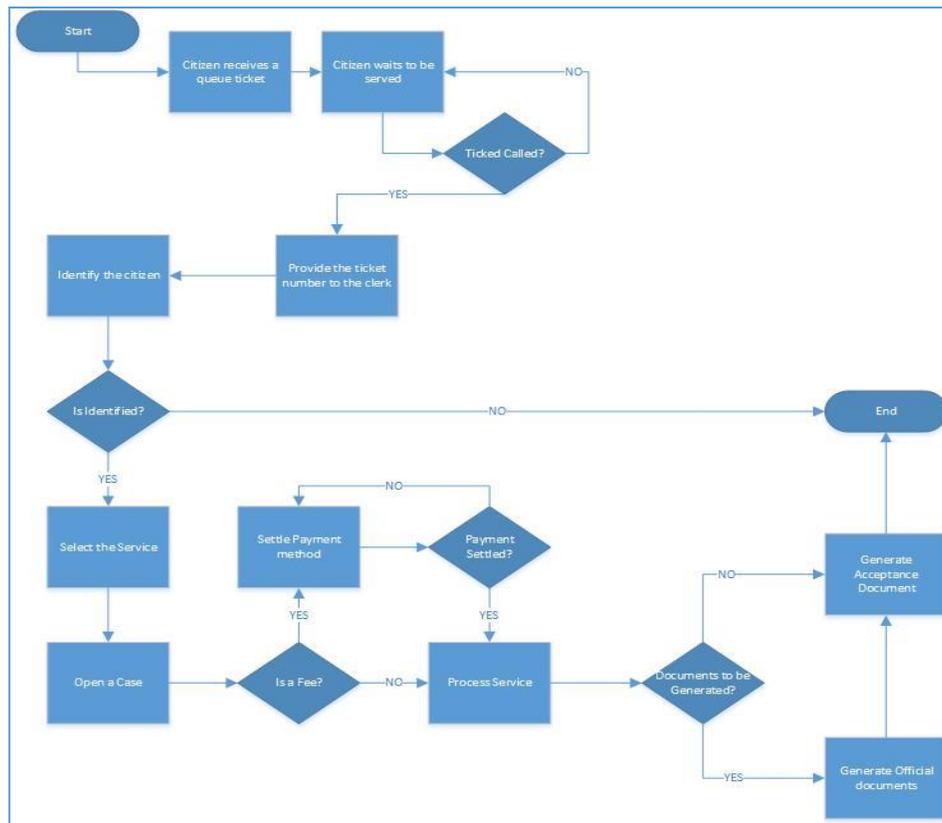
Figure 2. Workflow of Application for a service

Applying for a Service

If the applicant shows up to ADISA FO, to apply for a service, the first step for him is to take the

queue-ticket.

- When the queue-ticket number is showed up at the office desk clerk and the citizen display, citizen approach the clerk's desk and provides the ticket to the clerk. This will serve to calculate the waiting time.
- The process of application for the service starts. Applicants must present the following:
  o Identification document or Procure/Authorization when the applicant is not present.
  o Application form
  o Documents to be attached related to the service required (specified in the Public Services Catalogue)
- The office clerk is responsible to control and to accept the documentation. Having followed the above steps, the office clerk opens the case and begins to fill the data in electronic form by:
  o Enter the queue-ticket number
  o Select the service the applicant wants to apply (could be selected automatically based on the queue-ticket number
  o Enter the NID/NUIS of the applicant
  o Fill in the data of the application forms
  o List all the documents presented and respective number of pages
  o Scans and attached the documents
  Next step is the payment of the fees/services
  o Generates the invoice of the service
  o Process with the payment if citizens prefer to pay with a Prepaid stamps or via PoS (payment at the Point of Sale with bank credit/debit card).
  o Print three copies of the acceptance of the application form, payment confirmation or the invoice
  o Clerk and Applicant should sign the application form acceptance and payment confirmation or invoice.
  (Please note that another way to proceed with the payment is at the bank branches.)

The application is deemed complete for the citizen. The office clerk delivers the set of documents related to the application to the supervisor together with the report of the applications performed during the day.

Depending on the type of the service and method of payment, the Supervisor might need to confirm/approve the application before send to the respective Institutions. This functionality should be implemented in the system.

After receiving all the submissions from all the office clerks, the supervisor should print:

- The Report of the applications confirmed by the Bank (performed with POS / bank card selling point), which are delivered to the BO
- The Report of the unconfirmed applications from the Bank (payment made at the counter of the bank).
- Until further confirmation, the applications are managed by the supervisor

The paragraph above describes the usual workflows. Other scenarios could be that the office-clerk estimates (for different reasons) to:

- Reject the application: When the clerks identify that one of the main document is not according to requirements (The operator prints the standard document explaining the reasons for the refusal)
- Cancel the application: In the cases that the applicant doesn't have enough money to pay for

the specific service or the service–penalty, the applicant needs to take back his own documents and to come another moment to apply.

-          Annulment: If in the official working hours the applicant pretends that he has pay more than he should do, he have the ability to ask the annulment of the specific application and the reimbursement.

-          Suspend: this step can be taken by the supervisor; it concerns the applications which have no payment until the end of the working-day and so far, the application is considered to be incomplete from the supervisor.

-          Accepts the application with a reserve: (some specific notes or reasons) in situations when the applicant doesn't have the enquired documentations according to the service, but the application need to be accepted because of the end of the deadlines of the service, according to the law. ADISA is in charge to confirm if the application needs to be approved (with a reserve).

-          Depending on the type of the service and method of payment, the Supervisor might need to confirm/approve the application before send to the respective Institutions. This functionality should be implemented in the system.

1.1.13 Complaint Process

The Citizens/Business Complaint functionality should be optimized to meet efficient handling of complaints:

1.   Registering new complaints,
2.   Delegating of complaints to respective Institution/departments
3.   Managing existing complaints,
4.   Escalation of unresolved complaints,
5.   Managing and tracking the complaint statuses,
6.   Performance monitoring and producing informative reports related to Complaints.

The IFO system will be able to receive complaints linked to the ADISA service code and unique tracking number of a citizen's application, and will interact with the Co-Governance platform through GG to exchange the details of complaints and related service data (using the ADISA service code for connecting / identifying data). The IFO will provide performance monitoring & reporting functions related to complaints. The Co-Governance Platform is the platform for all complaints (submitted online), and the IFO system will be linked with this platform for automated data exchange to enable a centralized database of complaints."

1.1.14 The Integration with Citizen Feedback Mechanism System

CFM (Citizen's Feedback Monitoring) web-based System is being developed for the Albanian Prime Minister's Delivery Unit (DU). CFM will be an important tool of quality management for the Good Governance reform which will be used by Delivery Unit to prepare daily, weekly and monthly reports that measure the performance of the institutions, address critical issues that might require decision making as well as resolving possible bottlenecks. The overall goal is to measure the quality of the public services, monitoring the performance of public institutions on scope.
The aim of CFM system is to collect all solicited information from citizens/businesses after a public service has been delivered to them. IFO system should feed automatically the CFM with the data of citizens/businesses served at integrated front offices. The integration should be fulfilled via web-services and GG.

1.2   Functional Performance Requirements of the System

1.2.1   IFO System Overview

The IFO System should be an integrated solution in order to administer all services that will be offered by ADISA. This platform should be able to define business service process flows and relay on the GG platform for utilizing the electronic services already published. It should integrate properly with GG platform in order to interact with the back-end information system of the Agencies as part of the service process flow. The scalability of the platform has to be achieved in multiple dimensions; it should be possible to resize the solution to accommodate larger number of service request, add new type of services without the need to reengineer the platform as well as enhance the platform with new functionalities without disrupting the service and in full compatibility with the platform as-is.

The final product, the Integrated Front Office System will provide services via different service delivery channel. The figure below presents a high-level view of the current e-Government infrastructure solution in Albania. It also presents the proper position of the expected final product within this e-Government infrastructure. The Integrated Front Office System will be hosted on the e-Government infrastructure and will be properly integrated with the existing systems like Government Gateway, e-Form Server, PKI, e-Payment Service etc.
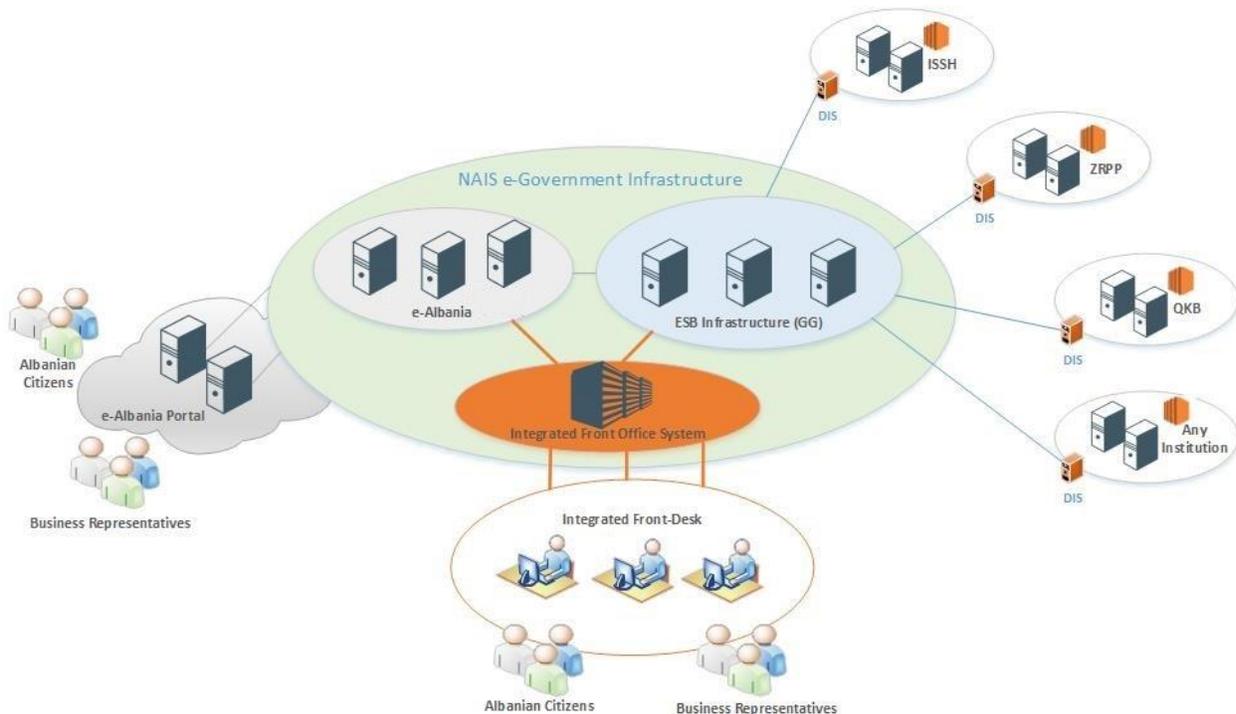
Figure 3. Integrated Front Office Solution hosted at NAIS e-Government Infrastructure

The final product should provide the following functionalities supporting ADISA business processes:

- Public Service Catalogue Management
- Case Management and Business Process
- Queue Management

- Document Workflow Management
- Business Intelligence
- Payment Service
- Integration with e-Albania Portal
- Integration with Accounting Module
- Integration Layer with GG Platform
- Email/SMS Notification
- Telephony Call Centre integration

1.2.2 Overall IFO System's requirements

The ADISA Integrated Front Office system (IFO) should be able to offer a set of functionalities in order to support the daily operation of the ADISA service centre(s). The system should be able to support business process workflows that enable all the actors to fulfil a successful service delivery to the citizens and service requestors. As a main pillar & central functionality of the ADISA IFO system should be a Business Process Management component which allows the design and execution of the process flows for supporting service provision. The tasks of these process flows should be system tasks and human workflows composed of human tasks.

The ADISA IFO system should include functionalities of a Front-Office system from/to all the government agencies that provide services to the citizens and businesses. In that sense it is a unification of all front office functionalities of (all) existing electronic systems of government agencies that offer services.

  Functional and technical requirements for the IFO platform are provided based on the high level architecture landscape presented by the following picture. It gives the main system components and their interactions with the back-end systems of the government institutions though e-Government Infrastructure components like GG, e-Froms, Active Directory etc. This high level architecture view of IFO system presents the landscape will support business processes that the ADISA IFO system should provide in order to enable the unification of the front office operations.
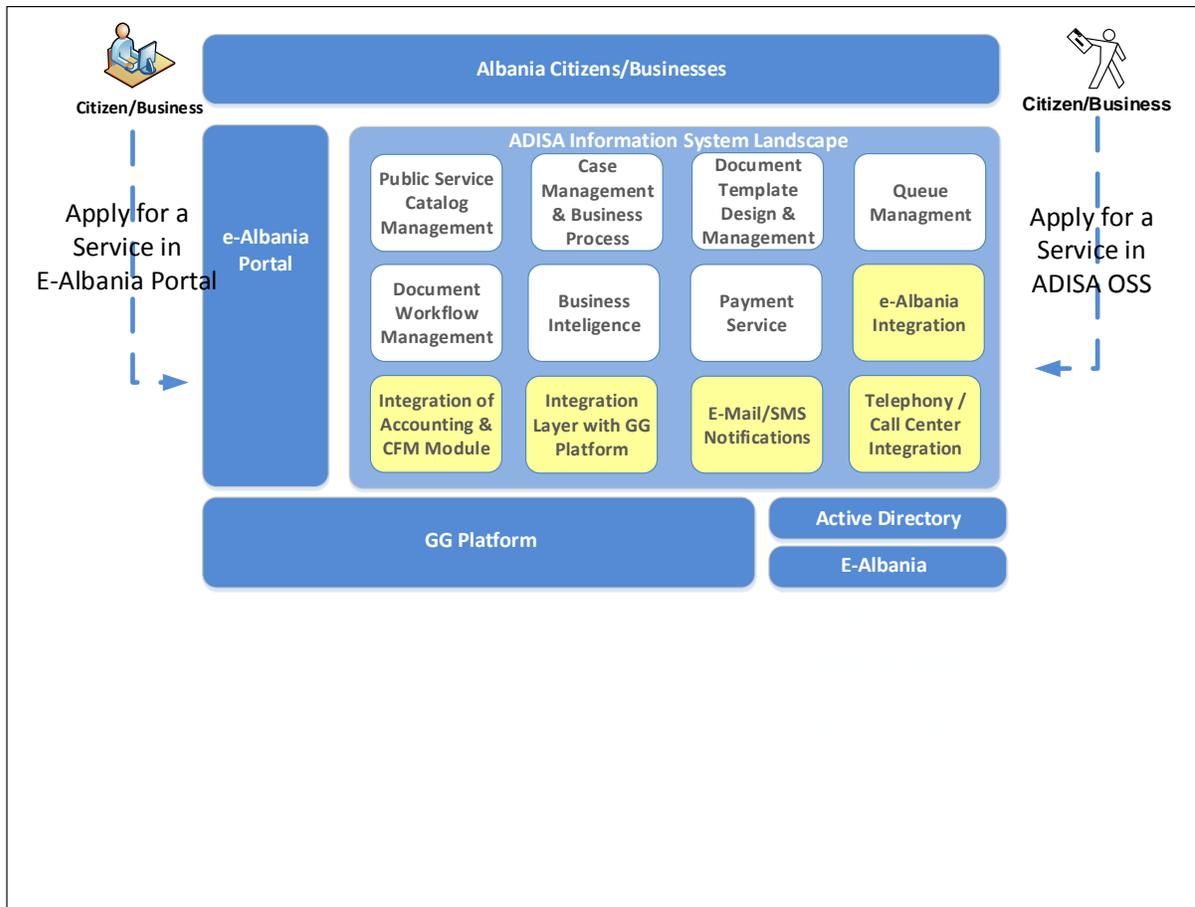
Figure 4. The high level architecture of IFO System

The ADISA IFO platform should contain the following components:

1. ***ADISA Public Service Catalogue Management*** ADISA Public Service Catalogue Management is a component of ADISA IFO System to manage all the information for more than 1400 public services. This component will contain all the detailed information for the public services which will guarantee the citizens the guidelines for the steps, before applying for a service. Through this component, ADISA will be able to perform the management of information in Master Inventory, unique codification of the public services, preparing the information cards, standardization of the application form of the service and unique codification of the application form. This module will contribute to a better management of portfolio of public services, which will make possible to increase the quality and efficiency in the service delivery.

2. ***Case Management and Business Process*** is a component that should allow the services offering (execution) to the citizen based on a well-defined business process. The execution of business processes will allow the generation of cases (to enable application tracking) based on service types. The component will track cases through all their life-time. The case is the basic unit to measure the performance of the ADISA and all the back end agencies in providing the services to the citizens. This component is a cornerstone of the ADISA platform. Business Process Management component is the core component that should allow business process execution, state transition, state persistence and process execution resume based on events. It is the component that enables the collaboration of all service actors though IFO system to provide service execution and service delivery. This component it is tightly integrated with the case management component to enable

the flow of the case information as a representation of service offering to a citizen or business and document workflow management

3. ***Queue Management*** is a IFO System component that allows to administer the queue of citizens that are waiting to be served when they are presented at ADISA service centres. It will interact with other components in order to properly administer the queue.

4. ***Document Workflow Management*** is a component that will allow design of the workflows for generating the documents based on case data and interaction with the end user like (service clerk, supervisor etc.). Depending on the service business process documents that are dynamically generated may require a workflow logic that may involve different actors in order to fill parts of the document that are reserved to be filled manually. A component that allows the definition of this workflow logic based on document templates should be provided by IFO system.

5. ***Business Intelligence*** is an important component that will provide the tools to measure Operator history and performance. This component of ADISA IFO System will allow performance reporting of execution of services through all the service execution pipeline steps. This will be made possible by means of reports, that will be based on different indicators that span through all service execution steps. It will be able audit all user actions, system actions, integration actions and report those based on service types. It will allow analyses of the services and their business process steps to be reported (how many steps are performed, how many documents are generated, how many documents and their sizes are scanned, how many cases are rejected, incomplete and their reasons).

6. ***Payment Service*** is a component that will allow payment services. This component will allow integration with the e-Albania Payment Services in order to support electronic payments (credit cards etc.). It should allow integration with the banks POS in order to process the payment transactions.

7. ***e-Albania Integration*** Is a component of IFO System to allow exposing of the ADISA front-office as a virtual service-window in e-Albania portal. It should allow the citizen or business representatives to perform all the steps performed by the service window clerk of ADISA.

8. ***Integration of Accounting module*** is the financial component of IFO system that administers all financial transactions that will be performed through the ADISA IFO system (in case of fee payments for services). It should allow recording of all payment transactions that are performed through ADISA IFO system for each service for each institution. It should be integrated with the existing ALPHA Accounting software package that is already implemented in ADISA in order to help the Finance Unit of ADISA and even the management of ADISA**.**

9. ***Integration with CFM system,*** which is a Citizen's Feedback Monitoring web-based system developed for the Albanian Prime Minister's Delivery Unit (DU). The intention of the system is not only the purpose of measuring the experience of citizens on the quality of service delivery, but also enhances decision support. IFO Platform should be integrated with CFM system and feed the CFM with the data of the citizens served at integrated front office, with the following data:
   - Name;
   - Surname;
   - Mobile number;
   - Email;
   - Gender;
   - Birth year;
   - Category

-     Institution;
-     Service received by citizen;
-     Location of Front office;
-     City;
-     Date of application;
-     Date of completion;

The above data will be independently analysed in the CFM System to monitor the performance of Service delivery. The integration should be fulfilled via web-services and GG.

10. ***Integration Layer with GG Platform*** is a component that allows integration with GG platform to support ADISA IFO System to provide services. It will enable ADISA IFO System to communicate with Government Agencies back-end information systems to provide the services to citizens. All the services published in GG platform will be utilize by ADISA IFO System during the business process execution.

11. ***e-Mail/SMS Notification*** is a IFO system component that notifies the citizen for any service progress via sms or email.

12. ***Telephony Integration /Call* Centre** is a IFO System component that allows the operator to service citizens through phone calls and immediately open a case based on the phone call.

1.2.3 Service Execution Flow Rationale

Unique Business Process Flow

In order to provide unique front office functionalities, the ADISA IFO system should support a high level process flow that can execute sub processes based on service types that it is supposed to offer. These high level process flows should be supported by two cornerstone components of the system: **Business Process Component** and **Service Catalogue Management** Component. These two components should allow dynamic service provisions based on dynamic business processes and dynamic service configurations. The ADISA IFO system should be able to provide the following high level process flow:
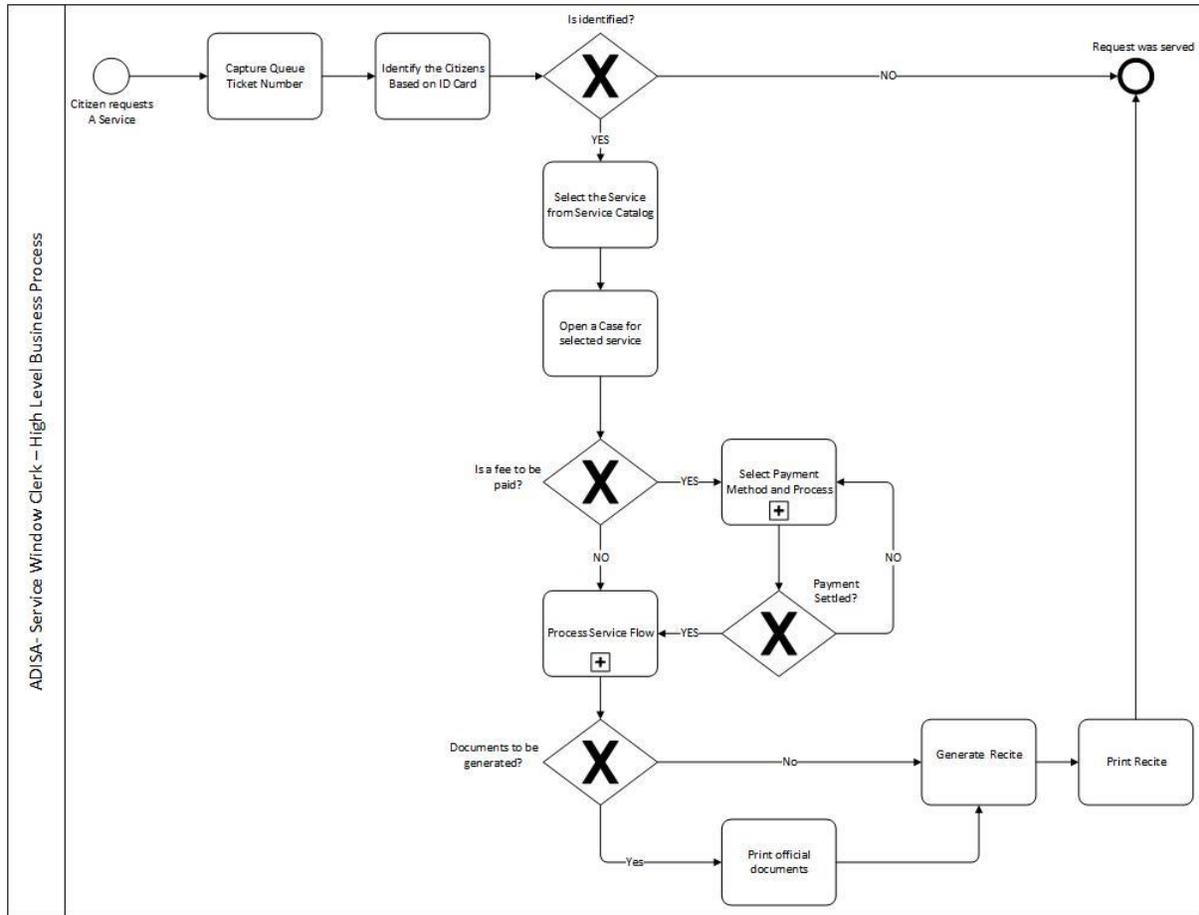
Figure 5. High Level Service Execution Process Flow

In this process flow diagram is expressed the high-level execution flow that ADISA IFO System should support in order to enable unification of front office functionalities. The flow is general and it will be the spinal cord of the system functionalities. The citizen goes to one of the ADISA service-window desks where the queue number is captured. At this the moment the process continues with the identification of the citizen based on the ID card. If positive identification happens then the service type is selected based on the citizen request. The service type is selected from ADISA service catalogue component. Selecting a service type enables the IFO system to open a case and generate a tracking number which will allow ADISA to track, monitor and measure the performance of the service execution. The case is an abstraction that records the event for serving a citizen based on his/her request for service. Depending on the citizen request the corresponding service will be selected from the service catalogue list. Opening a case is a very delicate process for it is this concept of the case that all the monitoring performance and efficiency is based upon. So once the service is selected the system opens a case by registering all data about the case (like the citizen generalities, case number, service metadata that are crucial for case processing). Opening a case before citizen identification and service type selection generates dummy cases that only fills the system with non-useful information. Based on service metadata (if the service is with fee) the payment process is initiated. The payment process is based on the payment integration service component to allow electronic payments in case the citizen wants to pay by credit card or other possibilities to choose.

On successful payment or in case the service has no fees than based on service metadata configuration the service business process will be initiated. This process consists of a sub business processes that is specific to the service type. This process can be as simple as one human task or complex as a complete

business process flow with multiple human tasks.

Once the service is completed the necessary documents are generated based on well-defined templates and document generation workflows. At the end the service recites confirming the service is generated providing details of the service and a unique case number to allow tracking of the case.

Process Service Logic Flow Sub-Process

The service process is sub business process that enables execution of the specific service steps in order to provide service to the citizen. The high level view of this sub-process flow is presented below:
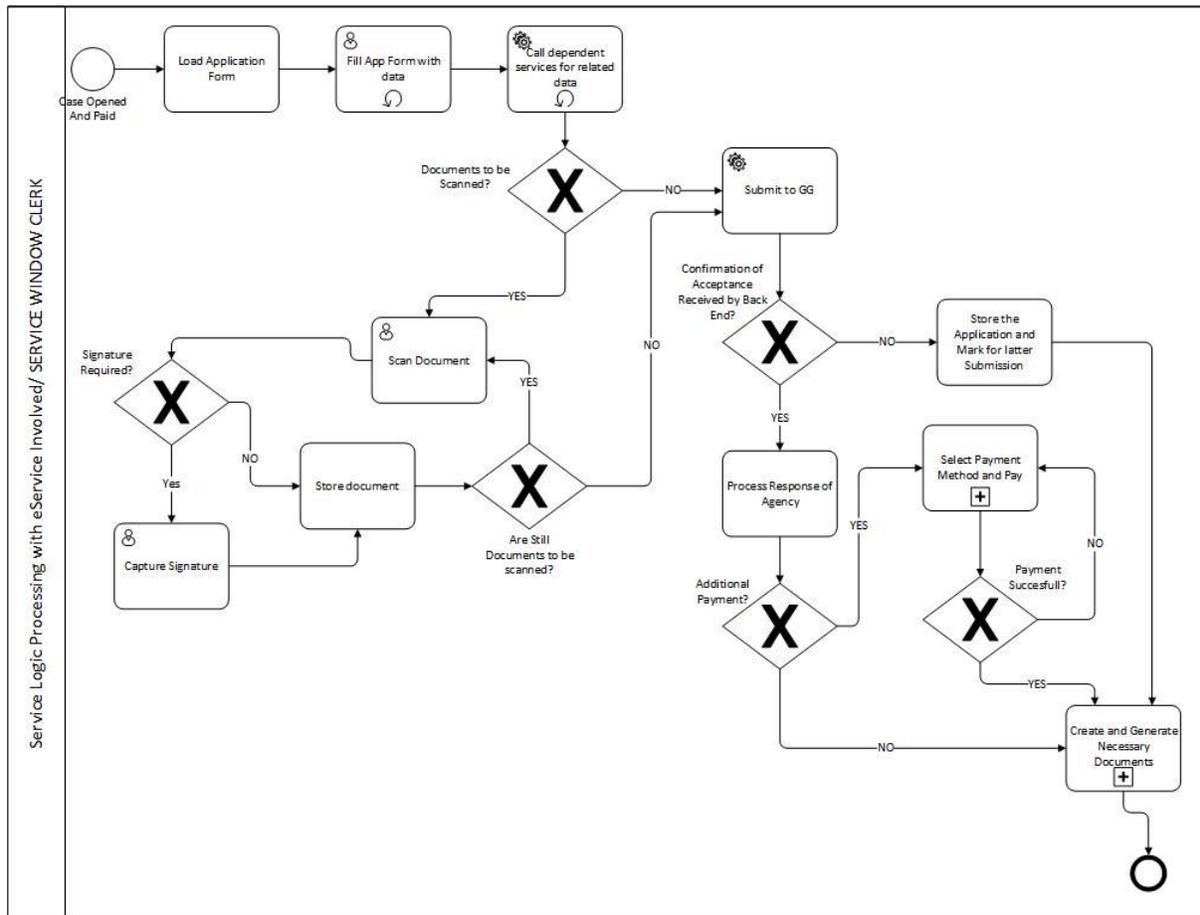
Figure 6. Process Service Logic flow sub-process

Based on the service metadata the IFO system should load an application form. The application form can be taken from the Form Server of the e-Government Infrastructure solution in case there exists an electronic service published e-Albania portal. In case it does not exists it should be provisioned and stored to the Form Server solution. Once the form is loaded the form is filled by the service window clerk and electronic services from GG platform are called in order to assist him/her in filling the application form. In case the service requires documents to be collected from citizen then a scanning process will be initiated. Depending on service metadata the scanned document may require the physical signature of the citizen which should be capture through signature pads. Included in service metadata are the set of the required documents that the citizen must present to the service window clerk in order to be served. There are documents which may require citizen signature to confirm that those documents are presented by the citizen. There are documents that must be generated as part of the service flow that may require the signature of the citizen in order to confirm them. The application form and scanned documents are

submitted to the GG Platform through the GG integration layer. The submission process is based on selected service metadata and if the there is an electronic service provisioned in GG platform to enable communication with the government agencies.

Submission to the GG Platform sub-process

The actual flow of "*Submit to GG*" sub-process is presented in the figure below
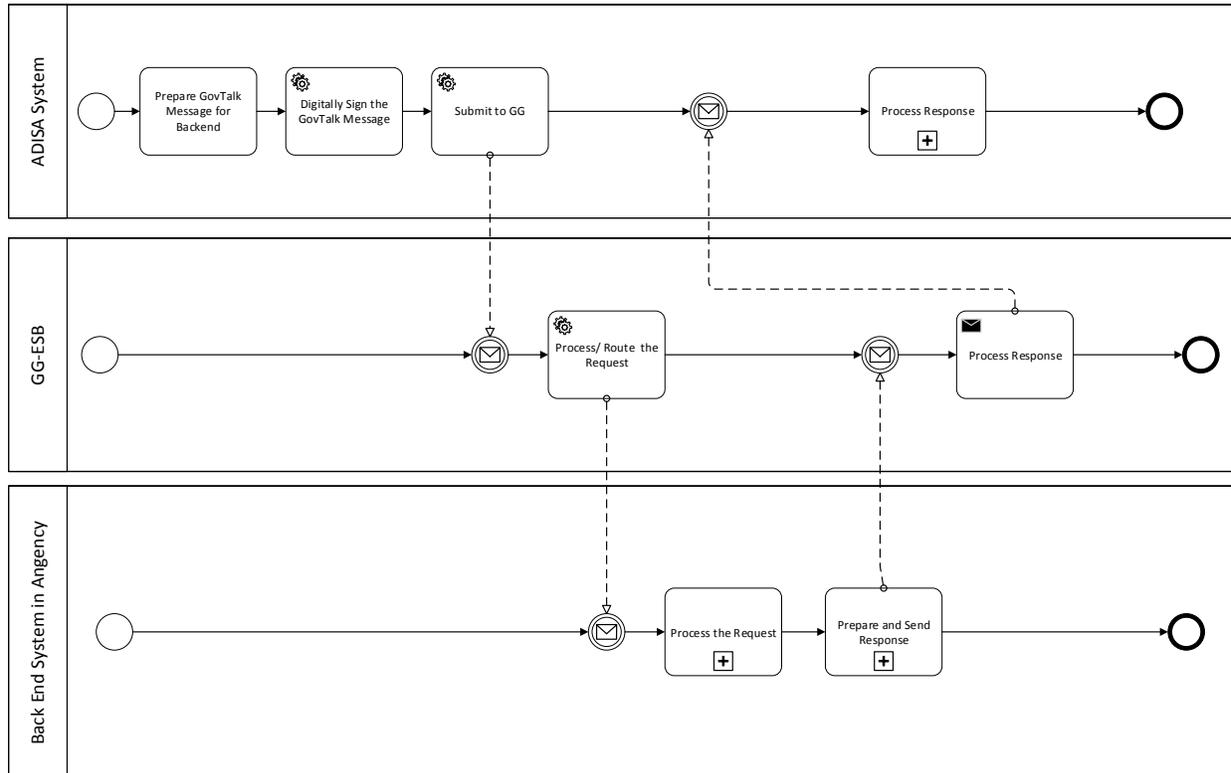
Figure 7. Submit to GG sub-process flow

The IFO system based on the service metadata composes a GovTalk message (as per communication protocol in GG platform). Depending on service configuration the IFO system may digitally sign the payload of the GovTalk message. After the composition of GovTalk message and digitally signing it (optionaly) the IFO System submits the GovTalk message to the GG platform. The routing and the mediation process are performed by GG platform which forwards it to the proper government institution back-end system through its DIS (remote adapter). This submission process flow can be synchronous or asynchronous depending on the service configuration.

On successful submission and based on the response from the backend systems the process checks for additional payments. In addition to the service fee that the citizen has already paid the back-end system may require additional payments this may depend on the business processing logic of the backend system. The payment process is initiated again. In case failure of submission, the application form and documents are stored on ADISA IFO system and marked for later submission. If documents must be generated than based on service metadata the necessary, document generation workflows are initiated.

Service Process Flow without GG support

In most of the cases the service process flow will rely on GG platform electronic services to provide integration capabilities with government agencies back-end electronic systems. There are cases where there are agencies that do not have an electronic information system to support their daily activities for

providing services or that do not support integration functionalities. In that case ADISA system must be able to support the following general process flow.
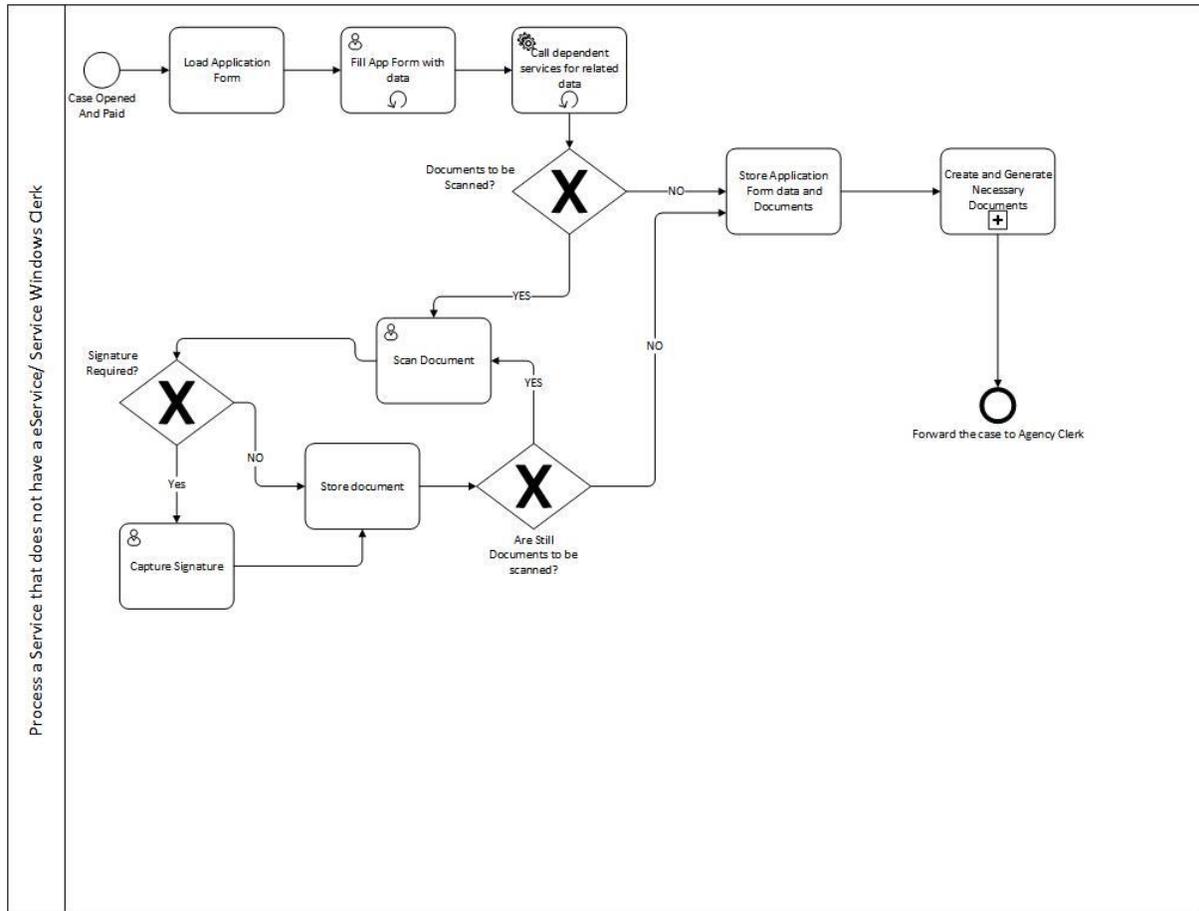
Figure 8. Service Process Flow without GG support

The difference here is that the application form and supporting documents data will be stored in ADISA IFO system and will be processed within its boundaries. That means that *government agency service clerk* will be introduced as actor to process the cases opened through ADISA IFO system for services that can not be supported by government agency back-end systems.

According to different services there are more detailed steps in between or maybe there are services where no payment is needed, but as a general rule this schema/rationale should be supported by IFO system. The IFO system should support the business process execution flows as described above. This support should be dynamic in the sense that it should allow ADISA IFO system administrators and service administrators to dynamically change the execution flow or introduce more processing steps.

1.2.4 Functional requirements corresponding to the modules

- **Public Service Catalogue**

The ADISA IFO system is a unique front-office system that enables the service window clerks to offer services to citizens and business representatives. In order for ADISA IFO system to offer such

functionalities there must be a system component which manages the services catalogue. This component is a main component of the ADISA IFO system. It should allow the management of the catalogue of the services by provisioning and phasing out services. It is this component's responsibility to support the Case Management Component to offer functionalities that enable the service window clerks to serve the citizens. In the figure below we provide an abstraction view of this component and its sub-component.
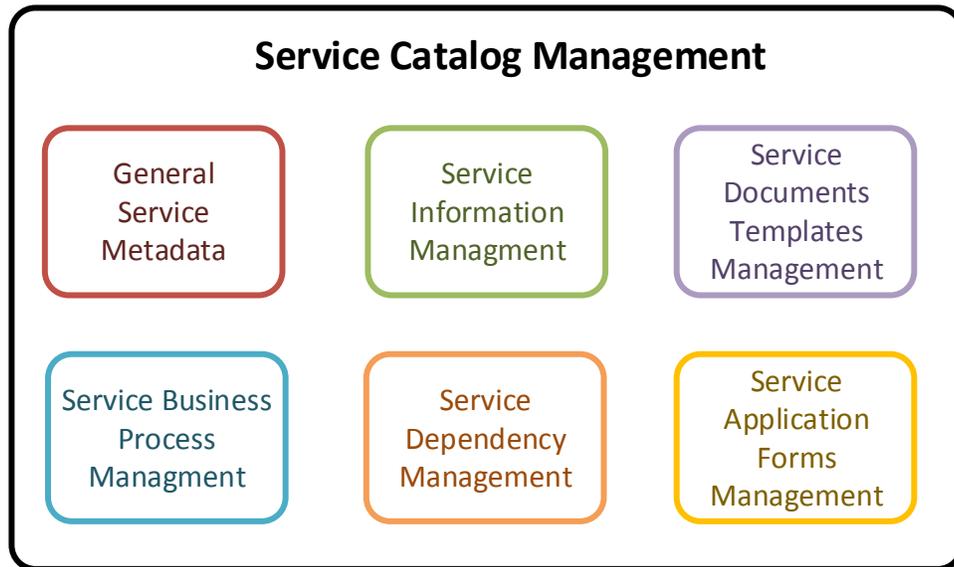
Figure 9. Subcomponents of Service Catalog management.

The conceptual view of Service catalog management describes six sub-components that should provide the following functionalities:

General Service Metadata sub-component should provide management capabilities (like creation and update) of service metadata and configurations. This sub-component administers general service data like name of the service, description of service, if it has fee, etc. It should provide mapping and synchronization capabilities for electronic services that are published on GG platform. Please refer to the tables of functional requirements regarding this sub-component.

Service Information Management sub-component should provide management capabilities of service information like legal framework, documents, videos, application forms, service guides for clerks. An important functionality is the Frequently Asked Question (FAQ). This capability should provide administering of all frequently asked question and their answers. This functionality should be integrated with the call centre system to provide assistant to operators receiving calls.

Service Document Templates Management sub-component should provide functionalities to define metadata regarding documents that should be generated as part of the service. The component should offer functionality to define the list of documents and their mappings to document templates created and administered by Document Template Management Module of ADISA IFO system and/or to Document Workflow Processes that dynamically generates those documents.

Service Business Process Management sub-component should provide functionality to map services to business process flows. This component should allow a service administrator to define the business process that should be initiated as part of service execution context. The business process flows are administered by the business process management component of IFO system.

Service Dependency Management sub-component should provide functionality to allow a service to be dependable to other services. This means that the service may invoke as part of its business process flow the dependable services and their business processes in a properly defined order.

Service Application Forms Management sub-component should provide functionalities to allow a service administrator to define mappings to the Forms Server for getting the forms and their versions. Form Server is a component of the GG platform and ADISA IFO System should relay to the form server for getting application forms that are already part of the electronic services published over e-Albania Portal.

The following table provides a minimum set of functional requirements that have to be implemented (Requirement Types > M: Mandatory, D: Desirable, I: for Information only):

ID	Function	Description	Type
	Service Metadata Management	This is a sub-component of Service Catalogue Management that provides service administration functionalities	
FR-001	Create Service	The system should allow a service administrator to create a new service and define general data regarding the service like: Name, Organization, Description, Service Fee etc.	M
FR-002	Update Service	The system should allow a service administrator to update service general data like: Name, Organization, Description, Service Fee etc. If the service has been used as part of ADISA daily operation the service history is created.	M
FR-003	Decommission of a Service	The system should allow a service administrator to decommission a service. Decommissioning a service means it is no longer available for use as part of ADISA system daily operation. The system should allow processing of cases that are opened before service decommission.	M
FR-004	Mapping to electronic service of e-Albania Platform	The system should allow a service administrator to map a service to the proper electronic service which is defined in GG platform. The system should communicate to GG service catalogue API and extract the necessary metadata upon the selection by service administrator.	M
FR-005	Review and Approve Workflow	The system should allow that all the above functionalities (FR-001 to FR-004) should be performed as part of a workflow review and approval mechanism. This will enable that the provisioning of the service complies with at least the four eye principle. At least two system actors should be involved in	M

ID	Function	Description	Type
		provisioning a service.	
	Service Information Management	This sub-component provides management capabilities of service information like legal framework, documents, videos, application forms etc.	M
FR-006	Legal Registry	The system should allow the service administrator to create a legal registry of all laws and procedure. The registry should be built to keep track of all laws and their changes. The laws can be expressed in form of documents or formatted text.	M
FR-007	Static Forms	The system should allow the administration of static empty forms for reference proposes. This forms are not dynamic these forms are only for publication to web site and references only.	M
FR-008	Video Management	The system should allow the service administrator to publish video content regarding the service. These videos might be published to web site for explain the service or guiding the citizen or the service window clerk.	M
FR-009	Guides Management	The system should allow the service administrator to publish guides for service windows and other clerks that explain the service details.	M
FR-010	FAQ Management	The system should allow a service administrator to administer a register of frequently asked questions and their answers regarding the service. These questions should be published to web site or even be part of service execution to help the service window clerks or call operators	M
	Service Document Templates	This sub component provides functionalities to define metadata regarding documents that should be generated as part of the service	
FR-011	Create a Document list	The system should allow a service administrator to create a list of documents that the service should generate as part of its execution. The list should contain name of the document, description of the document.	M
FR-012	Update Document List	The system should allow a service administrator to update a document list. The documents metadata can be updated if those documents are not used in cases that are opened based on this service.	M
FR-013	Delete documents from the list	The system should allow a service administrator to delete documents from the list only if there is no processed case for the corresponding service.	M
FR-014	Decommission of documents	The system should allow a service administrator to decommission a document form the list. The decommission in this context means that the document will not be used as part of service execution	M
FR-015	Mapping of documents to their	The system should allow a service administrator to map a document to its template or to the document workflow	M

ID	Function	Description	Type
	templates	generation in case there is a generation process flow regarding that document.	
	Service Business Process Management	This sub-component provides functionality to map services to business process flows	M
FR-016	Mapping to business process flow	The system should allow a service administrator to map the service to the business process flows that are defined as part of Case and Business Process Management Component of ADISA system	M
FR-017	Create History of Business Process mapping	The system should allow a service administrator to keep track of business process flow mapping changes.	M
FR-018	Decommission of a business process flow mapping	The system should allow a service administrator to decommission a mapping to business process flow. The system should be able to allow the service window clerks to process cases opened based on decommissioned business process flows.	M
	Service Dependency Management	This sub-component provides functionality to allow a service to be dependable to other services	
FR-019	Create Service Dependency	The system should allow a service administrator to define dependency upon other existing services. This means that as part of service business process workflow there will be other service business process flow that may be execute depending on different condition defined at the moment of service execution	M
FR-020	Decommission a service dependency	The system should allow a service administrator to decommission a service dependency.	M
FR-021	Review and Approval Workflow for Service Dependency	The system should support the creation and decommission of service dependency based on a review and approval workflow. The approval must be allowed for at least one user actor (exp a supervisor).	M
	Service Application Forms Management	This sub-component provides functionalities to allow a service administrator to define mappings to the Forms Server for getting the forms and their versions	M
FR-022	Defined mapping to the Form Server of GG platform	The system should allow a service administrator to define the mapping metadata regarding the application forms that the service will utilize during execution of its business process flow. The service administrator should be able to select the form template name, Version, form server Uri endpoint and other necessary metadata that enables the service to interact with the Form Server.	M
FR-023	Decommission a mapping	The system should allow a service administrator to decommission a mapping to a form template. The system should be able to utilize the decommissioned form template if there are open cases based on the service that have utilized	M

ID	Function	Description	Type
		the decommissioned form.	
FR-024	Review and Approval Workflow for Form Mappings	The system should support the creation and decommission of service dependency based on a review and approval workflow. The approval must be allowed for at least one user actor (exp a supervisor).	M
FR-025	Dynamic loading of UI	In case there is no official application form for a service then the system should be able to allow dynamic loading of UI forms. This UI forms may be binary packages that can be loaded dynamically and support input and output communication with the containing environment.	M

- **Case Management and Business Process**

This is a component that will allow the services offering to the citizen based on a well-defined business process. The execution of business processes will allow the generation of cases based on service types. The component will track cases through all their life-time. The case is the basic unit to measure the performance of the ADISA and all the back end agencies in providing the services to the citizens. This component is a corner stone to the ADISA IFO platform. The case is an abstract notion that is described by a unique number (called tracking number), the data of the citizens (or the person requesting the service) and the service type for which a case may be opened. This is a ADISA case not a government back end system case. An ADISA case may be converted to one or many cases in the government agencies backend systems. Below we will list the functional requirements the ADISA IFO system and especially this component should provide.

ID	Function	Description	Type
	Case Management	This is a sub-component of IFO system that provides capabilities for tracking and monitoring the service execution process	
FR-026	Create Case	System should allow human workflow definition for creating a case. This human workflow should be supported by a high level business process executing instance independent of the service business process flow instance	M
FR-027	Create Case	System should allow creating a case during the service execution business process flow. This business process flow is loaded dynamically upon the service window clerk starting to service a citizen	M
FR-028	Resume Case Processing	System should allow processing of opened cases by a high level business process flow that resumes processing of cases that are in the status "In Processing". These are cases that have been opened and that needs some days or months to be completed depending on the business processing logic of the service types that they represent	M

ID	Function	Description	Type
FR-029	Create Case	System should allow the creation of cases (case number, applicant, service types and other general data regarding this processing request) upon the selection of the service type requested by the applicant (been the citizen or a representative of the citizen or business entity).	M
FR-030	Service Type Selection	Public service catalogue component should supply the case management component of the system with the proper active list of service types.	M
FR-031	Application Tracking	System should support creation of case numbering templates to allow generation of unique numbers per case. These numbers are important numbers to track the cases and the complete business process flow regarding the service requested.	M
FR-032	Application Tracking	The system should support case numbering templates definition based on service types so cases regarding each service type can be tracked and properly reported by the Reporting and performance component	M
FR-033	Case Status Management	The system should support definition of case statuses like (opened, "In process <Actor>", Incomplete, Rejected, Closed etc.). The definition will be based on definition by business analyst that will define the business process flow of the service being analysed.	M
FR-034	Case Fees	System must possess a fee calculator module that allows performing of calculation functions of fees regarding a case based on service selected.	M
FR-035	Case Fees	Fee calculator should perform operations of calculation and further mathematical operations, to quickly and easily determine and compute the total fee based on pre-defined rules and fee schedules and to embed the results into appropriate form or document.	M
FR-036	Service Payment	System must provide an e-Payment module which should be endowed with an ability to serve as a gateway for connecting system to third party interfaces. Like e-Payment services of e-Government Platform or with interfaces to secondary level banks	M
FR-037	Service Payment	e-Payment module must be provided with functionality to execute e-commerce transactions by the means of electronic payments data input/output using popular web service protocols.	M
FR-038	Service Payment	e-Payment module should have the ability to be quickly configured to integrate with specific application programming interfaces (API) of particular banking or payment clearance systems.	M
FR-039	Case Records Management	System must contain a Performance dashboard which should be provided with the ability to measure and to assemble	M

ID	Function	Description	Type
		primary transaction records	
FR-040	Case Performance Tracking	Performance dashboard should include corresponding features in order to facilitate above mentioned process including derivation of analytical data based on pre-defined calculation rules and presentation of results in a tabular form or graphical chart, including options of drill-down capabilities.	M
FR-041	Case Tasks	System must contain a Task Management module that must encompass, administer and deliver a wide range of functions pertaining to tasks life cycle.	M
FR-042	Case Tasks	Task Management module must allow creation, assignment, and review, routing and tracking tasks in a hierarchical or peer-to-peer organizational environment. Task management system's underlying objective is to help users to achieve goals, and groups of users to collaborate and share knowledge for the accomplishment of collective goals.	M
FR-043	Case Messages	System must provide an integrated messaging module that must encompass provision of services related to various message forms transmission.	M
FR-044	Case Messages	Module should allow provision of all-in-one web interface to all messaging services, such as internal portal messages (personalized records), web message boards, instant messages, MS Outlook email, SMS, etc.	M
FR-045	Incident Tracking	System must contain an Incident tracking module serving as a "virtual help desk" which must allow administration of functions pertaining to system incidents.	M
FR-046	Incident Tracking	Incident tracking module must include ability to control and manage incidents and errors efficiently including the possibility to update incident settings, browse incidents, browse errors, manage incidents type, review, route, assign and respond to them.	M
FR-047	Incident Tracking	Incident tracking module must possess the feature to generate summary reports on a weekly, monthly, quarterly and annual basis.	M
	Record Management of Case		
FR-048	Case records	System must provide ability to show case data in the table/grid format	M
FR-049	Case records	System must provide ability to search, sort and page thru the case data	M
FR-050	Case search	System must provide ability to perform advanced search on case data by one or more fields, including simple text or number fields, as well as date ranges, values selected from dropdowns, etc.	M

ID	Function	Description	Type
FR-051	Case search	System shall allow for exact, non-exact and phonetic searches by keyword, as well as by user-defined attributes.	M
FR-052	Case data capture	System must provide ability to input data into customizable web form interface using various field to capture various data types (date and time, email and phone, dropdowns and text-areas, etc.)	M
FR-053	Case data capture	System must allow input forms to have ability to upload files and images	M
FR-054	Case data validation	System must allow input forms to have validation checks	M
FR-055	Case workflows	System must provide ability to collect, analyse data and apply predefined business rules using logic constructs (IF-THEN-ELSE), internal and external APIs (database stored procedures and web-services), data retrievals and calculations.	M
FR-056	Case workflows	System must provide a Workflow Engine as backend application with functionalities to administer semi-automated workflows that appear to the users as a sequence of data entry forms and other activities.	M
FR-057	Case workflow	The Workflow Engine must allow building such sequences dynamically, in real time, depending on user data entered at every step.	M
FR-058	Data Storage	Platform must provide ability for non-technical users to design table storage (remove the complexity of the direct SQL manipulation)	M
FR-059	Data Storage	Platform must allow ability to add all required fields to the data table from the gallery of available types which must include: text, text area, date, date-time, integer, decimal, money, dropdowns, related fields, master-slave relations, etc.	M
FR-060	Dynamic Customization	Platform must allow system administrators and developers to customize visual tools such as Forms, Grids, Profiles and user interface of the system using online capabilities of the platform.	M
FR-061	Case flow logic	Platform must provide ability to define business rules using visual flow-chart like designers	M
FR-062	Validations	Platform must provide ability to extend validation logic of entered data using Javascript scripting languages	M
FR-063	e-Forms Container	The system should provide a HTML5 container to load electronic forms hosted on the e-Form server of e-Government Platform	M
	Business Process Management		
FR-064	Business Process Flow and Case management	The system should allow case management capabilities through a business process flow and human workflows	M

ID	Function	Description	Type
FR-065	Business Process Design	The system should offer the possibilities to create and administer high level business processes and sub-processes to support different execution paths of the service logic flow.	M
FR-066	Call Sub-processes	The system should support high level flows that call sub flows (exp. Selected service businesses process flow)	M
FR-067	Business Process Flow Design	The system should allow designing of a business process flow for each service that will be introduce to the service catalogue. The system should provide a graphical UI designer for the business process flow	M
FR-068	Business Process Flow Design	The system should provide a designer integrated within the system that allows the appropriate users to design a process flow regarding any service or any case management process flow	M
FR-069	BPMN support	The system should offer the capabilities that these business process flows should be designed based on BPMN diagrams and should support at least the following BPMN diagram elements:	M
FR-070	**Task**	This represent a task or a process within the business process flow	I
FR-071	**Sub-Process**	This represents a process with sub-processes (or sub-business process flows). The system should allow definition of sub-process flow by clicking on the plus sign	I
FR-072	**Start**	This represent a start task of a business process flow	I
FR-073	**End**	This represents the end process of the business process flow	I
FR-074	**Message**	This represents a message event within the flow (intermediate event based on messages)	I
FR-075	**Timer**	This represents a timer event within the flow	I
FR-076	**Link**	This represents a link to a process	I
FR-077	**X** **Gateway**	Decision task within the process flow to define different processing paths within the process flow.	I
FR-078	Long-running business processes	The system must provide ability to execute long-running Business processes, persist running processes to survive server reboots	M

ID	Function	Description	Type
FR-079	Process Design	The system must provide abilities to design processes which conform to BPMN standard and consist of "swim-lanes" and activities	M
FR-080	Business Process and Case correlations	The system must provide ability to correlate swim-lane with User Role, Case Status or any other user defined key indicator	M
FR-081	BPMN Designer	The system must provide ability to visually design business process using BPMN-like designer	M
FR-082	Execution Options	The system must provide ability to define IF/ELSE conditions, update statements, call stored procedures, connectors, etc.	M
FR-083	Documenting Business Processes	The system must provide ability to generate document with process description and diagram	M
	Supporting Functionalities		
FR-084	e-Mail/SMS notification	System must provide notification by Email and SMS based on specified templates	M
FR-085	Notification Templates	System must provide functionality for creating and updating notice templates	M
FR-086	Content Presentation	System must provide ability for setting up logical grouping of content materials visually represented as folders, sub-folders and files	M
FR-087	Document Management capabilities	System must provide ability for authorized users to create, delete, rename folders and add, edit, delete, move documents and set access permissions to files and folders.	M
FR-088	Document Generation	System must provide ability to generate documents in multiple formats, such as MS Word (.doc), Adobe (.pdf), etc. by populating templates with "live" data from the database	M
FR-089	Document Templates	System must provide functionality for creating and updating templates for generating documents	M
FR-090	Multiple-Language Support	System must provide translation of all text elements, labels and messages shown on the interface	M
FR-091	Multiple-Language Support	System must provide online capabilities for managing translation dictionaries, adding new terms with translation and updating existing	M
FR-092	System Administration and Configuration	System must provide user management capabilities for creating and updating of user profile	M
FR-093	Role Management	System must allow for assign one or more specific roles to user account	M
FR-094	User Password	System must allow for updating user password and System must support Strong Password	M

ID	Function	Description	Type
FR-095	User Account Management	System must allow for approving, locking and unlocking of a specific user account	M
FR-096	User Audit	System must provide history of user activities	M
FR-097	User Audit and Monitor	System must provide information of currently online users	M
FR-098	User Account Management	System must support 2-tier User Approval Process	M
FR-099	User Authentication	System must support Two-Factor User Authentications	M
FR-100	Role based authorization	System must support Role based Access and Authorization	M
FR-101	Password Administration	System must support Password Encryption	M
FR-102	Security	System must pass OWASP Security	M
FR-103	Security	System must support Time Tokens and digital signature tokens	M
FR-104	Audit trail	System must support Audit trail by capturing all changes of data	M
FR-105	Audit trail	System must provide details of User Activity Trail to system administrators	M
FR-106	Act as developing platform	System must support Production Mode/Development Mode	M
FR-107	Secure communication	System must support HTTPS/SSL	M
FR-108	User logins/logouts	System must track all Login/Logout History	M
FR-109	Identity Providers	The system should be able to relay on multiple identity providers by supporting claim based authentication and authorization based on SAML tokens	D
FR-110	NAIS Active Directory	The system should rely on Active Directory of NAIS for authenticating its internal employees	M
FR-111	GG-Federation Provider and PKI	The system should be able to authenticate the users based on digital certificates issued by PKI infrastructure of NAIS relaying on GG platform federation provider.	M

- **Integration Layer to GG**

ADISA IFO information system should enable a centralized unique front office experience. In order to achieve that, it has to communicate with all back-end electronic system of the government institutions that do offer services. This communication is enabled by the GG platform which is actually an implementation of the ESB (Enterprise Service Bus) integration pattern.

NAIS has already published in GG platform a lot of electronic services which are exposed to the citizen through e-Albania portal. These services should be used by the IFO system during the service execution

phase to enable the communication with the back-end systems. In order to realize that the IFO system should implement an Integration Layer within its own boundaries. This integration layer should provide the following high level requirements:

1. Provide a single sign-on experience for IFO system based on trusted relationship with GG-Federation Provider. This should enable IFO system to provide authentication and authorization.
2. Provide communication with GG e-Service Catalogue to get e-Service metadata information. This will enable the Public Service Catalogue component of the IFO system do configure the proper mappings.
3. Provide communication with the Form Server of the e-Government Infrastructure to load the correct forms during the service execution
4. Provide communication with the GG platform to consume electronic services already published or that will be published as planned by ADISA. This should be enabled based on well-defined unique communication protocol called GovTalk.
5. Provide an implementation of the DIS (Department Integration Server) for ADISA that will allow IFO system to be plugged into GG platform for consuming and exposing electronic services.

The most of the services that ADISA will deliver to the citizens/businesses are already integrated in the Government Gateway (GG) Platform. These services are used by government institutions and by citizens and businesses in the government portal e-Albania. This way ADISA system will consume already integrated electronic services in GG. To make it possible, it will be needed to implement an integration layer which ADISA will use to communicate with GG. This integration layer will implement the whole logic and functionalities to consume the services of GG, and to use the GG federation as the Identity Management.

a. Enterprise single sign-on based on trusted relationship on GG Federation
The ADISA IFO system should authenticate and authorize its users using the enterprise single sign-on of GG federation. The IFO System should be configured as a trusted relying party on GG, and the integration layer should implement all the needed logic to enable authentication based on reate the trusted relationship with GG. The GG Federation Provider has already configured four Identity Providers, one of them is the Government Employees Identification (GOV ADFS).

Figure X. Trust on GG Federation/ ADFS Provider

This is the provider which IFO System should use to identify and authorize employees of Government registered in GovNet Active Directory. Users of ADISA IFO System should login th using their windows credentials, and based on the claims (username, role, department and etc) coming from ADFS provider, they should be authorized to access the specific interfaces and functions . GovNet AD will be the Identity Provider for ADISA government users. It will provide claims regarding groups and roles (for example Service Clerk, Payment Clerk, BackOffice, Reporting, etc.…), based upon which ADISA IFO System authorize the users.

ID	Function	Description	Type
	Claim Based Authentication	The Integration layer should provide the necessary functionalities so that the users of IFO System can be authenticated based on GG-ADFS identity provider	
FR-112	Authentication	The Integration layer should provide the necessary functionality to support authentication based on claims.	M
FR-113	Claim Transformation	It should provide the proper mechanism to transform the claims and security tokens.	M
FR-114	Security tokens	It should be able to understand the security token issued by GG-Federation Provider and its trusted Identity providers. It should support the following token type SAML 1.1 and SAML 2.0.	M
FR-115	WS-Federation	The integration layer should enable the IFO system to support the WS-Federation protocol in order to obtain the SAML/ SAML-P security tokens from the GG-Federation Provider (or GG-Security Token Service)	M
FR-116	WS-Trust	The integration layer should enable the IFO system to support	M

ID	Function	Description	Type
		the WS-Trust protocol.	

The above functional requirements are necessary to allow the IFO system of ADISA to have a single sign-on experience within the GG platform. The figure below provides an abstract view of how this integration with respect to authentication and authorization based on federation services of GG platform can be realized.
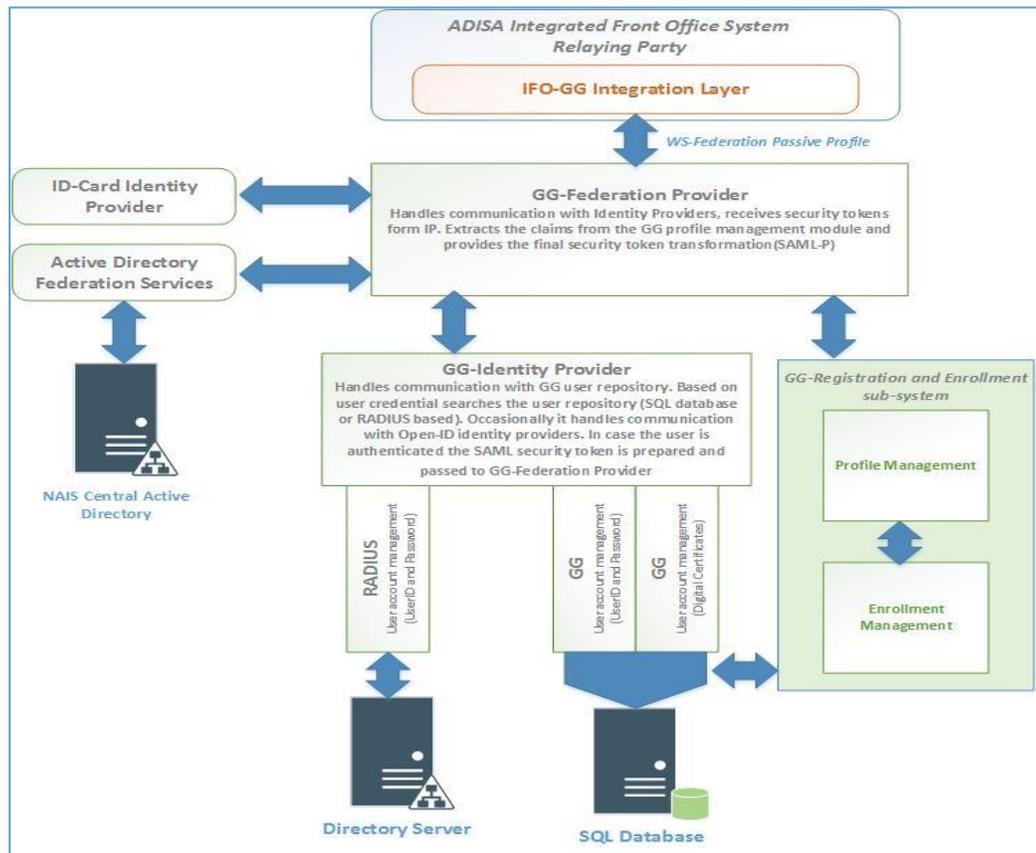
Figure 10. abstract view of the integration based on federation services of GG

b.   Get the e-Services information from GG

There are electronic services published in GG platform that should be used by ADISA IFO System. ADISA IFO System will provide a Public Service Catalogue that will include all the electronic services already published in GG. The list of services managed by ADISA Public Service Catalogue has to be mapped to the GG e-Service Catalogue where technical metadata regarding how to use the service are defined. The e-services defined in GG are organized in groups based on the institution that owns them. For example the NBC (National Business Center) exposes in GG a number of services like Business Extracts, Apply for Business Registration, Apply for Business Changes, Declare Balance Sheet etc.

The integration layer of ADISA IFO System should provide the following:

ID	Function	Description	Type
FR-117	GG Service list	The integration layer should provide to the IFO system the complete list of GG e-Services grouped by Government Institution	M
FR-118	List of services per government institution	The integration layer should provide to the IFO system the list of e-Services per institution	M
FR-119	List of known-facts per service	The integration layer should provide the list of known facts that are required by e-services so that it can be used by IFO System	M
FR-120	List of transaction per services	The integration layer should provide the list of transactions defined per service. The transactions are defined within the logic scope of the service. They represent different interactions within the service context as defined by the institution the owns the service.	M
FR-121	Service Mapping	The integration layer should allow the public service catalogue module of the IFO system to retrieve the service metadata information. This information will be needed by the public service catalogue to perform the necessary mapping configuration. Below is provided a table of service metadata information that can be retrieved is provided.	M

Name	Data type	Description	I
CanEnrol	boolean	Flag indicating whether users can enrol to this service.	
CanSubmit	boolean	Flag indicating whether the service allows sending submissions.	
IsDefaultForProfile	boolean	Flag that, if *true*, indicates that the service is available by default, i.e. doesn't require nor allow enrolment.	
IsVisible	boolean	Flag indicating whether the service is available for enrolment/submission etc.	
KnownFacts	DcKnownFactExList	List of extended known facts	
LongName	string	Description – a comprehensible service name	
Name	string	Abbreviated service name	
Owner	string	Name of the owner of the service(Institution)	
ServiceID	int	Service identifier	
State	EServiceState	Indicates state of the service	
Transactions	DcTransactionList	List of transactions assigned to the service	

ID	Function	Description	Type
FR-122	Service Known Facts	The integration layer should enable the public service catalogue module to retrieve the list of known facts defined	M

ID	Function	Description	Type
		per service. This list should be used by IFO system in order to enable it to utilize the service defined in GG for further communication with government institutions back-end systems. The table below presents the information that should be retrieved by GG regarding known facts.	
The properties of the e-service known facts are given in the following table (properties of class DcKnownFactEx):			I

Name	Data type	Description
DataType	string	Data type
Hint	string	Hint on how to enter a known fact – it may contain value examples
InputFieldSize	int32	Maximum length of input data in characters
Label	string	Label for entering data value
Sequence	int32	Sequence of known facts during registration
Type	string	Known fact type (name)
Value	string	Known fact value

ID	Function	Description	Type
FR-123	Transaction Properties	Transactions are defined only by name which is unique within the GG.	I

The high level abstract view of the integration required is provided in the figure below:
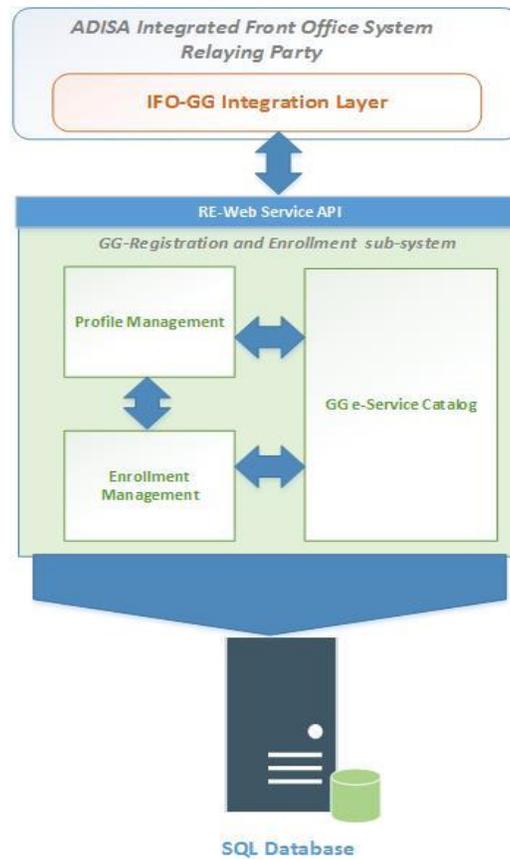
Figure 11. IFO Integration Layer with GG

c.   Integration with Form Server

ADISA system should reuse most of the forms already developed and published in the GG form server. These forms are implemented and published in e-Albania to be used by citizens and businesses. These forms will be rendered in the ADISA IFO system through e specific form render, which should implement the logic of rendering the form based on formID, and catching the xml of the form to submit to GG, consuming the specific e-service.

ID	Function	Description	Type
FR-124	Hosting the Form render	The integration layer should enable the IFO system to host within its execution environment the form renderer of the GG form server. This render can be hosted on web pages and it is a HTML 5 renderer	M
FR-125	Communication through JSON API	The integration layer should enable the communication of IFO system with the Form Server through JSON API for reading the form templates as they are defined by application form designer.	M
FR-126	Digital Signature Support	The integration layer should enable the IFO System to provide digital signature and encryption capabilities based on the form template design properties. It should enable encryption	M

ID	Function	Description	Type
		based on AxtiveX digital signer component or through a Java Applet component.	
FR-127	Read the form template parameters and enable signing	The integration layer should enable the reading of the form parameters requirements for digital signing and encryption and load the proper component by configuring its settings.	M
FR-128	Integration with Form renderer	The integration layer should enable the web page container of the IFO system to communicate with the Form Renderer based on JavaScript and defined renderer interfaces. Below is a high level view of this integration logic which usually may contain server side controls, client side code and e-Form renderer reference	M
			I
FR-129	Selecting the correct version of form template	The integration layer should allow the IFO System that during the case processing logic to be able to load the correct version of the form template. The form template name should be part of the service metadata configuration information	M
FR-130	Interact with Javascript interfaces	The integration layer should be able to interact with the form render javascript interfaces to allow performing operations like: • Change the language of the e-Form • Change page of the e-Form, in case we have multiple pages form • Get XML data from e-Form • Catch event for form loaded • Catch event for data loaded	M
FR-131	Communication with Form Server	The integration layer should enable the IFO system to communicated with Form Server based on SOAP based web services and REST interfaces.	M
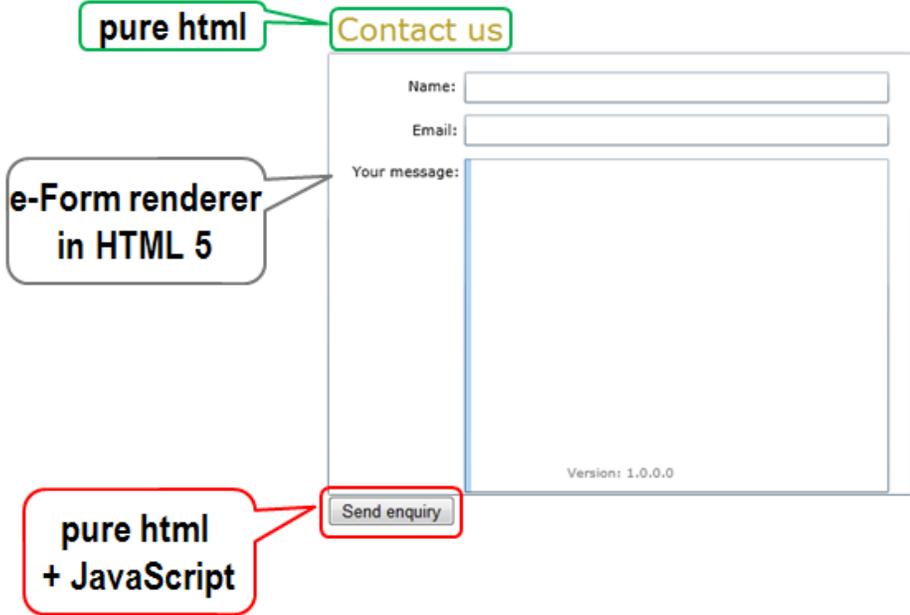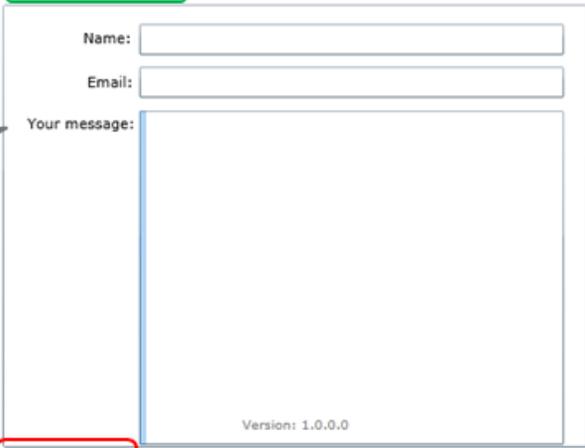
The following figure represents an abstract architecture view of the integration required
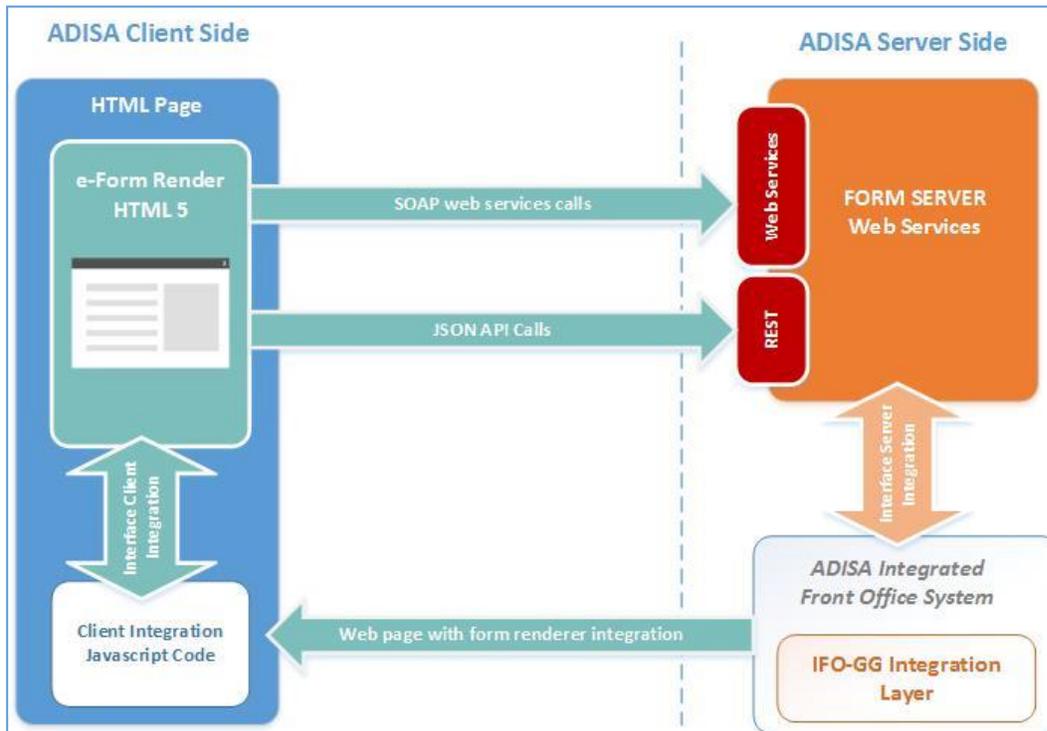
Figure 12. IFO integration with Forms Server

d.   Consume e-services in GG

Integration Layer of ADISA IFO system should consume any electronic service integrated and exposed in GG platform. It should establish a protocol of interoperability based on open XML standards and be compliant with GG Standards. Using already exposed services and introducing new services will always require to relay on GG platform for integration and communication to the government institution back end systems. In order to realize that the following integration pattern must be taken in consideration.
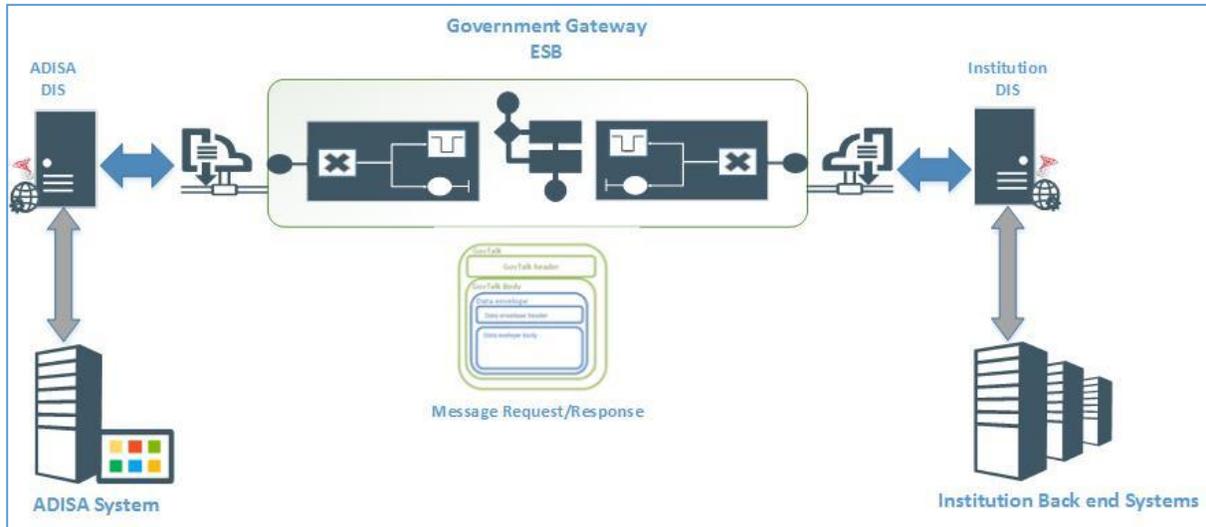
Figure 13. IFO integration via GovTalk protocol

The integration pattern presented in the figure above is based on a common unique communication protocol called GovTalk protocol. It is the communication language of all integration that exists actually and will exist in the GG platform.

The integration layer of IFO system has to structure the messages in the format accepted by GG based on GovTalk protocol. All messages going through Government Gateway are considered to be well formed if they are GovTalk messages. The following figure presents the structure of GovTalk message.
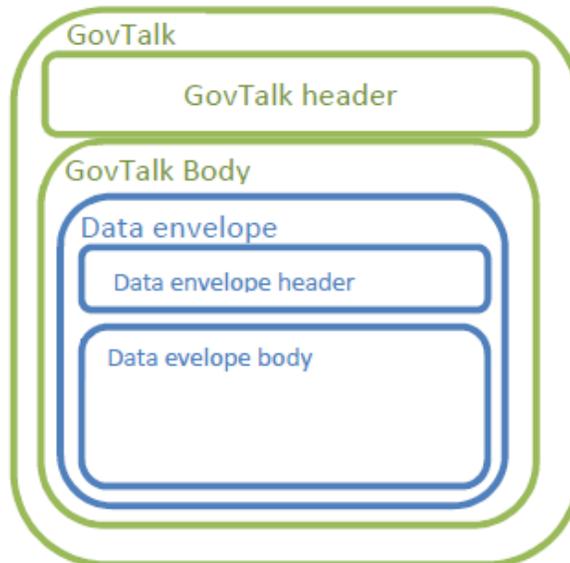
Figure 14 .GovTalk message structure

This structure is defined by an XML schema documents. The integration layer must comply wiotht the following requirements in order to communicate with the GG platform

ID	Function	Description	Type
FR-132	Communication based on HTTP protocol	The integration layer must generate requests in HTTP 1.1 POST and receive and process the responses also in HTTP 1.1	M
FR-133	Support for UTF-8 encoding	The integration layer must encode all the data of the message in UTF-8 encoding	M
FR-134	Support for SSL	The integration layer must support communication with GG platform through SSL (Secure Sockets Layer) protocol	M
FR-135	Support for GovTalk	The integration layer must communicate with GG platform based on GovTalk message.	M
FR-136	GovTalk message types	The integration layer must support all the GovTalk message types the GG platform provides for all consuming client applications. The GovTalk messages types are defined by: • \<Class\> element • \<Qualifier\> element • \<Function\> element	M
FR-137	GovTalk of client applications	The integration layer must generate four types of GovTalk messages as defined by the communication protocol: • SUBMISSION_REQUEST • SUBMISSION_POLL • DATA_REQUEST • DELETE_REQUEST	M
FR-138	GovTalk GG platform messages	The integration layer must process the following types of GovTalk messages: • SUBMISSION_ACKNOWLEDGEMENT • SUBMISSION_ERROR • SUBMISSION_RESPONSE • DATA_RESPONSE • DELETE_RESPONSE • DELETE_ACKNOWLEDGEMENT	M
FR-139	Synchronous communication	The integration layer must support the synchronous communication pattern based on GovTalk Message. It should initiate a post to GG platform and should expect a response immediately based on a timeout period	M
FR-140	Asynchronous communication	The integration layer must support the asyncronous communication pattern based on GovTalk Messages. This pattern expects the integration layer to submit SUBMISSION_REQUEST message type and expect a response form GG platform of message type SUBMISSION_ACKNOWLEDGEMENT. The integration layer must asyncrounsly ask the GG platform for the response of the initial request till it receives a SUBMISSION_RESPONS message type or a SUBMISSION_ERROR message type.	M

ID	Function	Description	Type
FR-141	Submission Statuses	The integration layer must handle the four basic types of submission statuses: • Successful Submission • Submission attempt with critical error • Submission attempt with removable error • Submission attempt with content error	M
FR-142	Handle Successful Submission	The integration layer must handle the successful submission based on the flow described by the figure below:	M
			I
FR-143	Handle submission with critical protocol error	The integration layer must handle the submission with critical protocol error based on the flow described by the figure below:	M

ID	Function	Description	Type
			I
FR-144	Handle submission with critical protocol error	The integration layer must handle the submission with critical error depending on the moment when the critical error occurred. If error occurred during the SUBMISSION_REQUEST phase the integration layer may resend the request again. If the error occurs during later phases the integration layer must continue the communication based on the CorrelationID that it received during the SUBMISSION_ACKNOWLEDGEMENT or SUBMISSION_RESPONSE.	M
FR-145	Handle the submission with removable error	Some errors of GG platform are temporary errors usually are caused by an overload of the platform. In such cases the GG platform will return ERROR_RESPONSE message type with a value of the Error/Type *recoverable* indicating to the integration layer to repeat the submission again. The integration layer must handle the submission with removable error based on the flow described by the figure below:	M

ID	Function	Description	Type
			I
FR-146	Handle the submission with content error	Some message content may contain errors (a mandatory element is missing or an invalid value is present), the GG platform will return ERROR_RESPONSE message with value of Error/Type **business.** In this case the integration layer must continue according to the protocol until it receives a DELETE_RESPONSE message. The integration layer must handle the submission with content error based on the flow described by the figure below	M

ID	Function	Description	Type
			I
FR-147	Handle protocol statuses	The integration layer has to handle five main statuses during communication with GG platform: • Submission status during the beginning of communication • Polling status when receiving a SUBMISSION_ACKNOWLEDGEMENT • Response Received status when a SUBMISSION_RESPONSE is received from GG platform • Delete Response status when a DELETE_REQUEST is send to GG platform • Error State when any of the error messages is received from GG platform	M
FR-148	HTTP protocol headings	The integration layer hast to use the following http Content-type header values in combination with the Transformation element of the GovTalk headers. Content-type=text/xml then Transformation element is XML Content-type=application/x-www-form-urlencoded then transformation element is HTML	M
FR-149	Building the GovTalk Messages	The integration layer must be able to communicate with GG platform based on GovTalk Message types described above. The element that must compose those messages during the communication are provided in the table the follows.	M
GovTalkMessage:		MANDATORY. The initial nominal space is specified as http://www.govtalk.gov.uk/CM/envelope.	I

ID	Function	Description	Type
EnvelopeVersion:		MANDATORY. Set to **2.0** (xsd:string).	
Block Header			
Class:		MANDATORY. Indicates the type of XML document that is included in the Body element.	
Qualifier:		MANDATORY. Set to **request** (xsd:string).	
Function:		MANDATORY. Set to **submit** (xsd:string).	
TransactionID:		OPTIONAL. If this is entered, it must comply with the XSD example defined in the specification of the GovTalk envelope (**[0-9A-F]{0,32}**).	
AuditID:		OPTIONAL. Not implemented.	
CorrelationID:		MANDATORY. The value of this element must be empty.	
ResponseEndPoint:		OPTIONAL. The value of this element is an alias for the end address that receives the results of the electronic submission processing.	
Transformation:		OPTIONAL. Not implemented.	
GatewayTest:		OPTIONAL. Not implemented.	
GatewayTimestamp:		OPTIONAL. The value of this element must be empty.	
Due to user name and password verification purposes, the SenderDetails/IDAuthentication block, within the frame of the Header block, must contain the settings of the following elements:			
SenderID:		MANDATORY. Set to the user identifier, assigned to the Government Gateway solution (xsd:string).	
Method:		MANDATORY. Set to **MD5** or **clear** (xsd:string).	

A sample of a GovTalk message is provided in Annex GovTalk Message Structure
e.   Build and Install DIS for ADISA system

DIS (Department Integration Server) is an important component that will enable ADISA IFO System to communicate the back end systems through GG platform. DIS is an adapter server which will enable back end institution to communicate with ADISA IFO system by sending status updates or documents regarding any opened service case. For this communication to work ADISA IFO System will have to expose web services or REST Services.

ID	Function	Description	Type
FR-150	Processing GovTalk	DIS must receive GovTalk message from GG where Body element contains relevant data. Every submission must be identified by a CorrelationID, which has to be a unique identifier of submission generated by GG. DIS must answer to GG with messages: • Reliable receipt message (in case of asynchronous transaction)	M

ID	Function	Description	Type
		• Response message (GovTalk format) or Error message (GovTalk format)	
FR-151	DIS to GG Core communication	DIS on one side must communicate with GG Core: • It has to receive data from GG (GovTalk Request) - inbound • It has to send data to GG (GovTalk Response)- outbound	M
FR-152	DIS to IFO System communication	DIS must communicate with ADISA IFO System: • it has to send the data to IFO system (Integration messages) - outbound • it has to receive data from IFO system (Response) – inbound	M
FR-153	Asynchronous communication	In case of the asynchronous communication between GG Core and DIS the reliable messaging must be used and the messages (receipts – Reliable Message) must be exchanged between GG Core and DIS.	M
FR-154	Supporting Functions	Besides standard functionality of receiving, sending and storing data there are other functions that DIS must support as: • Decrypting Body elements • Security checking • Data transformations • Respecting backend system communication protocol • Audits messages	D
FR-155	Registration of DIS in GG Platform	DIS must be a specific client of GG. It has to be registered in Registration and Enrolment module with userID and password or certificate. Then DIS: • Has to be enrolled to the particular service • Has to have rights for selected business transactions • Has to have rights for selected administration transactions	M
Following figure shows the required communications			I
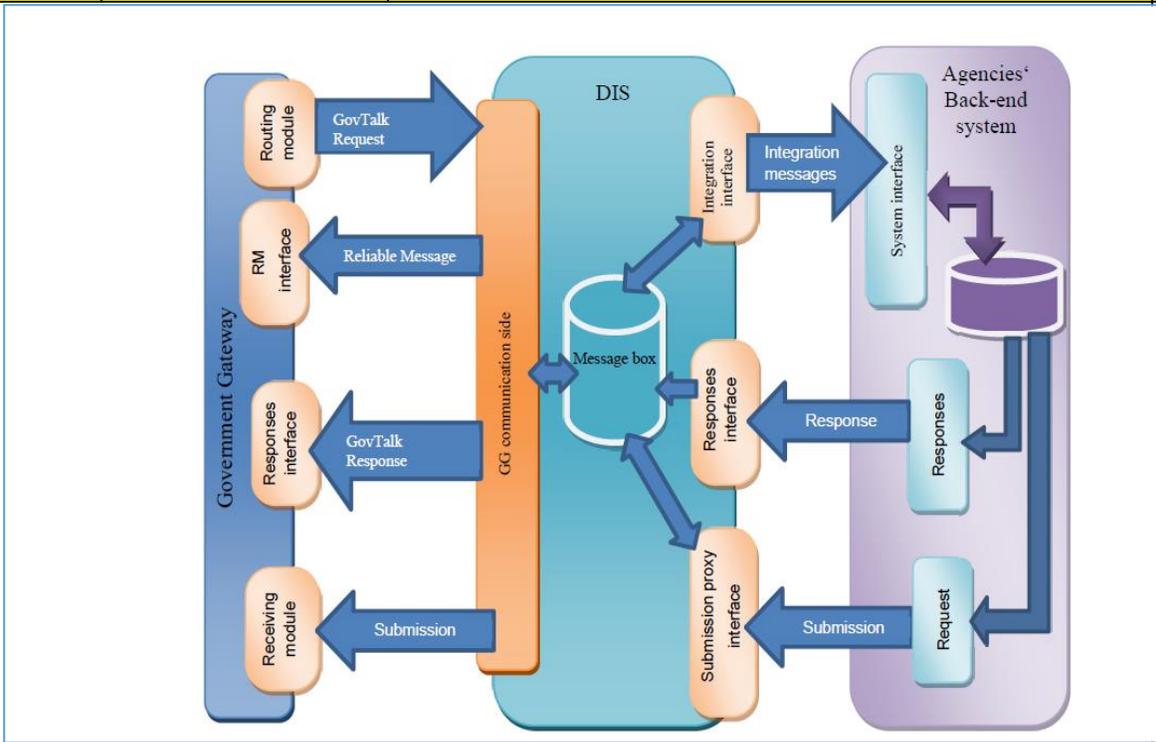
ID	Function	Description	Type
FR-156	Different communication protocols	The DIS should support the following communication protocols as provided by the table below:	M

Protocol	Description	Example of configuration in table DIS configuration	I
HTTP(S)	Hypertext transfer protocol (secure). Sending to provided URL by http	http://localhost/test/default.aspx	
WSS	Windows SharePoint Services	wss://sp.contosocom:80/GovTalkMessages	
FILE	Submission storage on file system	file://c:\temp\drop\%MessageID%.xml	
NET	.NET Assembly that implements interface and method Execute. Assembly has to be stored in GAC.	net://Contoso.TestClass,Version=1.0.0.0,Culture=neutral, Public Key Token = 682099012d63ea42;TestClass.NetAdapterWrap	
SOAP	Messages which are based in SOAP and HTTP/HTTPS.	http://localhost/test/default.asmx	
WS-*	Web Service protocols Basic Profiles 1.0/1.1/1.2/2.0		
JMS	Java Messaging Service		
MSMQ	Microsoft Message Queue Systems		

ID	Function	Description	Type
IBM Websphere MQ	IBM Websphere message queue system		
FTP	File Transfer Protocol		
FR-157	Support for .NET protocol	ADISA DIS has to support .NET protocol.Supporting .NET protocol means that it has to support developing in Microsoft.NET platform the custom adapters. These custom adapter implement the integration logic in an assembly. It will enable the following functionalites: • Getting body element from GovTalk request message • Decrypting the body element which is encrypted before submission to GG • Sending decrypted element to backend system as parameter of web services • Getting response from backend system as response of web services • Encrypting this response • Inserting encrypted response in a GovTalk response message	M
FR-158	Auditing Functionality	One of the important functionality that DIS has to offer is auditing messages that pass through it. When the message is flowing through DIS orchestration the major milestones (time, CorrelationID, and audit information) have to be written into an Audit database. This auditing provides administrators a powerful tool and helps them to operate daily, especially in cases when users have a problem with communications.	M

- **Payment service**

The services that ADISA will deliver to the citizens/businesses, will be services with payment, based on the fee that is defined by law. For these kinds of services citizen/business will have to pay to the payment clerk the defined fee. In order to implement and deliver electronic services with payment fee, ADISA IFO system will integrate with Government Payment Gateway. Payment Gateway is a software module which provides the possibility to make online payments through the banks already configured in this gateway.

The key objectives of the Payment Services Integration of ADISA are:
• Communication with Payment Gateway to start a new payment process.

- Communication with Payment Gateway to check if a transaction is already paid.
- Implement logic which handles the Payment Gateway response (successful or error).

Payment Services Integration Layer will make possible integration of ADISA IFO interfaces with Government Payment Gateway. This layer will allow ADISA to communicate with payment gateway to make the online payment for the specific service. Layer will consume the Payment Gateway web service which will redirect to the interface with the list of banks where ADISA clerk can select the preferred bank for payment. After choosing the bank, clerk will be redirected to the bank interface, where will be viewed the service name and the payment fee, there he enters the card details and after the bank processes payment, clerk will be redirected to the success/error pages. Another function of the layer is the communication with payment gateway, to check if a transaction has already been paid before starting a payment process. If the payment will be done successfully but the status of the case in ADISA IFO system will not be updated to Paid, because of system error, than ADISA IFO system will trigger a request to payment gateway web service to ask about the payment status of specific transaction.

Functional Requirements

Payment Services Integration should provide the following main functionalities:
- Communication with Payment Gateway to start a new payment process
- Communication with Payment Gateway to check if a transaction is already paid.
- Implement logic which handles the Payment Gateway response (successful or error)

a.   Communication with Payment Gateway starting a new payment process

ADISA IFO system should use already implemented Government Payment Gateway, which is already integrated and used by the e-Albania portal.
Payment Gateway is a software module for online payment, which is based on COTS (Commercial off the Shelf) products of ORACLE like:
- Oracle Payments
- Oracle Database Enterprise Edition
- Oracle WebLogic Suite for Oracle Applications
- SOA Suite for Oracle Middleware for Oracle Applications
- Oracle Applications Adapter

Payment Gateway benefits are:
- Cost Deduction
- More control over online payments
- Integration with second level banks
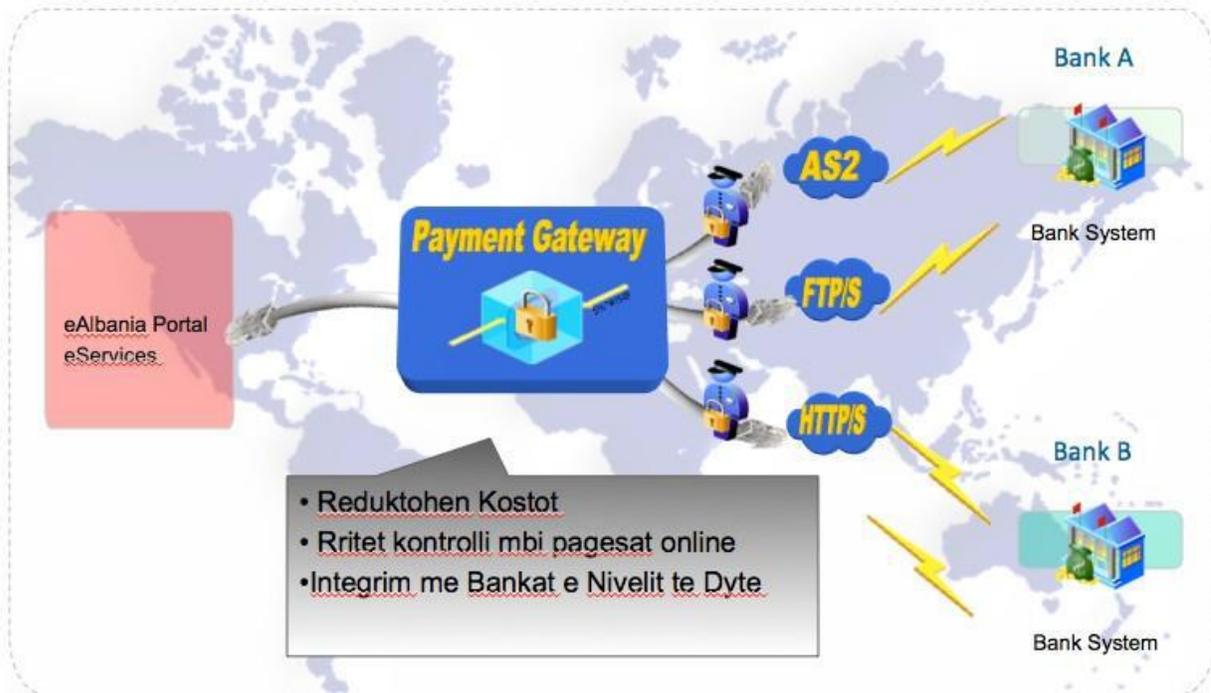
Figure 15 Payment Gateway Integration

ADISA IFO should integrate with Payment Gateway to initiate an online payment process.
At first Payment Gateway owner should preconfigure every service with payment to be delivered by
ADISA IFO system, in Payment Gateway module. For each service with payment must be defined the
following configuration values:

- Service Unique Name
- Service Description
- Service Payment Amount
- Banks where the institution backend has the account number

After the service configuration, it will be possible to communicate with Payment Gateway. ADISA
payment services integration should consume the web service of Payment Gateway. Web services
information can be found in annex **Payment Gateway Structure**

b.   Communication with Payment Gateway checking payment status

Payment Services Integration Layer should check for the status payment of a transaction. It can happen
that the status of the case is not updated as Paid in the ADISA IFO system as a result od system error,
even if the payment was finished successfully. For this situation it might be needed that ADISA IFO
system perform a status check for an already opened case.

- **Business Intelligence**

(This chapter also addresses: Case reporting of ADISA)

To measure and follow the usability of ADISA system, the progress of the cased opened by Clerk, and the
performance of the system, it will be needed to build a whole BI system which will offer a number of
useful reports and diagrams, as for example the number of opened cases by a clerk during a month
(day), number of cases closed with success, number of not closed ones, etc. An important component of

the ADISA IFO system is the reporting and monitoring. A business intelligence reporting functionalities must be offered by IFO system so that it allows ADISA to perform the following:

- Measure the usability of ADISA system
- Measure the work process of the clerks
- Measure the time of serving a service till the case closes
- The progress of the cases in the system
- Measure the performance of the system.
- Measure the load of the system and based on it (if for example there is a high load) take decisions to scale out the system.
- View nice, customizable reports and diagrams for prime ministry or other ministries
- Offer different type of reports, graphics for users based on their role in the system

The component should provide BI functionalities to IFO system, in the form of a web based application offering interfaces of rich reports, graphics and diagrams. This web application will offer authentication and authorization based on the GovNet Active Directory. Users based on their roles will access different category of reports and graphics. The solution will provide management reports and dashboards for analyzing and monitoring key facets and give holistic view of the overall platform adoption. It will also provide the ability to drill down for better insight and focus on some specific performance indicator.

The Government aims to measure the functionality and the performance of ADISA System. It will need to know the progress of the cases opened by clerks, the timed spent for a whole delivered service, the number of the cases which are rejected, etc.…. This will help to establish the quality assurance of delivering services. It will need to understand the load of the incoming request for services, so that can analyse the capacity of the system, if there will be needed to scale out the system infrastructure. BI component will offer dashboards with interactive reports and graphics, which helps to analyse the latest information and work with the data quickly and easily to identify key opportunities and trends.

Functional Requirements

BI component for the ADISA IFO system will be a web application with responsive interfaces, which is supported by desktop, mobile and tablets. The functionality requirements include:

ID	Function	Description	Type
FR-227	Authentication& Authorization	System should allow access only to authenticated users, based in their roles will view the appropriate reports and graphics to them	M
FR-228	Authentication& Authorization	System should trust to GovNet Active Directory, so that government employees can authenticate and access reports.	M
FR-229	Data Access	Must allow access to the data, reports or analyses based on the user profile. Data could be accessed by User interfaces or by Web Services.	M
FR-230	Reports and Graphics	Must present numeric reports or graphics and diagrams, which can be general or detailed ones.	M
FR-231	Reports and Graphics	Must ensure precision in the report presentation.	M

ID	Function	Description	Type
FR-232	Reports and Graphics	Reports/graphic printing and exporting functionality	M
FR-233	Reports and Graphics	Dynamic reports which view information based on personal user requests.	M
FR-234	Filters	The dashboards with reports and graphics should allow filtering with advanced and professional methods	M
FR-235	Filters	Should give possibility to the users to easily use filters to build and personalize reports fast and professionally	M
FR-236	Analyse	System should transform and view data in a statistical format easily accessed by users	M
FR-237	Analyse	System should implement analyses with advanced techniques, to help managing and monitoring the performance of the ADISA system.	M
FR-238	Alerting	System should send mail alerts to the administration and clerks about the status of the case from the backend (in case of asynchronous services).	M
FR-239	Alerting	System should send mail alerts to the clerks to remind about processing the case, if the limit time of the case is running out.	M
FR-240	Logging and Tracking	System should track the access of the reports	M
FR-241	Case management Reports	These reports will be viewed and used by governmental administration. to know and control the functionality of the system and the work of clerks (for example): • The number of opened cases in a day, month… • The number of closed cases with success • Time the cases were processed • Which services are most requested • The period a case stays not processed. There must be send email alerts to the clerks and other specialists when the case is not processed for more than an allowed time limit.	M
FR-242	Performance management Reports	These types of reports will be viewed by theADISA. For example some useful reports: • The system servers' utilization • The load of processed data • The response time from backend for services • The failed requests because of communications • The average number of concurrent requests flowing in the system	M
FR-243	Combined Analyses	It should be possible to combine data that are project related with available data about citizens/business entities and produce analysis across regions, municipalities, industries,	M

ID	Function	Description	Type
		etc.	
FR-244	Service Execution reporting	ADISA analysts should be able to track individual or general attributes of government services: duration of service, number of steps/activities, involved parties, etc.	M
FR-245	Process Execution Monitoring	Government analysts should be able to perform business activity monitoring: identify process' bottlenecks, identify process instances that last longer than the average, compare process duration over different time periods, etc.	M
FR-246	Data Visualization	Analysts should be able to use different types of data visualizations to spot trends, hidden patterns or show data in the form that is easy to understand.	M
FR-247	System reports	System administrators shall be able to monitor systems and analyse: • Platform usage at different levels • System outages • System performance • Service performance • System or service peak/off-peak performance	M
FR-248	Analyses Environment	Analysis should be done with intuitive, easy to use interface that requires minimal user training and encourages self-service. Results should be easy to share in the form of reports or dashboards The solution shall support: • Multi-tier architecture • Web-based access • Mobile access • Offline reporting capability • Ease of use • Ability to connect to various data sources and to report on joined data • Export data in various formats, Excel, PDF and HTML as a minimum • Seamless Integration with MS Office tools	M

- **Queue management**

Since citizens have to wait in line to get the required service, it is necessary to reduce real & apparent waiting time, speed up service delivery, improve service quality & increases customer satisfaction. Of course, any establishment in the pursuit of providing some service to the society cannot be having infinite resources to make the waiting time for getting served a zero. Hence, there must be some kind of queue that has to be managed in a transparent and efficient manner. Managing efficiently this situation requires the use of a Queue Management Component.

This kind of system should be more than a traditional Queue Management System. It should provide accurate customer waiting, service time and counter staff productivity as well as data analysis reports.

The objective is to provide a well-managed and fair waiting environment making customers more comfortable with their wait and supporting a more efficient and productive environment.

This objective can be achieved by:

- Providing a simplistic yet technologically advanced solution.
- Easy to operate. Designed to help customers rather than confuse them with technical complexity.
- Brings order, efficiency and comfort in places such as banks and railway stations where people have to wait in line to get a service.
- Reduces waiting time & speeds up service.
- Improves service quality & customer satisfaction.
- Citizens should have the freedom to move about in lobby, read advertising brochures or simply take a seat and to be kept continuously informed of progress while waiting for their turn to be served.
- Good working conditions for the receptionists where they can be efficient yet relaxed without being intimated by the queue of overlooking people awaiting service and better use of skills and time.
- Optimize resource allocation, respond to staff workloads and provide better service to customers.

Functional Requirements

ID	Function	Description	Type
FR-249	Key minimum functional requirements	- The Queue Management component should be designed with the end customer in mind. - Simplistic yet technologically advanced. - Easy to operate. Designed to help customers rather than confuse them with technical complexity. - Efficient and automated management of reception - Single token for multiple services. - Easy to manage from a central location. - Multi Branch, multi services.	M
FR-250	Queue management Software	The software should be able to serve the needs and requirements of an environment that might receive a large amount of customers flowing in on regular basis. It should provide the following functionalities: - Easy to deploy and integrate with existing software - Purpose of visit – can be defined in advance and the visitor directed to appropriate counter - User Authentication and Authorization - Branches Management - Departments Management - Counters Management - Services Management - Queue Management - Sound Utility	D

ID	Function	Description	Type
		• Reporting Engine	
FR-251	Reports	The system should provide employees and their managers the possibility to get a real-time view of all activities going on in customer service area in order to set up statistical analysis, forecasting and scheduling improved efficiency workflow. • Easy Generation and Access to Reports. • Basic reports; • Detailed reports; • Summarized reports; • Daily, weekly reports; • Counter-wise & Transaction-wise; • Efficiency reports; • Hourly traffic; • Average wait time; • List of all tickets issued, served and number of waiting customers; • Real time view of all activities going on in customer service area.	M
FR-252	Ticket customization	The Ticket should contain the following information: • Number – For example: 3-digit serial number between 001 and 999. In case of multiple services, it could be of the form Xnn where X is a user selectable letter that identifies the service and nn is a serial number between 01 and 99. • Organization Name • Time and date stamp. • Title of the service selected. • Average waiting time for selected service • Customized message at the bottom of the ticket. It could be a promotional message or the address of the serving branch.	M
FR-253	Display Units	There should be proper display mechanisms at the servicing premises to ensure that each and every citizen present anywhere can be informed about their turn. LCD and/or LED screens which enable a clear display of the different counters active in the servicing premises and the tickets being served by each counter. Information of waiting conditions in real time-on panels screen should be portrayed.	D
FR-254	Sound Announcement Utility	Sound announcement informing about the ticket number being called and which counter the citizen should go. Sound announcement should be customized to support any language on request.	D

ID	Function	Description	Type
FR-255	Counter Plates	Each counter should have identification plates or signage indicating clearly to the citizens where they need to go: • Number of ticket that has the turn to be served; • The respective number of counter that will serve to this ticket.	M

- **Telephony Call Centre Integration**

In order to address these needs in the best way possible, it is necessary to build a call centre infrastructure. This infrastructure will provide citizens all the facilities they need to get informed correctly and on time for each step of their applications or just ask for information without being obliged to turn out from their everyday commitments.

The objective is to provide an alternative channel of communication, besides virtual and face to face communication. It will be more effective managing the workload and at the same time leading to increased citizens' satisfaction and continuing the evolution toward true G2C collaboration.

This objective can be achieved by:

- Providing a state-of-the-art contact centre solution that allows you to integrate inbound and outbound voice applications with Internet applications.
- Responding immediately to citizen questions by automatically directing messages to the right agent for better efficiency and customer satisfaction.
- Capabilities, helping a single agent support multiple interactions simultaneously.
- Flexible and comprehensive features cost-effectively improve both the quality and efficiency of every customer interaction.
- Comprehensive solution for managing large volumes of calls.
- Offering an effective way to increase resource use in the contact centre.
- Improve the quality and productivity of every agent interaction while reducing operating costs.

Functional Requirements

ID	Function	Description	Type
FR-256	Key minimum functional requirements	• Easy interface for the agents to learn and use system functions. • The system should be scalable to support large volumes of calls.The number of the inbound call should be saved in the database	M
FR-257	Interaction with Customer	• Inbound, Outbound and Blended call handling • The system should provide intelligent and flexible routing algorithms to deliver customers to the right agent, right away based on any number of criteria: IVR (Interactive Voice Response) entries, CRM data, areas of expertise or other information. • Should offer customer care solution to proactively respond to customers and prospects communicating through public social media networks, such as Twitter	M

ID	Function	Description	Type
		and Facebook, and other public forums or blogging sites	
		• Should provide monitoring, queuing, and workflow to organize customer posts on social media networks	
		• Call centre agents should have a complete view of the customer interaction history so they can address inquiries knowledgeably and with sensitivity.	
		• Should facilitate faster decision making and enhance productivity using presence awareness to view the availability of your colleagues and reduce communications delays	
		• Possibility to easily change routing parameters to address spikes or other issues that may impact service levels.	
		• Integrate inbound voice applications with Internet applications.	
		• Virtual call centre solution – agents simply need a phone, an Internet connection, and a web browser to get started.	
		• Support Frequently Asked Question (FAQ) Knowledgebase feature for maximizing productivity since Call Center agents may be constantly answering the same questions. Any time a citizen asks a question, agents can refer to the FAQ Knowledgebase and provide the right answer quickly, reliably and consistently.	
FR-258	Integration	• Integrated call recording. • Call recorded should be linked to the respective case in the CMS system in cases when the citizen has a registered case. • Support the Integration with SMS gateway. Agents can review customer histories before and respond by SMS, for happier customers and faster resolution. For the recorded calls, the agent should have the possibility to send citizens SMS notifications in cases for example when the documents they applied for are printed and they need to be present physically to retrieve them.	M
FR-259	Call Management	• Ability to open a custom web page with user data from the call. • Ability to broadcast dial to customers with a pre-recorded message. • Ability to park the customer with custom music. • Ability to send a dropped call to a voicemail box if no agent is available. • Ability to take inbound calls grabbing CallerID. • Ability to start and stop recording an agent's calls at any time.	M

ID	Function	Description	Type
		• Ability to automatically record all calls. • Custom Music-On-Hold and agent alert sound for inbound calls. • Estimated hold time, place in line, overflow queues and several other inbound-only features. • Three-Way calling within the agent application in cases when the agent needs a confirmation or clarification from the respective institution in charge of delivering the respective service.	
FR-260	Administration	• Ability to set user levels and permissions for certain features. • Ability for managers to listen-in on agent conversations. • Ability for managers to enter conversations with agents and customers. • Ability for agents to select a Pause Code when they are not active. • Ability for agents to control volume levels and mute themselves. • Separate Time-clock application to track user work time. • Web-based administration.	M
FR-261	Monitoring & Reporting	• Personalized support approach so the agent has immediate access to the contact record and case history of the citizen. • Monitoring of resource availability. • Real –Time monitoring statistics and key performance indicators (KPIs) to help supervisors and administrators retain complete control over citizens' experience. • Historical reporting. • Call Recording possibility to provide quality assurance. • All calls are logged and statuses of calls are logged as well as agent time breakdowns. • Several real-time and summary reports available.	M
FR-262	Architecture	• Flexible architecture so it allows integrating multiple branches in different locations (cities) into a virtual call centre. All possible locations should operate seamlessly as one team without installing any special hardware or software. • Easy solution to integrate different branches into one efficient, economical, well-run virtual call centre. It should support agents regardless of their location.	M

ID	Function	Description	Type
		• Computer telephony integration (CTI) and contact management over an IP infrastructure. • It should combine multichannel automatic call distributor (ACD) functionality with IP telephony in a unified solution. • Reliable infrastructure. • Business continuity and customer service resiliency in the event of a network outage or unforeseen event.	

i.   Integration of Accounting Module

In the framework of the project of the Government of Albania to build the first Public Services Center in the country ADISA should also manage the financial fees related to those services or applications that are not free of charge. For this reason, it is needed to integrate to the existing Accounting Software. The existing software packages is called ALPHA Business Accounting. Integration with this software packages can be achieved in two ways:

-Manual Integration

-Automatic Integration

The IFO System should support both ways. Below we will give high level functional requirements for this integration.

ID	Function	Description	Type
FR-263	Manual Integration	The IFO System should support exporting the payment transaction in Excel format. This Excel format will be defined during the implementation phase and it will be based on the configuration of the accounting packages in order to book keep the payments of fees per service. The IFO System should be able to export those payments in an predefined excel format.	M
FR-264	Automatic Integration	The IFO system should integrate with ALPHA Accounting package based on its Microsoft SQL Server database. These means that the proper tables are exposed by the accounting package to be record the service fee payment transactions. The IFO System should record all service fee payment transactions in the following SQL tables of the accounting package: • tbl_shitjekoka • tbl_trupishitje	M
FR-265	Integration with Payment Gateway	The IFO System should support integration with Payment Gateway	D
FR-266	Required Fields	klientID (This specifies the client ID. In ADISA case it might be	M

ID	Function	Description	Type
		one/tow general clients called the CITIZEN/BUSINESSES)	
		artikull-ID (ID of the service configured in IFO System service catalogue exp.A0001)	
		DRAFT=1 (status of the invoice)	
		perdoruesId (it can be a default user in the accounting package that represents ADISA)	
		cmimi (service fee)	
		sasia (the amount is 1)	
		njesia (the unit)	
		vleraPaTVSH (the amount paid NO VAT)	
		vleraMeTVSH (amount paid VAT)	
		memagazine=0	
		njesiaShitjes (represents ADISA service center)	
		data (date of the invoice)	
		dataKrijimit (created date)	

ii.   Integration with CFM system

IFO Platform will be integrated with CFM system and feed the CFM with the data that enables the monitoring of the service provision performance. The systems should exchange the data automatically. The integration should be fulfilled via web-services and GG.

ID	Function	Description	Type
FR-267	Integration Service with CFM	The integration should be fulfilled via web-services and Government Gateway.	M
FR-268	IFS Platform shall feed the CFM with the following data	- Name; - Surname; - Mobile number; - Email; - Gender; - Birth year; - Category - Institution; - Service received; - Location of Front office; - City; - Date of application; - Date of completion;	M

iii. Email /SMS notification

ID	Function	Description	Type
FR-269	Select of Communication	Citizen should let know the clerk which way he prefers to be contacted so the Customer care office can inform the citizen/business if the case is processed successfully or your case is incomplete and the reasons	M
FR-270	Email Server	The requirement is to notify the citizen via email about the status of the application and any services progress.	M
FR-271	SMS-Gateway	The requirement is to notify the citizen via SMS about the status of the application and any services progress.	D
FR-272	SMS-Gateway	The requirement is to send the same SMS notification to a group of Applicants	D
FR-273	Email Server	The requirement is to send the same email notification to a group of Applicants	M
FR-274	SMS-gateway	Integration with NIAS electronic infrastructure to enable IFO to provide e-mail and SMS notifications	D

C. TECHNICAL SPECIFICATIONS

2.0 General Technical Requirements

The following are some general technical requirements:

ID	Technical Requirement	Description	Type
TR-001	Language	Language Support: All information technologies must provide support for the: *Albanian and English language,* along with appropriate UNICODE (UTF-8) character sets. All documents which are referred to the Project have to be presented in Albanian language (end user manuals) and in English (for technical instructions).	M
TR-002	DATE	All information technologies MUST properly display, calculate, and transmit date data, including, but not restricted to 21st-Century date data	M
TR-003	Electrical Power	All active (powered) equipment must operate on: voltage range and frequency range, 220v +/- 20v, 50Hz +/- 2Hz. All active equipment must include power plugs standard in *Albania.*	M
TR-004	Environmental	Unless otherwise specified, all equipment must operate in environments of *10-30 degrees centigrade, 20-80 percent relative humidity, and 0-40 grams per cubic meter of dust.*	M

ID	Technical Requirement	Description	Type
TR-005	Safety	Unless otherwise specified, all equipment must operate at noise levels no greater than 55 decibels. All electronic equipment that emits electromagnetic energy must be certified as meeting US FCC class B or EN 55022 and EN 50082-1, or equivalent, emission standards.	M

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2.1   Computing Hardware Specifications

2.1.1   Operational Environment

The operational environment of IFO system should enable the ADISA service centers to operate with high performance and high availability. The IFO system should be centralized web based system hosted on the NAIS premises. Since the physical premises will be provided by NAIS data center we will provide only the required servers to host the IFO system. Based on the predicted number of users per ADISA service centers and the organizational schema we suggest the following infrastructure architecture of servers. The infrastructure should be enough to process the predicted number of transactions and the amount of load. The following is a high level abstraction of the schema. The virtualization will be preferred to provide a scalable and high available solution.
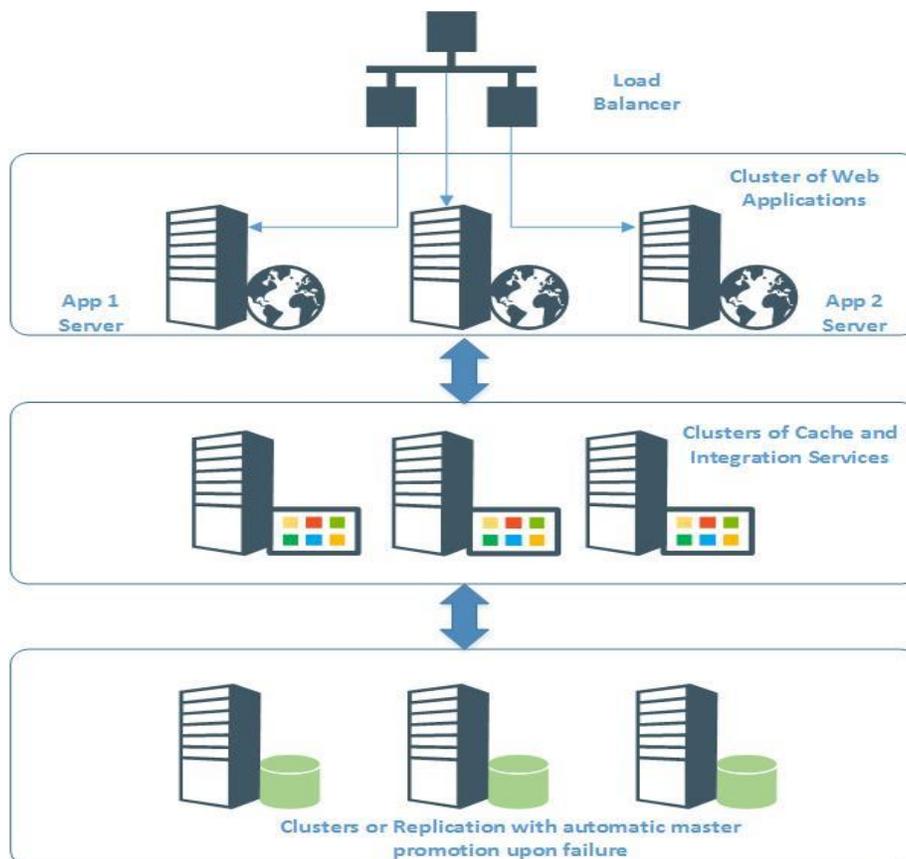
Figure 16. High level infrastructure architecture of IFO system's servers

Based on this high level operational infrastructure we provide the following hardware specifications for the hardware needed.

Business intelligence

a. Hardware specifications

Bidder must show his solution over virtual servers. He must give a full presentation of the architecture and components of the system:

ID	Technical Requirement	Description	Type
TR-006	Architecture	System should be based on Enterprise Distributed Architecture	M
TR-007	Source Data	System will use as source data, the ones from ADISA database system	M

TR-008	Availability	• System should be high available:
		  o 2 front end web servers in Network Load Balance
		  o 2 backend DB servers in cluster
			M

b. Software specifications

ID	Technical Requirement	Description	Type
TR-009	Reporting	The reporting platform that will support the business intelligence activities should be compatible with the database server technology of ADISA IFO system	M
TR-010	Source Data	The source data for the reports and dashboards will be the database of ADISA IFO system like - Tables managing opened cases - Tables managing e-services catalogue registered in ADISA - Tables managing audit and logging	M

Bidder should present the technology and software that will use to implement the BI system which should fulfil all the functional and technical requirements.

2.1.2 Hardware requirements for the overall IFO system modules.

ID	Technical Requirement	Description	Quantity	Type
TR-011	**Server Cabinet**	42U shock resistant Rack, including Stabilizer Kit, Grounding Kit, Side Panels, PDUs and 2 (two) 5000 VA UPSs	**2 ea**	M
TR-012	**Servers for Database**	- Rack based server with rails and cable management system	**3 ea**	M

ID	Technical Requirement	Description	Quantity	Type
		- 4 (four) Processors, with minimum rating of 7,000 points according to cpubenchmark.net. - Min 48 Memory slots included, support of min 1.5 TB RAM - Included min 1TB RAM, Registered DIMM (min DDR3-1600) - Min 8 x SFF Hard Disk Drives slots - Included Min 2 x min 600GB min 10k HDDs SFF - RAID controller with min 1GB protected cache, support for min RAID 0, 1, 1+0, 5, 5+0 - Two single port 8Gb FC HBA – to connect to the below storage - Network: min 4 x min 1Gb network ports included - Min 4 PCI-Express slots - Min 2 x hot plug Power Supplies, fully redundant N+N - Min 4 x hot plug redundant Fans, - Interfaces: Min 1 x Serial, 1 x Video, 1 x Management port, 1 x Keyboard, 1 x Mouse, 1 x SD slot, 6 x USB ports - To include management license for fully remote management capabilities including virtual KVM and media, virtual power control and power management, email alert, etc. - OS Support: Min: Microsoft Windows Server, Red Hat Enterprise Linux, SUSE Linux Enterprise Server, Oracle Solaris, VMware, Citrix XenServer		
TR-013	Storage for Database	- Enterprise Class Tier 1 Storage System. - Rack-Mount Storage System, Rack mounting Kit should be included. - Storage Array shall be configured in a No Single Point of Failure configuration including Controllers (at least 2), Cache memory, Power supplies (at least 2) FANs, etc. - Controllers shall be true active-active so that a single logical unit can be shared across all offered controllers in symmetrical fashion, while supporting all the major functionalities like Thin Provisioning, Data Tiering etc. - Storage System must have a minimum of 48GB cache per system offered.	1 ea	M

ID	Technical Requirement	Description	Quantity	Type
		- Storage System shall have a minimum of 8 FC host ports for connectivity to hosts running at 8Gbps speed. FC cables to be supplied for each port		
		- Storage System shall support 6Gbps dual-port Hot-Pluggable Enterprise SAS Hard Drives, SSD Hard Drives and NL SAS high-capacity Hard Drives.		
		- Offered Storage Subsystem shall support RAID 0, 1, 1+0, 5 and RAID 6.		
		- Offered storage array shall have native virtualization support.		
		- The Storage Array shall be offered with at least 4.8TB Raw Capacity using 600GB or 900GB 6G 10K SAS 2.5in HDDs.		
		- Storage Array shall be upgradable up to at least 400TB Raw Capacity.		
		- In case of Power failure, Storage array shall have de-stage feature to avoid any data loss.		
		- Storage System shall support online non-disruptive firmware upgrade for both Controller(s) and disk drives.		
		- Storage System should be supplied with Configuration and Management Software.		
		- Storage System should support hardware based data replication at the Array Controller level across all models of the offered family.		
		- Storage System should support both synchronous and asynchronous replications between sites.		
TR-014	**Servers for Applications and Infrastructure Services**	- Rack based server with rails and cable management system	**6 ea**	M
		- 2 (two) Processors, with minimum rating of 11,000 points according to cpubenchmark.net. At least 6 core per processor.		
		- Min 24 Memory slots included, support of min 768GB RAM		
		- Included min 128GB RAM, Registered DIMM (min DDR4-2133)		
		- Min 8 x SFF Hard Disk Drives slots		
		- Included Min 2 x min 600GB min 10k HDDs SFF configured in RAID 1		
		- RAID controller with min 1GB protected cache, support for min RAID 0, 1, 1+0, 5, 5+0		
		- Network: min 4 x min 1Gb network ports included		
		- Min 2 PCI-Express slots		

ID	Technical Requirement	Description	Quantity	Type
		- Min 2 x hot plug Power Supplies, fully redundant N+N		
		- Min 4 x hot plug redundant Fans,		
		- Interfaces: Min 1 x Serial, 1 x Video, 1 x Management port, 1 x Keyboard, 1 x Mouse, 1 x SD slot, 4 x USB ports		
		- To include management license for fully remote management capabilities including virtual KVM and media, virtual power control and power management, email alert, etc.		
		- OS Support: Min: Microsoft Windows Server, Red Hat Enterprise Linux, SUSE Linux Enterprise Server, Oracle Solaris, VMware, Citrix XenServer		
TR-015	Servers for Business Intelligence and Reporting	- Rack based server with rails and cable management system	2 ea	M
		- 2 (two) Processors, with minimum rating of 8,000 points according to cpubenchmark.net. At least 4 core per processor.		
		- Min 24 Memory slots included, support of min 768GB RAM		
		- Included min 128GB RAM, Registered DIMM (min DDR4-2133)		
		- Min 8 x SFF Hard Disk Drives slots		
		- Included Min 3 x min 600GB min 10k HDDs SFF configured in RAID 5		
		- RAID controller with min 1GB protected cache, support for min RAID 0, 1, 1+0, 5, 5+0		
		- Network: min 4 x min 1Gb network ports included		
		- Min 2 PCI-Express slots		
		- Min 2 x hot plug Power Supplies, fully redundant N+N		
		- Min 4 x hot plug redundant Fans,		
		- Interfaces: Min 1 x Serial, 1 x Video, 1 x Management port, 1 x Keyboard, 1 x Mouse, 1 x SD slot, 4 x USB ports		
		- To include management license for fully remote management capabilities including virtual KVM and media, virtual power control and power management, email alert, etc.		
		- OS Support: Min: Microsoft Windows Server, Red Hat Enterprise Linux, SUSE Linux Enterprise Server, Oracle Solaris, VMware, Citrix XenServer		
		-		

ID	Technical Requirement	Description	Quantity	Type
TR-016	**Servers for queue management**	- Rack based server with rails and cable management system - 2 (two) Processors, with minimum rating of 8,000 points according to cpubenchmark.net. At least 4 core per processor. - Min 24 Memory slots included, support of min 768GB RAM - Included min 256GB RAM, Registered DIMM (min DDR4-2133) - Min 8 x SFF Hard Disk Drives slots - Included Min 3 x min 600GB min 10k HDDs SFF configured in RAID 5 - RAID controller with min 1GB protected cache, support for min RAID 0, 1, 1+0, 5, 5+0 - Network: min 4 x min 1Gb network ports included - Min 2 PCI-Express slots - Min 2 x hot plug Power Supplies, fully redundant N+N - Min 4 x hot plug redundant Fans, - Interfaces: Min 1 x Serial, 1 x Video, 1 x Management port, 1 x Keyboard, 1 x Mouse, 1 x SD slot, 4 x USB ports - To include management license for fully remote management capabilities including virtual KVM and media, virtual power control and power management, email alert, etc. - OS Support: Min: Microsoft Windows Server, Red Hat Enterprise Linux, SUSE Linux Enterprise Server, Oracle Solaris, VMware, Citrix XenServer -	**2 ea**	M
TR-017	**Servers for Call Center**	Server that will be used for the call center system should fulfilled at minimum the below specifications: - 2x XEON CPU, 8 cores, at least 2.4 GHz, DDR3 1866MHz - At least 6 x 300 GB. Hard drives should be SAS, - At least 2 x 10/100/1000 Mbps network interface cards. - At least 16GB of RAM Memory - Included power redundant supplies and fans - VGA Video Port, at least 2xUSB 2.0 ports, Serial port, and RJ45 management port - Should be the same brand as the call center system to avoid the compatibility issues.	**2 ea**	M

ID	Technical Requirement	Description	Quantity	Type
		- the servers should be preinstalled with the call center software. -		
TR-018	**DIS Server**	- Rack based server with rails and cable management system - 2 (two) Processors, with minimum rating of 8,000 points according to cpubenchmark.net. At least 4 core per processor. - Min 24 Memory slots included, support of min 768GB RAM - Included min 128GB RAM, Registered DIMM (min DDR4-2133) - Min 8 x SFF Hard Disk Drives slots - Included Min 3 x min 600GB min 10k HDDs SFF configured in RAID 5 - RAID controller with min 1GB protected cache, support for min RAID 0, 1, 1+0, 5, 5+0 - Network: min 4 x min 1Gb network ports included - Min 2 PCI-Express slots - Min 2 x hot plug Power Supplies, fully redundant N+N - Min 4 x hot plug redundant Fans, - Interfaces: Min 1 x Serial, 1 x Video, 1 x Management port, 1 x Keyboard, 1 x Mouse, 1 x SD slot, 4 x USB ports - To include management license for fully remote management capabilities including virtual KVM and media, virtual power control and power management, email alert, etc. - OS Support: Min: Microsoft Windows Server, Red Hat Enterprise Linux, SUSE Linux Enterprise Server, Oracle Solaris, VMware, Citrix XenServer	**1 ea**	**M**

2.1.3 Business Continuity and Recovery Requirements

In case of the disaster business continuity environment should be in place to take over the operations.

Based on the proposed operational infrastructure we propose the following configuration for the disaster recovery site:
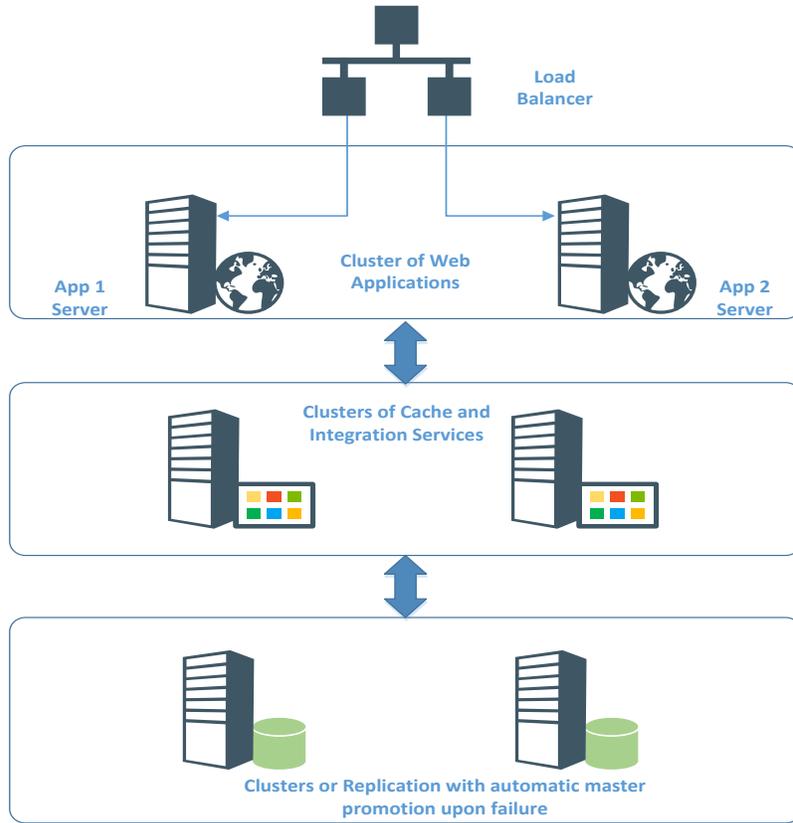
Figure 17. BC Site architecture

The hardware specifications for disaster recovery site is provided below:

ID	Technical Requirement	Description	Quantity	Type
TR-019	**Servers for Database**	- Rack based server with rails and cable management system - 4 (four) Processors, with minimum rating of 7,000 points according to cpubenchmark.net. - Min 48 Memory slots included, support of min 1.5 TB RAM - Included min 1TB RAM, Registered DIMM (min DDR3-1600) - Min 8 x SFF Hard Disk Drives slots - Included Min 2 x min 600GB min 10k HDDs SFF - RAID controller with min 1GB protected cache, support for min RAID 0, 1, 1+0, 5, 5+0 - Two single port 8Gb FC HBA – to connect to the below storage - Network: min 4 x min 1Gb network ports included - Min 4 PCI-Express slots - Min 2 x hot plug Power Supplies, fully redundant	**2 ea**	M

ID	Technical Requirement	Description	Quantity	Type
		N+N		
		- Min 4 x hot plug redundant Fans,		
		- Interfaces: Min 1 x Serial, 1 x Video, 1 x Management port, 1 x Keyboard, 1 x Mouse, 1 x SD slot, 6 x USB ports		
		- To include management license for fully remote management capabilities including virtual KVM and media, virtual power control and power management, email alert, etc.		
		- OS Support: Min: Microsoft Windows Server, Red Hat Enterprise Linux, SUSE Linux Enterprise Server, Oracle Solaris, VMware, Citrix XenServer		
		-		
TR-020	**Storage for Database**	Enterprise Class Tier 1 Storage System.	**1 ea**	M
		- Rack-Mount Storage System, Rack mounting Kit should be included.		
		- Storage Array shall be configured in a No Single Point of Failure configuration including Controllers (at least 2), Cache memory, Power supplies (at least 2) FANs, etc.		
		- Controllers shall be true active-active so that a single logical unit can be shared across all offered controllers in symmetrical fashion, while supporting all the major functionalities like Thin Provisioning, Data Tiering etc.		
		- Storage System must have a minimum of 48GB cache per system offered.		
		- Storage System shall have a minimum of 8 FC host ports for connectivity to hosts running at 8Gbps speed. FC cables to be supplied for each port		
		- Storage System shall support 6Gbps dual-port Hot-Pluggable Enterprise SAS Hard Drives, SSD Hard Drives and NL SAS high-capacity Hard Drives.		
		- Offered Storage Subsystem shall support RAID 0, 1, 1+0, 5 and RAID 6.		
		- Offered storage array shall have native virtualization support.		
		- The Storage Array shall be offered with at least 4.8TB Raw Capacity using 600GB or 900GB 6G 10K SAS 2.5in HDDs.		
		- Storage Array shall be upgradable up to at least 400TB Raw Capacity.		
		- In case of Power failure, Storage array shall have		

ID	Technical Requirement	Description	Quantity	Type
		de-stage feature to avoid any data loss. - Storage System shall support online non-disruptive firmware upgrade for both Controller(s) and disk drives. - Storage System should be supplied with Configuration and Management Software. - Storage System should support hardware based data replication at the Array Controller level across all models of the offered family. - Storage System should support both synchronous and asynchronous replications between sites.		
TR-021	**Servers for Applications and Infrastructure Services**	Rack based server with rails and cable management system - 2 (two) Processors, with minimum rating of 11,000 points according to cpubenchmark.net. At least 6 core per processor. - Min 24 Memory slots included, support of min 768GB RAM - Included min 128GB RAM, Registered DIMM (min DDR4-2133) - Min 8 x SFF Hard Disk Drives slots - Included Min 2 x min 600GB min 10k HDDs SFF configured in RAID 1 - RAID controller with min 1GB protected cache, support for min RAID 0, 1, 1+0, 5, 5+0 - Network: min 4 x min 1Gb network ports included - Min 2 PCI-Express slots - Min 2 x hot plug Power Supplies, fully redundant N+N - Min 4 x hot plug redundant Fans, - Interfaces: Min 1 x Serial, 1 x Video, 1 x Management port, 1 x Keyboard, 1 x Mouse, 1 x SD slot, 4 x USB ports - To include management license for fully remote management capabilities including virtual KVM and media, virtual power control and power management, email alert, etc. - OS Support: Min: Microsoft Windows Server, Red Hat Enterprise Linux, SUSE Linux Enterprise Server, Oracle Solaris, VMware, Citrix XenServer	**4 ea**	M

ID	Technical Requirement	Description	Quantity	Type
TR-022	DIS hardware	- Rack based server with rails and cable management system - 2 (two) Processors, with minimum rating of 8,000 points according to cpubenchmark.net. At least 4 core per processor. - Min 24 Memory slots included, support of min 768GB RAM - Included min 128GB RAM, Registered DIMM (min DDR4-2133) - Min 8 x SFF Hard Disk Drives slots - Included Min 3 x min 600GB min 10k HDDs SFF configured in RAID 5 - RAID controller with min 1GB protected cache, support for min RAID 0, 1, 1+0, 5, 5+0 - Network: min 4 x min 1Gb network ports included - Min 2 PCI-Express slots - Min 2 x hot plug Power Supplies, fully redundant N+N - Min 4 x hot plug redundant Fans, - Interfaces: Min 1 x Serial, 1 x Video, 1 x Management port, 1 x Keyboard, 1 x Mouse, 1 x SD slot, 4 x USB ports - To include management license for fully remote management capabilities including virtual KVM and media, virtual power control and power management, email alert, etc. - OS Support: Min: Microsoft Windows Server, Red Hat Enterprise Linux, SUSE Linux Enterprise Server, Oracle Solaris, VMware, Citrix XenServer	1 ea	M

2.2   Software Specifications

2.2.1 Business Application Software- User interface environment

ID	Technical Requirment	Description	Type
TR-023	Application	The application should be modern, clean, intuitive, and easy to use. Pages should provide users with timely, correct, and appropriate visual information. Explanatory or assisting text should be present to assist users when an action/step is not clear.	M

ID	Technical Requirment	Description	Type
TR-024	Layout	All pages must follow a unified template, that is, color schema, fonts, menu and content positioning. Fonts used should be legible and consistent across all pages. Once a color palette is selected and approved it should be applied consistently to all sections, dialogs, menus, headers, and footers. The user interface should be support a minimum resolution of 1024x768. Resizing of windows should not introduce excessive distortions from the initial page load. Generally, pages should be clean of excessive scrollbars and relevant information should be presented above the fold. Menu structures should be categorized, easily navigable, and must not extend beyond the visible viewport. Modal dialogs should center on a page independently of where a user has scrolled in a given page.	M
TR-025	Forms	Required fields must be clearly labelled in forms. Additional field labels should be used whenever more explanation is needed for a field's meaning or format. Validation errors should be in-page, distinguishable, and informative so to help a user correct entered content. If inline validation is used, an invalid form must focus on the first invalid field which should have a different outline and color. Validation summaries should be clearly visible at the top of a page when inline validation is not used, or the error messages are not field-specific. Input masks should be used for decimal values (in order to avoid confusion of "." and ",") as well as for date fields or other specific formats required during user input. Calendar date-pickers should be used whenever needed to assist user enter correct dates. Fields of fixed length should be configured and validated so to avoid truncation of user input	M
TR-026	Asynchronous methods	If asynchronous methods are used to load or save content, a user should be given visual cues via content loaders regarding whether the request has completed or not. Error messages from asynchronous actions should be uniformly managed and presented to a user.	M
TR-027	Browser Compatibility	Page content should render consistently across browsers. The following browsers should be supported: IE10+, Firefox 49+, Chrome 50+. If certain functions depend on browser specific capabilities such as plugins, the user should be informed regarding such requirement	M

2.3   System Management, Administration, and Security Specifications

General Requirements: In addition to the management, administration, and security requirements specified in each sections covering the various hardware and software

components of the System, the System must also provide for the following management, administration, and security features at the overall system level.

ID	Technical Requirment	Description	Type
TR-028	System Administration	The system must provide a module for global configuration which will be accessible only to selected user groups (Administrators).	M
TR-029	Logs	The system must support logging and traces of each action done across each of the modules. Each action must be logged with at least the following data: - User; - Date and time; - Module; - Action; Reference document	M
TR-030	Audit	The logging and tracing system must have the capability to audit the following: - All occurrences of a particular event on a given object or given object type; - Process-related events; - All executions of a particular job;	M
TR-031	Authentication	Each user must be authenticated before accessing the system. The authentication must support user level authentication with PKI Certificates according to NAIS PKI System, and also based on the user's authorization group.	M
TR-032	Communication	The system must support integration with the LDAP server.	M
TR-033	Communication	The system must support use of SSL encrypted communication for data exchange.	M
TR-034	Security	The system must allow definition of different user groups with different access privileges to different modules or functionalities.	M
TR-035	Security	The system must provide session expiration setting. If a user is not active for a specified period he must be automatically logged off. This must be configurable via system parameters by the system administrator.	M

ID	Technical Requirment	Description	Type
TR-036	Security	Users must be able to assign rights to objects at any time specifically: users must be able to assign rights to individual users or groups of users; - it must be possible to assign the access levels to individual users and groups of users	M
TR-037	Security	Security must be definable at each of the cabinets, folders, subfolders, document and process level, document components etc	D
TR-038	Security	The system must allow or deny users from changing document security settings	M
TR-039	Encryption	The system must support content encryption.	M

2.4   Service Specifications

2.4.1   System Integration

Because of independence from existing solutions, the re-use of the existing of Government infrastructure is required. At the same time, it will be a very efficient way to implement the new channel for service access because of reusing well-established components.

The functional requirement information about a citizen service together with technical information about calling and using **GG web-services** and its components (**e-Forms server, authentication/authorization component, payment gateway, PKI infrastructure**,) allows to implement an IFO System in the most sustainable, granular and efficient way.

The following parts will be reused by means of integration with IFO system:

-       Governmental Gateway will be the interoperability standard (that means the integration of back-office data-providers, base registers, … will be continued to achieve with a well-established way)

-       GovNet will be used for secure communication (in the sense of secure data communication & providing information and data-security horizontal layer)

-       Payment services component for payments (in the sense of the well-established processes of payment within electronic services)

-       eForms server as central repository can be reused for building the public service servant forms as per ADISA analyses and scoping processes.

-       Authentication and authorisation component (incl. PKI) for identification and authorization (in the sense of established authentication data to be enriched with users (and clerks) roles & rights)

2.4.2 Integration with GG Platform

Bidder must show his solution for DIS even in virtual servers configuration. He must give a full presentation of the architecture and components based on the diagram below which describes the supporting infrastructure for building of a DIS in an institution. Clearly, the supporting infrastructure for a DIS is comprised by the DIS Hardware, DIS Software and Networking.

Basic DIS Architecture
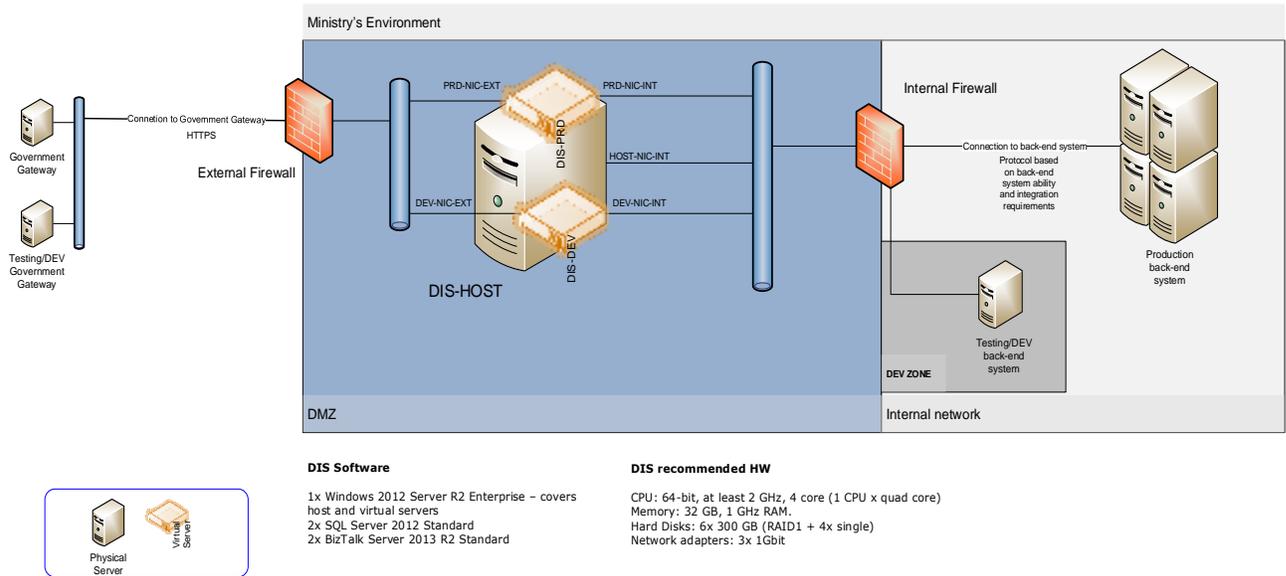
Figure 18. DIS Infrastructure

Note: For DIS hardware please refer to the Technical requirment TR-018 and respective BCC hardware TR-022.

The aforementioned hardware specifications can be changed, depending on system load that can be predicted for a given DIS. Thus, it depends on the information that ADISA needs to expose in ESB for use in other systems, total number of electronic services that the institution plans to implement, and traffic for these services. The requirements above make up general recommendations. However, if high system load and lots of information is expected to pass through the ADISA DIS, better hardware may be needed in order to offer better system performance.

Software specifications

Recommended specifications for base software licensing for DIS are:

ID	Function	Description	Type
TR-040	Software	Windows Server 2012 R2 Standard – covers host and virtual servers *	I
TR-041	Software	SQL Server 2012 Standard (2 licence, for DIS development and production)*	I
TR-042	Software	BizTalk Server 2013 R2 Standard (2 licence, for DIS development and production)*	I

*Note: The above licenses are to be covered by the Enterprise Agreement between Microsft and Government of Albania.

2.4.3 Integration with Government Payment Gateway

ADISA IFO system will integrate with Government Payment Gateway. Payment Gateway is a software

module which provides the possibility to make online payments through the banks already configured in this gateway.

Payment Services Integration should provide the following main functionalities:

ID	Function	Description	Type
TR-043		Communication with Payment Gateway to start a new payment process	D
TR-044		Communication with Payment Gateway to check if a transaction is already paid	D
TR-045		Implement logic which handles the Payment Gateway response (successful or error)	D

c. Communication with Payment Gateway starting a new payment process

ADISA IFO system should use already implemented Government Payment Gateway, which is already integrated and used by the e-Albania portal.

Payment Gateway is a software module for online payment, which is based on COTS (Commercial off the Shelf) products of ORACLE like:

- Oracle Payments
- Oracle Database Enterprise Edition
- Oracle WebLogic Suite for Oracle Applications
- SOA Suite for Oracle Middleware for Oracle Applications
- Oracle Applications Adapter

Payment Gateway benefits are:

- Cost Deduction
- More control over online payments
- Integration with second level banks
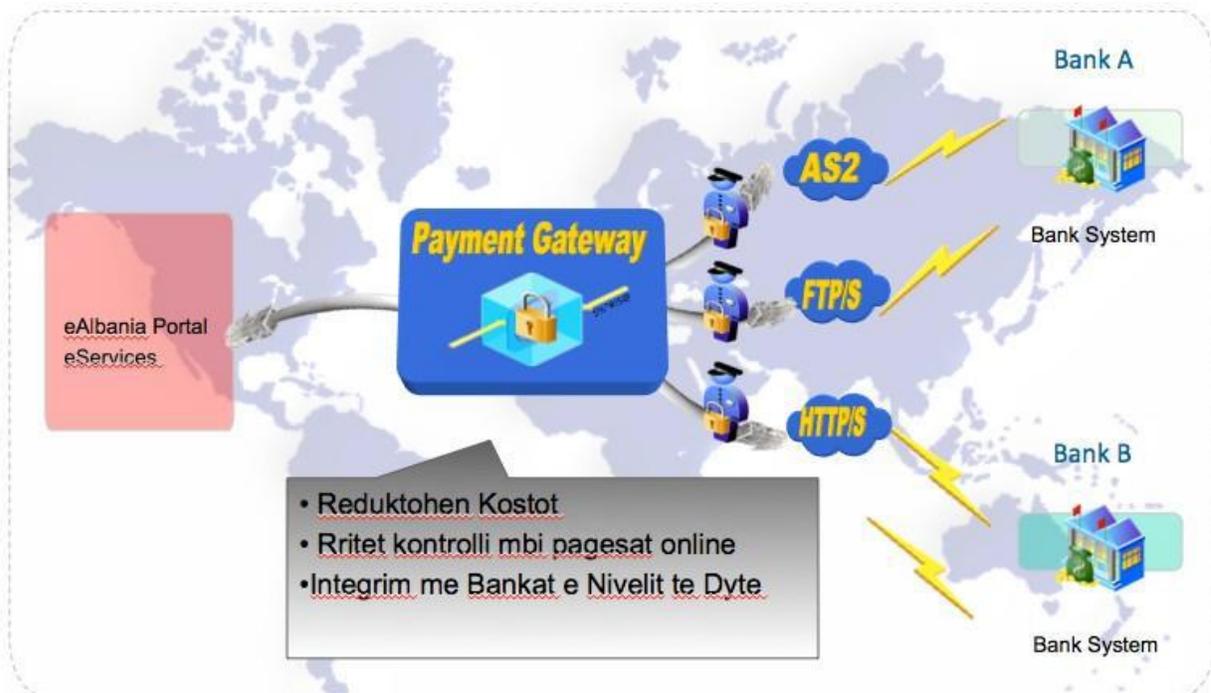
Figure 19 Payment Gateway Integration

ADISA IFO should integrate with Payment Gateway to initiate an online payment process.

At first Payment Gateway owner should preconfigure every service with payment to be delivered by ADISA IFO system, in Payment Gateway module. For each service with payment must be defined the following configuration values:

- Service Unique Name
- Service Description
- Service Payment Amount
- Banks where the institution backend has the account number

After the service configuration, it will be possible to communicate with Payment Gateway. ADISA payment services integration should consume the web service of Payment Gateway. Web services information can be found in annex **Payment Gateway Structure**

Communication with Payment Gateway checking payment status

Payment Services Integration Layer should check for the status payment of a transaction. It can happen that the status of the case is not updated as Paid in the ADISA IFO system as a result od system error, even if the payment was finished successfully. For this situation it might be needed that ADISA IFO system perform a status check for an already opened case.

Enterprise single sign-on based on trusted relationship on GG Federation

The ADISA IFO system should authenticate and authorize its users using the enterprise single sign-on of GG federation. The IFO System should be configured as a trusted relying party on GG, and the integration layer should implement all the needed logic to enable authentication based on reate the trusted relationship with GG. The GG Federation Provider has already configured four Identity Providers, one of them is the Government Employees Identification (GOV ADFS).

Integration with Form Server

ADISA system should reuse most of the forms already developed and published in the GG form server. These forms are implemented and published in e-Albania to be used by citizens and businesses. These

forms will be rendered in the ADISA IFO system through e specific form render, which should implement the logic of rendering the form based on formID, and catching the xml of the form to submit to GG, consuming the specific e-service.

Integration with NAIS network infrastructure
The IFO system hardware will be collocated physically at NAIS Datacentre Premises. The necessary hardware like Servers, Storage and Cabinet will be provisioned within the project, while the networking capacities will be provided by NAIS network Infrastructure. The Contractor shall have the responsibility to supply, install and configure the required equipment so that they are fit to serve to the IFO System modules, as well as prepare and design the plan for integrating the IFO Systems within NAIS network. The contractor team shall evaluate and describe the networking capacity and specifics needed to enable the IFO System correct operation.

2.5 Training and Training Materials:

The following are the requirement with regard to the training process

ID	Technical Requirement	Description	Type
TR-046	Training	A train the trainers program should be implemented within the project effort. The supplier must train the trainers chosen by the beneficiary. Every system role must be covered.	M
Tr-047	Training material	The supplier must provide training material which must be delivered electronically, must be in Albanian language and must be accessible for on-demand requests. They should be available for end users internally (e.g. via existing intranet), and may there be needs for citizens' trainings, user tutorial materials must be available on the web.	M
TR-048	Support	The supplier shall comprise provisions for the establishment of comprehensive support function, e.g. Help Desk to assist the internal users (public administration officials) and if necessary the external users (citizens).	M
TR-049	Training	The supplier shall comprise provision for the establishment of a process that ensures continuous training of the new future users.	D
TR-050	Training	Training facilities should be provided by the supplier as part of the project	D

2.6   Technical Support

ID	Technical Requirement	Description	Type
TR-051	Warranty Service	The Warranty Period shall begin from the date of Final Operational Acceptance of the complete, working IFO Sysytem and extend for the periods of 12 months. Warranty costs shall be part of the contract price.	M
TR-052	User support / hot line	There must be, at minimum, access to support services for all components via telephone access between 8:00 a.m. to 17:00	M

ID	Technical Requirement	Description	Type
		p.m. (GMT +1:00) Monday through Friday, also via email and chat communication. The Contractor must respond to appointed Purchaser contact within two (2) hours of a call placed by Purchaser. The Contractor must also have a software problem escalation procedure and communication plan, which must describe how issues will be escalated to support technicians and senior level support personnel within the Contractor's support group. This support group must include troubleshooting, the correction of any system bugs, defects or deficiencies, and the resolution of any operating problems. During period of contract, the Contractor must provide, at no additional cost, unlimited technical support by telephone and, if the problem cannot be resolved within 48 hours, must provide on-site or remote (remote support VPN) service and support to resolve the problem. If the Contractor develops modifications or upgrades to the system during the warranty support period, these must be provided to the Purchaser upon an agreement between the contractor and the purchaser. The Contractor must keep the system current with any and all changes dictated by requirements from the Purchaser. The selected Contractor must provide ongoing enhancements and support for the duration of the contract	
TR-053		The Contractor must be required to update all documentation and manuals to reflect any and all changes to the system at the time of implementation of any enhancements. Contractor must allow access to the support (helpdesk) application with own user name and password where purchaser can follow status of open issues.	M
TR-054	Service Level Agreement	The above mentioned requirements must be defined by service level agreement. The Contractor of the system must elaborate a proposal for backend support of users and operators. The Contractor must detail the warranty and maintenance plan following the proposed maximum time depending of the type of incident described in the table below:	M

Priority	On-line Response Time	On-site Response Time	Neutralization Time	Resolution Time
P1	1 working hour	4 working hours	8 working hours	2 working days
P2	2 working hours	5 working hours	10 working hours	8 working days
P3	4 working hours	20 working hours	24 working hours	24 working days

2.7 Documentation Requirements

ID	Technical Requirement	Description	Type
TR-055	Documentation	Detailed System Design Document that describes the solution developed in the scope of the project. The document must fully specify the technical solution	M
TR-056	Documentation	Source code developed in the scope of the project, in electronic format.	M
TR-057	Documentation	Operational Documentation: All operational documentation must be tailored to each category of user if applicable, and must cover: - Installation guide – requested minimum and optimal HW and SW requirements both for server and client / browser modules, order of installation of modules; - Operating manual – short description of system modules, detailed overview of system operation, including interdependencies, periodically being checked system functions; estimated average growth of need of data storage - User manual – detailed system function descriptions based on the menus within the system.	M
TR-058	Documentation	Logical system plan, which contains detailed information about: - description of system operation in an easy and understandable format; - description of the planned roles;	M
TR-059	Documentation	Physical system plan, which contains in details: - representation of the data model, as described in the logical system plan; - system model, i.e. the realization of the functional model at application level; the planned architecture of the system (primary site, DR site);	M
TR-060	Documentation	Training manuals	M
Tr-061	Documentation	System Documentation - Finalized User's Manual which will provide complete directions regarding the use of the provided system. - Finalized Operation Manual which will provide complete directions regarding: Administration of the system	M
TR-062	Documentation	Full set of System documentation related to installations, platform, and other technical.	M
TR-063	Documentation	The above mentioned documents shall be prepared in: One (1) paper set of the whole documentation must be provided as well as one soft copy in pdf or similar text readable and searchable format. Language used shall be English and/or Albanian	M

D. TESTING AND QUALITY ASSURANCE REQUIREMENTS

3.1   Inspections

Inspections
1. **Inspection of the installed software will occur at the Purchaser's site.**
2. A test plan for the Testing and Quality Assurance must be provided after acceptance of the Business Analysis.
3. Test plan must include type of testing that will be provided such as functional testing, load testing, stress testing, performance testing, etc.
4. Test cases must be delivered for approval to Purchaser 2 weeks before the beginning of the testing plan.

Testing and Quality Assurance
1. The Test Plan **must** be prepared by the Supplier and accepted by the Purchaser, prior to the implementation of the test planning process.
2. The Test Plan must cover all the processes analyzed as part of the preparation of the Business Analysis. This document will be provided to the Supplier.
3. The supplier must execute test cases in accordance to agreed test plan.
4. The Supplier must provide report for the performed testing together with test results to the Purchaser.
5. To determine whether the System and Subsystems meet all the requirements mandated for testing at least 90% of the tests included in the Tests Plan must be completed successfully. The Purchaser shall retail the rights to reject the test results if one/any of the core processes have not shown successful test results.
6. The supplier must provide reports from the results from provided testing in accordance to the approved test plan.

Acceptance Testing
1. All application servers are connected to the local and wide area network, and they power on and boot normally
2. All required system services are started automatically.
3. Each application's login screen can be invoked from a workstation within the IFO domain other than the administrator's console.
4. The administrator/s can add/create user into the system and assign access rights
5. Application reports print successfully
6. ADISA staff are either generally able to administer application hardware, either by using in-house or contracted staff.
7. The Supplier's technical support staff can be reached by different means of communications like Hot Line, Email etc.

Applications' Acceptance Testing
1. Application/s is operable on each planned instance of the hardware

2. Application/s have been configured

3. Application/s integration with legacy and external systems has been configured

4. Acceptance Test scenarios developed by key user teams verifying functionality of each application's transaction processing and periodic processing, and of system and network performance under a variety of conditions have been reviewed and approved by ADISA

5. Application has passed acceptance testing based on execution of agreed test scenarios.

Operational Acceptance Tests

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, to ascertain whether the System (or major component or Subsystems) 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. The Operational Acceptance Tests will be conducted as specified in the Finalized Project Plan.

The operational acceptance tests for issuing of products must be compliant with the Implementation Schedule table.

E. Implementation Schedule

Implementation Schedule Table

System, Subsystem, or lot number: *[if a multi-lot procurement, insert:* **lot number,** *otherwise state* **"entire System procurement"** *]*
[Specify **desired installation and acceptance dates for all items in Schedule below, modifying the sample line items and sample table entries as needed.** *]*

The assignment is expected to be completed within 18 months from the contract signature date (i.e. the intended commencement date is the contract signature date and the period of implementation of the contract will be 18 months from that date).

The Contracting Authority may, at its own discretion, extend the project in duration and/or scope subject to the availability of funding, up to a maximum not exceeding the length and value of the initial contract. Any extension of the contract will depend on the outcome of the initial contract and be subject to satisfactory performance by the contractor. The Contracting Authority also reserves the right to award a contract for additional services subject to the same conditions abovementioned.

Development of IFO System				
Activity	Estimated Start(week of)	Estimated End(week of)	Duration(Weeks)	Liquidated Damages Milestone
Final Project Implementation Plan Drafted	W1	W6	6	No
Project Implementation Plan Approved	W6	W8	3	No
Supplier's development team engaged	W1	W3	3	No
IFO Detailed Requirements & System Design (draft submitted)	W1	W8	8	No
IFO Detailed Requirements & System Design (finalized & approved)	W9	W11	3	No
Development platforms established	W11	W16	6	No
Development / Supply of IFO modules/Services preparation	W17	W52	36	No
Testing of IFO modules	W53	W56	4	No
Development integrations	W57	W62	6	No
Testing of integrations	W63	W66	4	No
Hardware and Network Equipment Installations (Primary Site)	W5	W15	10	No
Hardware and Network Equipment Installations (Business Continuity site)	W5	W15	10	No
Training of IFO users and technical specialists	W63	W68	6	No
Operational Acceptance	W67	W69	3	Yes
System Go-Live	W70	W72	2	No
Warranty period (12 months)	W73	W230	157	No

System Inventory Table (Supply and Installation Cost Items)

System, Subsystem, or lot number: *entire System procurement*

the detailed components and quantities in the System Inventory Table below for the line item specified above, modifying the sample components and sample table entries as needed, following below example

Component No.	Component	Relevant Technical Specification No.	Additional Site Information (building, floor, dept, etc.)	Quantity
A	**Information Technologies, Materials, and other Goods**			
1.	Hardware (Primary Site)			-
1.1	Server Cabinet	TR-011		2 ea
1.2	Servers for Database	TR-012		3 ea
1.3	Storage for Database	TR-013		1 ea
1.4	Servers for Applications and Infrastructure Services	TR-014		6 ea
1.5	Servers for Business Intelligence and Reporting	TR-015		2 ea
1.6	Servers for Queue Management integration	TR-016		2 ea
1.7	Servers for Call Centre Integration	TR-017		2 ea
1.8	DIS Server	TR-018		1 ea
2.	Software			
2.1	IFO main modules			
2.1.1	Public Service Catalogue Management	FR-001 to FR-025		1 ea

Component No.	Component	Relevant Technical Specification No.	Additional Site Information (building, floor, dept, etc.)	Quantity
2.1.2	Case Management and Business Process	FR-026 to FR-083		1 ea
2.1.3	Business Intelligence	FR-227 to FR-248		1 ea
2.1.4	Email/SMS Notification	FR-269 to FR-274		1 ea
2.2	Interfaces with other systems			
2.2.1	Integration with e-Albania Portal	FR-112 to FR-116		1 ea
2.2.2	Integration Layer with ESB	FR-117 to FR-158		1 ea
2.2.3	Integration with Accounting Module	FR-263, FR- 264, FR-266		1 ea
2.2.4	Integration with Payment Gateway (Integration with GG Layer)	FR- 265		1 ea
2.2.5	Queue Management Integration	FR-249 to FR-255		1 ea
2.2.6	Integration with CFM system	FR-267 to FR-268		1 ea
2.3	Telephony Call Centre software	FR-256 to FR-262		1 ea
2.4	Telephony Call Centre users	N/A (for licening purpose only)	This is not a specific product, it is the respective licensing metric for the users of the Telephony call center	20 users

Component No.	Component	Relevant Technical Specification No.	Additional Site Information (building, floor, dept, etc.)	Quantity
2.5	IFO concurrent user Licenses (for COTS modules only; custom developed modules are without any licensing obligation).	Related to core IFO modules based on COTS		290 users (max number of concurrent users)
3	BCC hardware			
3.1	Servers for BCC Database	TR-019		2 ea
3.2	Storage for BCC Database	TR-020		1 ea
3.3	Servers for BCC Applications and Infrastructure Services	TR-021		4 ea
3.4	BCC DIS Server	TR-022		1 ea
B	**Services (other than training)**			
4	Supply, installation and maintenance of IFO components			
4.1	Development, testing and acceptance of IFO system	N/A		1 ls
4.2	Warranty services (for all IFO system components)	TR-051		1 year
C	**Training Services**			
5	IFO Training	TR-047 to TR-49		
5.1	End user trainings	TR-050		20 users
5.2	Technical Training	TR-046		5 users

System Inventory Table (Recurrent Cost Items)

Component No.	Component	Relevant Technical Specifications No.	Y1-Y3	Y4	Y5
1	Hardware Maintenance	TR-051 to TR-054	Included in Warranty	all items, all sites	all items, all sites
2	Software Licenses and Updates (on demand)				
2.1	IFO concurrent user licenses	N/A	Included in Warranty	all items, all sites	all items, all sites
2.2	Operating systems	N/A	Included in Warranty	all items, all sites	all items, all sites
3	Technical Support Services (on demand)	TR-051 to TR-054	N/A	all items, all sites	all items, all sites

Site Table(s)

System, Subsystem, or lot number: *[if a multi-lot procurement, insert:* **lot number,** *otherwise state* **"entire System procurement"** *]*
[specify: **the detailed information regarding the site(s) at which the System is to be operated** *]*

Site Code	Site	City / Town / Region	Primary Street Address	Drawing Reference No. (if any)
HQ	Tirana	Tirana	Rr Bulevardi Zhan Dark, Nr 100	
R1	Tirana 1	Tirana	RR 'Gjon Pali II'	
R1.1	Tirana 2	Tirana 2		
R1.2	Kavaje	Kavaje		
R1.3	Gjirokaster	Gjirokaster		
R1.4	Kruje	Kruje		
R1.5	Fier	Fier		

Table of Holidays and Other Non-Working Days

*[specify: **the days for each month for each year that are non-working days, due to Holidays or other business reasons (other than weekends).]***

Month	20xy	20xy+1	20xy+2	....			...	20zz
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

F. REQUIRED FORMAT OF TECHNICAL BIDS

5.1   Description of Information Technologies, Materials, Other Goods, and Services

5.1.0   The Bidder must provide detailed descriptions of the essential technical, performance, or other relevant characteristics of all key Information Technologies, Materials, other Goods, and Services offered in the bid (e.g., version, release, and model numbers). Without providing sufficient clear detail, Bidders run the risk of their bids being declared non-responsive.

5.1.1   To assist in the bid evaluation, the detailed descriptions should be organized and cross referenced in the same manner as the Bidder's item-by-item commentary on the Technical Requirements described in Section 5.2 below. All information provided by cross reference must, at a minimum, include clear titles and page numbers.

5.1.2   *[specify: any other technical information related to the Information Technologies, Materials, other Goods, and Services necessary to assess the responsiveness of the Technical Bid, for example, histories of the Information Technologies offered, if demonstrated capacity to revise and extend these technologies is a mandatory criterion for technical responsiveness to be used in the evaluation.]*

5.2   Item-by-Item Commentary on the Technical Requirements

5.2.0   The Bidder must provide an item-by-item commentary on the Purchaser's Technical Requirements, demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Requirements, see ITB Clause 16.2 (b) (ITB Clause 14.2 (b) in the two-stage SBD).

5.2.1   In demonstrating the responsiveness of its bid, the Bidder is strongly urged to use the Technical Responsiveness Checklist provided in Section G of the Technical Requirements. 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 the Bidder's Technical Bid.

5.3   Preliminary Project Plan

5.3.0   The Bidder must prepare a Preliminary Project Plan describing, among other things, the methods and human and material resources that the Bidder proposes to employ in the design, management, coordination, and execution of all its responsibilities, if awarded the Contract, as well as the estimated duration and completion date for each major activity. The Preliminary Project Plan must also address the topics and points of emphasis specified in
*[state: **"SCC Clause 19"** including any additional items stated in the Bid Data Sheet for ITB Clause 16.2 (c) (ITB Clause 14.2 (c) in the two-stage SBD)].* 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.

5.3.1   In addition to the topics and points of emphasis, the Preliminary Project Plan MUST address *[for example, specify: what steps will be taken if there is a failure; how project progress will be reported; etc.].*

5.3.2   *[specify: any additional requirements regarding the format of the Preliminary Project Plan, for example, must it be submitted in a specific word processing format, in addition*

to hard copy, etc.].

5.4   Confirmation of Responsibility for Integration and Interoperability of Information Technologies

5.4.0   The Bidder must submit a written confirmation 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 Bidding Document.

G. TECHNICAL RESPONSIVENESS CHECKLIST

Note on Preparation of the Checklist for Purchasers: The following is a sample format that is designed to help Bidders quickly understand:

(a)   the Technical Specification given in the Technical Requirements;

(b)   whether each Requirement is mandatory or only "preferred"; and

(c)   to ensure that each Bidder includes along with a specific response to the Purchaser, a cross reference to the supporting information provided elsewhere in its Technical Bid.

It is important that the tables be prepared carefully and completely, with accurate references to the relevant section and paragraph numbers in the Technical Requirements so that Bidders will be more likely to submit complete information, particularly regarding the mandatory and scored Requirements. In preparing each Checklist entry, Purchasers should start with an abbreviated text of each Requirement so that Bidders can quickly confirm that they are responding to the right Requirement. Inconsistencies between the Checklist and the referenced section in the Technical Requirements should be avoided. Giving Bidders a revisable, "electronic" version of the Checklist as part of the Bidding Document will enhance the completeness of bids.

Technical Responsiveness Checklist

Note to Bidders: The following Checklist is provided to help the Bidder organize and consistently present its Technical Bid. For each of the following Technical Requirements, the Bidder must describe how its Technical Bid responds to each Requirement. In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s), page number(s), and paragraph(s). The Technical Responsiveness Checklist does not supersede the rest of the Technical Requirements (or any other part of the Bidding Documents). If a requirement is not mentioned in the Checklist, that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid. One- or two-word responses (e.g. "Yes," "No," "Will comply," etc.) are normally not sufficient to confirm technical responsiveness with Technical Requirements.

Tech. Require. No. 1	Technical Requirement: *[insert: abbreviated description of Requirement*]	*[specify: Mandatory or Preferred]*
Bidder's technical reasons supporting compliance:		
Bidder's cross references to supporting information in Technical Bid:		

Tech. Require. No. 2	Technical Requirement: *[insert: abbreviated description of Requirement]*	*[specify: Mandatory or Preferred]*
Bidder's technical reasons supporting compliance:		
Bidder's cross references to supporting information in Technical Bid:		

H. ATTACHMENTS

The following documents are considered relevant to the solution and try to give a better view of the legal and technical background of the solution required.

Attachment 1. List of Public Services to be provided by IFO

Attachment 2. Overall Legal Context of the ADISA operations

Attachment 3. ADISA Organisation

Attachment 4. Institutions List

Attachment 5. Department Integration System

Attachment 6: Payment Gateway Structure

Attachment 7: Post-qualification requirements for proposed software

Attachment 1: List of Public Services to be provided by IFO

(Subject to Changes)

No	Service Code	Institution - Acronym	Name of service	Level in e-Albania Portal
1	AL031006	ZRPP	Issuing copies of cadastral map fragment	4
2	AL031007	ZRPP	Issuing ownership certificates	3
3	AL031008	ZRPP	Issue copies of property files	4
4	AL031009	ZRPP	Issue of attestation of ownership	4
5	AL031010	ZRPP	Issuing attestations (negative / positive)	4
6	AL031011	ZRPP	Certified copies of the legal and technical documents, which are based on the register of immovable property / page	4
7	AL031012	ZRPP	Official information on properties for individuals and institutions	4
8	AL031013	ZRPP	Issue a new certificate of a lost or damaged certificate previously obtained (not including the legal deadline of 15 days of the publication / posting)	3
9	AL031014	ZRPP	Providing coordinative information for any immovable property.	4
10	AL031015	ZRPP	Consultation of the Property File	4
11	AL031016	ZRPP	On-line verification of the legal status of ownership in the electronic register of immovable property	4
12	AL033001	ZRPP	Request for registration of the merger, separation or division of the immovable property	4
13	AL033002	ZRPP	Correction of errors in the file	4
14	AL033003	ZRPP	Registration of legalized objects	4
15	AL033004	ZRPP	Registration of transfer of property by law, by court or an administrative act.	4
16	AL033005	ZRPP	Final Registration of new construction	4
17	AL033006	ZRPP	Defining accurate property boundaries	4
18	AL033007	ZRPP	Registration of construction permit	4
19	AL033008	ZRPP	Registration of notary acts between property developers and land owners or third parties.	4
20	AL033009	ZRPP	Registration of the act for the property transfer by a bailiff	4

21	AL033010	ZRPP	Registration of agreements and documents relating to immovable property boundaries	4
22	AL033011	ZRPP	Registration of acts which create a society or another entity , which owns immovable properties or has other real rights.	4
23	AL033012	ZRPP	Temporary Registration of the building's frame structure	4
24	AL033013	ZRPP	Property Boundary Changes	4
25	AL033014	ZRPP	Registration of the Joint Ownership Act for objects of compulsory co ownership	4
26	AL033015	ZRPP	Registration of immovable property acquired by adverse possession	4
27	AL034001	ZRPP	The registration of the mortgage contract to guarantee the loans by banks or other credit providing institution, for loans amounting to 1,000,000 ALL to 10,000.000 ALL as well as copy of the file within this deadline .	4
28	AL034002	ZRPP	Registration or erasure of other mortgage contracts as well as realese of copy of property file	4
29	AL034003	ZRPP	The registration of the mortgage contract to guarantee loans by banks or other credit providing institutions, for loans amounting to 1,000,000 lek as well as issue a copy of the file within this deadline	4
30	AL034004	ZRPP	Registration or removal of legal mortgage	4
31	AL034005	ZRPP	The registration of the mortgage contract to guarantee loans by banks or other credit providing institution, for loans amounting to over 10.000,000 ALL as well as copy of the file within this deadline .	4
32	AL034006	ZRPP	Registration / change / Servitude termination	4
33	AL034007	ZRPP	Registration of Power of attorney	4
34	AL034008	ZRPP	Registration of the sales contract , exchange change and donation contract with reserve / condition for the immovable property	4
35	AL034009	ZRPP	Registration of the lease or sublease	4
36	AL034010	ZRPP	Registration of Indictment request	4
37	AL034011	ZRPP	Registration of judicial decision to ensure indictment security measure	4
38	AL034012	ZRPP	Registration of a notary act for suspension of registration actions	4
39	AL034013	ZRPP	Registration of pre- emption right	4
40	AL034014	ZRPP	Registration of "titles in use"	4
41	AL035001	ZRPP	Registration of sales contracts	4

42	AL035002	ZRPP	Registration of inheritance	4
43	AL035003	ZRPP	Registration of the Exchange Contract .	4
44	AL035004	ZRPP	Registration donation contract	4
45	AL035005	ZRPP	Registration of the renouncing ownership statement	4
46	AL035006	ZRPP	Correction of errors in the cadastral map	4
47	AL035007	ZRPP	Correction of errors in the ownership certificate of the immovable property	3
48	AL036003	ZRPP	Initial registration of the immovable property without a layout plan and verification from IPRO.	4
49	AL036004	ZRPP	Transition from mortgage registers to the registration system of immovable property before or after the initial registration.	4
50	AL036005	ZRPP	Initial registration of immovable property with the layout plan and the verification from IPRO	4
51	AL036006	ZRPP	Specific initial registration of immovable properties in rural areas (not including the legal deadline of 45 days).	4
52	AL084066	ISSH	Recommissioning to the Regional KMCAP	4
53	AL084067	ISSH	Appeal to the Superior Commission of Work Capacities Assignment	3
54	AL112025	ISSH	Maternity income for the self-employed	3
55	AL112030	ISSH	Old age pension	4
56	AL112031	ISSH	Disability pension	4
57	AL112032	ISSH	Family pension	4
58	AL112033	ISSH	End of pension and death payout	3
59	AL112034	ISSH	Pension review	3
60	AL112035	ISSH	Pension Transfer	3
61	AL112036	ISSH	Application for attestation of pension amount	4
62	AL112042	ISSH	Attestation for the contributions payment as natural person	1
63	AL112043	ISSH	Attestation for period of work in Agricultural Cooperatives	1
64	AL112044	ISSH	Attestation for period of work in Public Institution before 01.01.1994	1
65	AL112045	ISSH	Salary attestation for periods before 01.01.1994	1
66	AL112046	ISSH	Certificate of contributions paid as hired after 01.01.1994	3

67	AL112047	ISSH	Pension card equipment	3
68	AL112048	ISSH	Agreement for the voluntary contributions	3
69	AL112049	ISSH	Contributions card equipment for the self-employed in city, agriculture and voluntary insured	3
70	AL112050	ISSH	Contributions payment for the self-employed in agriculture	3
71	AL112051	ISSH	Attestation for the voluntary contribution	4
72	AL112052	ISSH	Attestation for the contributions as self-employed in agriculture	4
73	AL112053	ISSH	Appeal to the Central Complaints	3
74	AL112054	ISSH	Appeal to the Regional Commission of Complaints	3
75	AL112055	ISSH	Maternity remuneration for the self-employed	3
76	AL112056	ISSH	Maternity remuneration for the employed	3
77	AL112057	ISSH	Compensation of income for sickness when changing workplace	1
78	AL112058	ISSH	Maternity income for the employees	3
79	AL112059	ISSH	Compensation of income for maternity when changing workplace	1
80	AL112060	ISSH	Incomes for sickness for employed persons	1
81	AL112061	ISSH	Incomes for temporary disability of occupational accident and occupational diseases	1
82	AL112062	ISSH	Additional medical care for rehabilitation in case of accidents occupational and occupational diseases	1
83	AL112063	ISSH	Electricity compensation	1
84	AL112064	ISSH	Compensation for dependents	1
85	AL112065	ISSH	Closure supplementary pension or special treatment	1
86	AL112066	ISSH	Payment for funeral expenses	1
87	AL112067	ISSH	Partial disability pension	1
88	AL112068	ISSH	Reduced disability pension	1
89	AL112069	ISSH	Incomes for permanent disability of occupational accident and occupational diseases	1
90	AL112070	ISSH	Incomes for permanent partial disability of occupational accident and occupational diseases	1

91	AL112071	ISSH	Incomes for permanent disability in some small measure from the accident and occupational diseases	1
92	AL112072	ISSH	Additional Incomes for dependent children	1
93	AL112073	ISSH	Additional Incomes for care	1
94	AL112074	ISSH	Supplementary disability pension/ law no. 10142, dated 15.03.2009, amended	1
95	AL112075	ISSH	Supplementary disability pension law no.8097, dated. 21.03.1996	1
96	AL112076	ISSH	Supplementary disability pension due to duty / law no. 10142, dated 15.03.2009, amended	1
97	AL112077	ISSH	Reduced old age pension	1
98	AL112078	ISSH	Old age pension as a coalminer / law no. 140/2014 dated 11.06.2014	1
99	AL112079	ISSH	Additional pension for postponement of date of retirement	1
100	AL112080	ISSH	Supplementary old age pension/ law no. 10139 dated 15.05.2009	3
101	AL112081	ISSH	Supplementary old age pension/ Law no. 10142 dated 15.03.2009, amended	1
102	AL112082	ISSH	Supplementary state pension / no. 8097, dated. 21.03.1996	1
103	AL112083	ISSH	Replication the family pension	1
104	AL112084	ISSH	Supplementary family pension / law no. 10142, dated 15.03.2009, amended	1
105	AL112085	ISSH	Supplementary family pension aw no. 8097, dated. 21.03.1996	1
106	AL112086	ISSH	Supplementary family pension due to duty / law no. 10142, dated 15.03.2009, amended	1
107	AL112087	ISSH	Repetition for supplementary family pension	1
108	AL112088	ISSH	Review of supplementary pension or special treatment	3
109	AL112089	ISSH	Transfer of supplementary pension or special treatment	3
110	AL112090	ISSH	Transitional payment/law no. 8097, dated. 21.03.1996	1
111	AL112091	ISSH	Early pension for the seniority service/law no. 10142, dated 15.03.2009, amended	1
112	AL112092	ISSH	Review of the early pension for seniority service/law no. 10142 dated 15/03/2009	1
113	AL112093	ISSH	Financial reward for the families of martyrs according to law no. 8607, dated 27.04.2000	1
114	AL112094	ISSH	Financial special treatment on old age pension for pilots from the law no. 9128, dated 29.07.2003	1
115	AL112095	ISSH	Financial special treatment on old age pensions for employees of submarines from the law no. 9361, dated 24.03.2005	3

116	AL112096	ISSH	Financial special treatment for the coalminer from the law no. 8685, dated 09.11.2000 (reevaluations)	1
117	AL112097	ISSH	Special treatment for employees of the military enterprises from the law no. 9179, dated 29.01.2004 (reevaluations)	1
118	AL112098	ISSH	Social pension	1
119	AL083019	FSDKSH	Issuing of health booklet	4
120	AL011066	QKB	License for a Driver's Education to offer the driving license	3
121	AL011067	QKB	Licence for veterinary clinics.	3
122	AL011068	QKB	License for pharmaceutical agency	3
123	AL011073	QKB	Business name reservation	1
124	AL011074	QKB	The initial registration of natural person	3
125	AL011077	QKB	License for Wholesale trade of pharmaceuticals for humans	3
126	AL011078	QKB	License for "Wholesale trade of pharmaceuticals for animals"	3
127	AL011079	QKB	License for Hospital Services	3
128	AL011080	QKB	License for Manufacturing pharmaceuticals (for humans)	1
129	AL011081	QKB	License for Manufacturing pharmaceuticals (for animals)	3
130	AL011082	QKB	License for pharmacy	3
131	AL011083	QKB	Application for initial registration of savings and loan associations	1
132	AL011084	QKB	Application for initial registration of mutual cooperation societies	1
133	AL011085	QKB	Application for initial registration of agricultural co-operation companies	1
134	AL011086	QKB	Application for initial registration of branches or representative offices of foreign companies	3
135	AL011087	QKB	Application for initial registration of collective companies, commands, limited liability and simple	3
136	AL011088	QKB	Application for initial registration of joint stock companies	3
137	AL011090	QKB	Application for withdrawal of copy of documentation	1
138	AL014026	QKB	License to excercise the activity of service station for the life insuring equipments on sea	3

139	AL014028	QKB	License for services of people, objects and activities protection	3
140	AL015012	QKB	Application for the transformation of society into reciprocal cooperation in agricultural cooperation society	1
141	AL015013	QKB	Change of title	1
142	AL015014	QKB	Voluntary revocation	1
143	AL016002	QKB	Licence for emergency intervention services	3
144	AL016003	QKB	Licence for security services, transportation and escort of monetary values and precious items	3
145	AL016005	QKB	License for expertise services in the civil protection area	3
146	AL017020	QKB	License to excercise piloting	3
147	AL017024	QKB	License to excercise the activity of vessels surveillance	3
148	AL018012	QKB	Reprinting title	1
149	AL018013	QKB	Extension	1
150	AL022016	QKB	Licence for manufacturing, processing and wholesale distribution of food	3
151	AL022017	QKB	Licence for Wholesale trade of food of animal origin (for human consumption).	3
152	AL022018	QKB	Licence for Wholesale Trade of livestock	3
153	AL023057	QKB	Licence for the Cultivation of aquatic animals in aquaculture farms.	3
154	AL023058	QKB	Animal Breeding Licence for livestock in large agricultural farms	3
155	AL024041	QKB	License for Retail of plants protection products	3
156	AL024042	QKB	License for Wholesale of plants protection products	3
157	AL035008	QKB	Transfer mining permits	1
158	AL037016	QKB	Appeal	1
159	AL039002	QKB	Licence for Bailiff services	3
160	AL041001	QKB	License for Wholesale of gas and diesel	3
161	AL041003	QKB	License for Wholesale of biocarburant	3
162	AL041006	QKB	License for Wholesale of plane's fuel	3
163	AL041050	QKB	License for Wholesale of lubricant oil	3

164	AL041088	QKB	Licence for the expertise and / or professional services related to hydrocarbon resources	3
165	AL042030	QKB	Mining exploitation permit	3
166	AL042031	QKB	Licence for the expertise and / or professional services related to mineral resources	3
167	AL043020	QKB	Licence for research and exploration (mining)	3
168	AL043021	QKB	Licence for research -exploration -exploitation (mining)	3
169	AL043022	QKB	Licence for activities associated with substances and hazardous chemical preparations	3
170	AL043023	QKB	License for the industrial elaboration of tobbacco	3
171	AL043024	QKB	License for the production and/or trade of race material	3
172	AL043025	QKB	License for the production and/or trade of seeds and seedlings	3
173	AL043026	QKB	License for primary production	3
174	AL043027	QKB	License for wholesale production, elaboration and distribution of food for animals not used as food	3
175	AL043028	QKB	License for wholesale production, elaboration and distribution of food for animals used as food	3
176	AL043029	QKB	License for the production of Plant Protection Products	3
177	AL043030	QKB	License for the production of tobbacco products	3
178	AL043031	QKB	License for expertise and/or professional services related to energy resources	3
179	AL043032	QKB	License for professional water driller	3
180	AL071013	QKB	Type A Environmental Permit	3
181	AL071014	QKB	Type B Environmental Permit	3
182	AL071015	QKB	Type C Environmental Permit	3
183	AL071016	QKB	Licence for expertise activities related to the impact on the environment	3
184	AL071017	QKB	Licence for Other professional activities related to the impact on the environment	3
185	AL071018	QKB	Licence for artificial insemination (artificial insemination stations / inseminators)	3
186	AL071019	QKB	Licence for natural controlled copulation (natural copulation stations).	3
187	AL071020	QKB	License for the import of the residues with a recycling, processing and/or using purpose; or import ozone depletion substances	1

188	AL071021	QKB	License to excercise the activity of removing solid and oil remains in the seaports of Vlora, Shengjin, Saranda and their respective roadsteads	3
189	AL071022	QKB	License to excercise the activity of removing solid and oil remains in the seaports of Durres and its respective roadstead	3
190	AL073016	QKB	Licence for the expertise and / or professional services related to forests and / or pastures	3
191	AL075001	QKB	Licence for professional fishing in the sea	3
192	AL081023	QKB	License for medical cabinet	3
193	AL083021	QKB	License for activities of the public health areas that are not licensed according to another category	3
194	AL083022	QKB	License for veterinary pharmacy	3
195	AL083023	QKB	License for a medical centre	3
196	AL083024	QKB	License for hygiene-health expertise services	3
197	AL083025	QKB	License for laboratory services-Genetics Laboratory	3
198	AL083026	QKB	License for laboratory services-Clinical-Biochemical Laboratory	3
199	AL083027	QKB	License for laboratory services-Microbiological Laboratory	3
200	AL083028	QKB	License for laboratory services-Optical Laboratory	3
201	AL083029	QKB	License for intervention hygiene-sanitary services	3
202	AL083030	QKB	License for other health curative services	3
203	AL085008	QKB	License for dental cabinet	3
204	AL085009	QKB	License for dental clinic	3
205	AL085010	QKB	License for laboratory services-Dental Laboratory	3
206	AL091073	QKB	Licence for the exercise of the omerxhim activity	1
207	AL091074	QKB	Licence for the excersie of the activity of fuel supply, for consumption, to the ships in the ports and berths	1
208	AL091075	QKB	Licence "Agencies that handle the practices of the circulation of the road motor vehicles and/or trailers"	1
209	AL091076	QKB	Licence "Purchase, sale of motor vehicles and trailers"	1
210	AL091077	QKB	Licence "Collection , storage , destruction of vehicles or their spare parts, that are out of use or abandoned"	1

211	AL091078	QKB	Licence "Repair and maintenance of tires of the road motor vehicles and trailers"	1
212	AL091079	QKB	Licence "Repair and maintenance of electric plant of the road motor vehicles and trailers"	1
213	AL091080	QKB	Licence "Repair and maintenance of bodywork of the road motor vehicles and trailers"	1
214	AL091081	QKB	Licence "Repair and maintenance of mechanical parts and engine of the road motor vehicles and trailers"	1
215	AL091082	QKB	Licence "Sale-purchase of road motor vehicles and/or new or used trailers"	1
216	AL091083	QKB	Licence "Trading of spare parts of the road motor vehicles and/or trailers, authorized by the manufacturer"	1
217	AL091084	QKB	Licence "Trading of spare parts of the road motor vehicles and/or trailers"	1
218	AL094002	QKB	Licence for international road transport of passengers	3
219	AL094003	QKB	Licence for international road transport of goods for third parties and for rent	3
220	AL094004	QKB	Licence for International Maritime Transport of goods and people	3
221	AL101019	QKB	Application for filing of annual financial statements and audit reports	4
222	AL101020	QKB	Application for the notification of the Partition Project (division in favor of existing companies) Phase 1	1
223	AL101021	QKB	Application for division notification (division in favor of newly established companies) Phase 1	1
224	AL101022	QKB	Application for the announcement of the union union with the absorption of the creation of a new society	1
225	AL101023	QKB	Application for notification of a merger project by absorption from an existing company (simple merger)	1
226	AL101024	QKB	Notice of temporary vacation of activity	1
227	AL101025	QKB	Fulfilling the historical extract	4
228	AL101026	QKB	Natural person deregistration	1
229	AL101027	QKB	Legal person deregistration	1
230	AL101028	QKB	Application for initiation of liquidation procedure for collective, limited, limited liability and simple liability companies	1
231	AL101029	QKB	Application for opening a liquidation procedure for savings and loan associations	1

232	AL101030	QKB	Application for the opening of the liquidation procedure agricultural cooperative society	1
233	AL101031	QKB	Application for opening a liquidation procedure for joint stock companies (sh.a)	1
234	AL101032	QKB	Application for opening a liquidation procedure for mutual cooperation societies	1
235	AL101033	QKB	Application for the opening of liquidation procedure of branches or representative offices of foreign companies	1
236	AL101034	QKB	Application for the adoption of the union with absorption with the creation of a new society	1
237	AL101035	QKB	Application for the approval of the merger by absorption from an existing company (simple merger)	1
238	AL101036	QKB	Application for the approval of the division (division in favor of newly established companies) phase 2	1
239	AL101037	QKB	Application for approval of division (division in favor of existing companies) phase 2	1
240	AL101038	QKB	Application for call of shareholders / partners for approval of conversion (announcement 1)	1
241	AL101039	QKB	Application for call-to-shareholders for approval of conversion (announcement 2)	1
242	AL101040	QKB	Application for Acceptance of Conversion	1
243	AL101041	QKB	Activation activation request	1
244	AL101042	QKB	Derecognition certificate	4
245	AL105006	QKB	Application for changes to registration data for joint stock companies	1
246	AL105009	QKB	Extract of trade register for entity data for branch offices or representative offices of foreign companies	4
247	AL105010	QKB	Historical extract of commercial register for entity data for branches or representative offices of foreign companies	4
248	AL105020	QKB	Application for changes in registration data for mutual cooperation societies	1
249	AL105021	QKB	Application for change in registration data for	3

			collective, limited, limited liability and simple companies	
250	AL105022	QKB	**Application for changes to the physical person's registration data**	1
251	AL105023	QKB	**Application for changes in registration data for agricultural co-operation companies**	1
252	AL105024	QKB	**Application for changes in credit card registration data**	1
253	AL105025	QKB	**Application for changes to the registration data of branches or representative offices of foreign companies**	1
254	AL105026	QKB	**Historical extract of commercial register for subject data natural person**	4
255	AL105027	QKB	**Extract the commercial register for the entity's data physical person**	4
256	AL105028	QKB	**Historical extract of commercial register for simple entity entity data**	4
257	AL105029	QKB	**Extract the trade registry for the entity's simple business data**	4
258	AL105030	QKB	**Historical extract of commercial register for collective entity entity data**	4
259	AL105031	QKB	**Extract the trade register for the data of the entity collective entity**	4
260	AL105032	QKB	**Extract of trade register for data of subject "limited partnership"**	4
261	AL105033	QKB	**Historical extract of the commercial register for the subject data limited partnerships**	4
262	AL105034	QKB	**Historical extract of the trade register for the data of the joint stock company**	4
263	AL105035	QKB	**Extract the trade register for the data of the joint stock company**	4
264	AL105036	QKB	**Historical extract of the commercial register for the entity data of agricultural co-operation**	4
265	AL105037	QKB	**Extract the commercial register for the entity data of agricultural co-operation**	4
266	AL105038	QKB	**Historical extract of the trade register for the entity's data of mutual cooperation society**	4
267	AL105039	QKB	**Extract the trade register for the data of the subject company of mutual reciprocal cooperation**	4
268	AL105040	QKB	**Historical extract of the commercial register for the entity's data of savings credit**	4

269	AL105041	QKB	Extract the trade registry for the entity's data savings credit account	4
270	AL105042	QKB	Historical extract of commercial register for subject data limited liability company	4
271	AL105043	QKB	Extract the trade register for the subject data limited liability company	4
272	AL105044	QKB	Registration certificate	4
273	AL105045	QKB	Request for Correction of Errors	1
274	AL105046	QKB	Application for registration of decisions / acts of the court, bailiff office or other public authorities	3
275	AL111010	QKB	License for upper basic education	3
276	AL111011	QKB	License for lower basic education	3
277	AL111012	QKB	License for pre-primary education (kindergarten)	3
278	AL111013	QKB	License for special education	3
279	AL111014	QKB	License arts and socio-cultural secondary education	3
280	AL111015	QKB	License for professional secondary education	3
281	AL111016	QKB	License for secondary education (high-school)	3
282	AL111017	QKB	License for vocational education	3
283	AL111019	QKB	License for Driver's Education to supply a professional capacities attestation	3
284	AL112022	QKB	Licence for community care services	3
285	AL112023	QKB	Licence for residential care services	3
286	AL113035	QKB	Employment mediation Licence (Private Employment Agencies)	3
287	AL114005	QKB	Licence for pre-university secondary education	3
288	AL114006	QKB	Licence for vocational training	3
289		QKB	Licence for Travel Agency	
290		QKB	Licence for Tourist Operator	
291	AL012031	DPGJC	Family certificate	4
292	AL012032	DPGJC	Marriage certificate	3

293	AL012033	DPGJC	Death certificate	3
294	AL012034	DPGJC	Family separation	3
295	AL012035	DPGJC	Family reunification	3
296	AL012036	DPGJC	Act of birth registration	3
297	AL012037	DPGJC	Act of Death registration	3
298	AL012038	DPGJC	Act of marriage registration	3
299	AL012039	DPGJC	Personal Certificate	4
300	AL012040	DPGJC	Certificate from the death act	4
301	AL012041	DPGJC	Certificate from the marriage act	4
302	AL012042	DPGJC	Change of name and surname if they are inadequate	3
303	AL012043	DPGJC	Certificate from the birth act	4
304	AL012045	DPGJC	Declaration of marrige	1
305	AL012046	DPGJC	Correction of Name/Surname as material error	1
306	AL012047	DPGJC	Change of Residence	1
307	AL012048	DPGJC	Registration of foreign citizens	1
308	AL012049	DPGJC	Procedure of recognition of paternity	1
309	AL012050	DPGJC	Dissolution of marriage	1
310	AL012051	DPGJC	Certificate of family tree	1
311	AL015001	DPGJC	Application and supply with electronic ID card	3
312	AL015002	DPGJC	Application and supply with biometric passport by normal procedure	3
313	AL012044	DPT	Residence Permit	1
314	AL051011	DPT	Gambling Declaration Form	1
315	AL101010	DPT	Declaration of the Expenses and Sales Cashbook	1
316	AL101012	DPT	VAT Declaration Form	1
317	AL101013	DPT	Employees Number Change Form E-Sig 027	1
318	AL101014	DPT	Employees' payroll E-Sig 025	1

319	AL101015	DPT	Import Permit	1
320	AL101016	DPT	Attestation for the registered taxpayers for the circulation executed in the last 3 years	4
321	AL101017	DPT	Investment Registration Attestation	4
322	AL105017	DPT	Unregistered person attestation (per individual)	4
323	AL105018	DPT	Attestation for the real estate registration	1
324	AL105019	DPT	Application to change the registration data	1
325	AL106003	DPT	Attestation for double form	1
326	AL106005	DPT	Attestation for certification of transport vehicles	1
327	AL106006	DPT	Annual Form on Tax Profit	1
328	AL106007	DPT	Annual Form on Simplified Tax Profit	1
329	AL106008	DPT	Annual Declaration Form on Personal Income	4
330	AL106009	DPT	Attestation for fulfillment of tax obligations	4
331	AL106011	DPT	Reset password for registered taxpayers	1
332	AL106013	DPT	Application form for the certificate on avoiding double-taxation	1
333	AL106014	DPT	Declaration and payment of taxes in source	1
334	AL106015	DPT	Declaration and payment of mineral rent	1
335	AL106016	DPT	Declaration and payment of national taxes	1
336	AL106017	DPT	Declaration and payment of national tariffs	1
337	AL106018	DPT	Proof of tax liability	4
338	AL106019	DPT	Status verification (active-passive)	4
339	AL113036	DPT	Social Insurance payment Attestation (per individual)	4
340	AL113037	DPT	Attestation for the registered taxpayers for the number of employees and payments of the social insurance contributions	4
341	AL091068	DPSHTRR	Actual assessment of comfort conditions	1
342	AL091046	DPSHTRR	Technical Safety Check Certificate for motor vehicles, trailers and semitrailers CEMT	1
343	AL093002	DPSHTRR	ADR approval certificate for vehicles carrying some hazardous goods (documentation review)	1

344	AL091050	DPSHTRR	Certificate of Hazardous Goods Transport within the Country	1
345	AL091051	DPSHTRR	Certificate for International Carriage of Goods for Own Profit	1
346	AL091052	DPSHTRR	Certificate of International Carriage of Goods for Third part and Rent	1
347	AL091053	DPSHTRR	Certificate of International Carriage of Dangerous Goods	1
348	AL092020	DPSHTRR	Uninterrupted deregistration	3
349	AL092021	DPSHTRR	Temporary deregistration	3
350	AL092042	DPSHTRR	Export deregistration	1
351	AL092031	DPSHTRR	2-year Inspection of Analog Tachograph	1
352	AL092032	DPSHTRR	6-year Inspection of Analog Tachograph	1
353	AL092043	DPSHTRR	Periodic Inspection of Digital Tachograph	1
354	AL092034	DPSHTRR	Initial Calibration of Analog Tachograph	1
355	AL092033	DPSHTRR	Initial calibration of Digital Tachograph	1
356	AL093003	DPSHTRR	Different Confirmations for Vehicle / Certificate on Vehicle to Abroad	
357	AL091029	DPSHTRR	International driving licence	3
358	AL104029	DPSHTRR	Transport License with Outbound Standards	1
359	AL092044	DPSHTRR	Replacement of Generalities / Change of Residence	1
360	AL092025	DPSHTRR	Change of driving license, loss, theft.	3
361	AL092026	DPSHTRR	Ownership change	3
362	AL092051	DPSHTRR	Ownership change armor	1
363	AL092024	DPSHTRR	Replacement, loss, theft of number plate	3
364	AL093001	DPSHTRR	Constructive change	1
365	AL092045	DPSHTRR	Equipment with ATP certificate 1	1
366	AL092046	DPSHTRR	Equipment with ATP certificate 2	1
367	AL092023	DPSHTRR	Equipment with certificate of ownership loss / theft	3
368	AL092036	DPSHTRR	Devices with Digital Tachograph Card for Steering Tool	1
369	AL092037	DPSHTRR	Devices with Digital Tachograph Card for Group Controller	1

370	AL092038	DPSHTRR	Devices with Digital Tachograph Card for Nominal Controller	1
371	AL092039	DPSHTRR	Devices with Digital Tachograph Card for Oficina	1
372	AL092040	DPSHTRR	Devices with a Digital Tachograph Card for Friendship	1
373	AL092047	DPSHTRR	Equipment with taxi license plates	1
374	AL092018	DPSHTRR	Moped registration	3
375	AL092048	DPSHTRR	Recording a reel license plate	1
376	AL092019	DPSHTRR	Recording Tool / Armor / Motomotive / CD Plate for the Diplomatic Corps	3
377	AL092049	DPSHTRR	Renew license plate license	1
378	AL091030	DPSHTRR	Reissue ID number	3
379	AL092035	DPSHTRR	Proof plates	1
380	AL091035	DPSHTRR	Annual Vehicle Fees / Annual Fees of Luxury Vehicles	4
381	AL097001	DPSHTRR	Obtaining AM driving license	1
382	AL097002	DPSHTRR	Take the A1, A2, B1 or B driving license for the first time	1
383	AL092050	DPSHTRR	Obtaining a driving license for the additional category	1
384	AL091074	DPSHTRR	Retrieving the driving license after the total loss of points or removal of the driving license	1
385	AL097003	DPSHTRR	Removal of driving license after its cancellation	1
386	AL097004	DPSHTRR	Reassessment of the driving license	1
387	AL091048	DPSHTRR	Obtaining a special driving license	3
388	AL097005	DPSHTRR	Renewal of driving license for loss, theft or destruction of it / Equipment with temporary driving license	1
389	AL097006	DPSHTRR	Renewal of driving license for loss of its validity	1
390	AL091031	DPSHTRR	Renew the driving license for change of residence / file transfer	3
391	AL097007	DPSHTRR	Renewal of driving license for change of generalities	1
392	AL013023	DPSHTRR	The unification (conversion) of the driving license from a foreigner to Albanian	1
393	AL091034	DPSHTRR	Obtaining certification for driving license	4
394	AL091033	DPSHTRR	Obtaining international driving license	3

395	AL091049	DPSHTRR	Vehicle equipment with authorization to conduct the activity for preparing candidates for model driver DL.28	3
396	AL097008	DPSHTRR	Obtaining a permit for conducting the activity for preparing candidates for the driver	1
397	AL097009	DPSHTRR	Buy DAP heavy machinery for the first time	3
398	AL091044	DPSHTRR	Equipment with CAP	1
399	AL091045	DPSHTRR	Equipments with ADR Training Certificate for the first time	1
400	AL091054	DPSHTRR	Equipment with CKP for the first time	3
401	AL091062	DPSHTRR	Equipment with CKP Renewal	1
402	AL097010	DPSHTRR	Devices with DAP Professional Skill Proof for Auto Parts	1
403	AL091055	DPSHTRR	Devices with DAP Professional Skill Proof of Practical Instructor	3
404	AL091056	DPSHTRR	Devices with DAP Professional Skill Proof of Teaching Teacher	3
405	AL097011	DPSHTRR	Devices with DAP Professional Proof of Purchase Mediation	1
406	AL097012	DPSHTRR	Devices with DAP Proof of Professional Skills for Trading Shares	1
407	AL097013	DPSHTRR	Devices with DAPMJN Proof of Professional Ability for Outbound Tools Norms	1
408	AL097014	DPSHTRR	VAP Equipment Professional Qualification Certificate of the Agency's Head	1
409	AL097015	DPSHTRR	Renew DAP Serious Machines	1
410	AL091061	DPSHTRR	Renewal of ADR Training Certificate	1
411	AL097016	DPSHTRR	Renew DAPMJN Proof of Professional Ability for Outer Asset Norms	1
412	AL091064	DPSHTRR	Renewal for DAP Practice Instructor	3
413	AL091060	DPSHTRR	Renewal for DAP Teacher Theory	3
414	AL093004	DPSHTRR	CCP replacement	1
415	AL091047	DPSHTRR	Taxi Evidence	3
416	AL091085	DPSHTRR	Renewal Taxi Evidence	1
417	AL092030	DPSHTRR	Removal of registratiom device	1

Attachment 2: Overall Legal Context of the ADISA operations

2   According to law 13/2016, ADISA provides public services at FOs in the Centres for the Delivery of Integrated Services (One-stop-shop) and/or electronically through different communication channels. In addition, ADISA's FO may deliver the services of the local bodies (local governmental units) by means of an agreement as well as of the independent institutions and private organizations. Some of the main tasks of ADISA's FO are: to provide information regarding the public services, to accept applications, to address the applications and set of documents that accompanies the applications to the Responsible Institution and notification of the applicants about any administrative action carried out by the responsible (public) institutions.

3   The law 13/2016 is applicable to the services provided by the public administration institutions, independent and local government institutions. Beneficiaries of such services are the natural and legal persons, whether national or foreigners, which visit ADISA FO in order to be provided with specific services. According to the law, ADISA is organized in central level and regional branches. Actually, it has been planned the opening of the integrated centres in some cities of the Republic of Albania, such as in Kavaja, Fieri etc., and there are on focus the services of the institutions listed in here, as: ISSH, FSDKSH, ZRPP throughout the legal acts on drafting process in accordance and based on law 13/2016.

4   The services will be delivered according to the preset standard, as per the law and DCM No. 343, dated 4.5.2016 "On the definition of the responsible authority for the drafting of models". As such, ADISA will standardize the method of delivery of services by drafting models which include rules on the behaviour at the physical FOs, rules on the application, on the reception of responses and on the complaints, models of the visual appearance, standardization of the forms for the delivery of services, codification, classification of services etc.

5   Given that the law 13/2016 stipulates that the FO of the institutions will be administered by ADISA, the council of ministers approves the transfer of the FO and employees by a DCM (according to each institution). The entire application process shall be performed by ADISA at its FO-s and for the public services provided through ADISA, the applicants cannot address directly to the component of the public institution. In addition, the entire process, starting with the identification of the applicant is made at the ADISA's FO. ADISA provides information through the physical desk at the FO (info point) and other communication means such as website, call centre etc. The information service card of the services (approved models, relevant DCM is on process) provide the entire information on the necessary documents for the application for each service and are published in the abovementioned communication channels.

6   In relation to the scanning/transfer of the documents, no stipulation has been made in law 13/2016. As long as the legislation of the specific institutions stipulates that the applicant should submit original documents/ certified by a public notary for each application, it is not possible to proceed by submitting scanned documents to the responsible office. The amendments of laws are needed, in order to authorize the clerk desk to verify the authenticity of the original document and to transfer them to the responsible office, thus no original documents shall be needed.

7   After receiving the application for services ADISA FO addresses them to the back office of the Institution and in case of a negative answer/incomplete application from the latter one, ADISA requires the citizen to return to the Front Office to make the corrections/submit extra required

documents. Also, ADISA will provide the online tracking of the application, as well the verbal information at the Info-Point, or the outbound calls (Call Center) as part of the future projects, yet not legally regulated.

8   The response for each application is sent directly from the Back Office to the applicant, after the Institution issues the official document, which includes the following elements: the Institution logo, the signature of the Institution's representative and the official seal. Regarding the completion of the service delivery, ADISA is entitled to receive complaints from the citizens/applicants and forward them to the Institution (owner of the service) according the mechanism implementing the article 44 of law, within a term of 5 days. The answer of the Institution towards the citizen is forwarded by ADISA.

9   In relation to the payment, based on law the parties may agree on the division of the service fee (which is currently specified for each institution), by virtue of a DCM. There won't be an added fee, but only a division of the current one. A DCM about the above-mentioned regulations is drafted and sent for opinion to the relevant ministries.

The section above was compiled referring to the Law 13/2016, approved DCMs on its implementation and other legal acts which regulate the activity of SII, CIFHC and mainly IPRO, as well as acts in draft processing.

Attachment 3: ADISA Organization

Existing Organigram
The structure (organization chart) of ADISA (Agency for the Delivery of Integrated Services Albania) is recently approved by the Council of Ministers according to Law 13/2016. The structure is organized as follow:

The Executive Director organizes and leads the activities of ADISA and he is assisted by a secretary. There are 2 divisions under the direct supervision of the Executive Director, such as **Audit Division** and **Marketing and Communication Division**.
The last one will promote the activities and the mission of the Agency, which is an important role considering that ADISA is a new agency.
The Audit Division is regulated based on the specific laws and the activity of it consists in supervising the activities of the other departments/divisions based on rules of law and gives recommendation in order to improve them. The roles as follow:

- *Top management reporting:* such a role is required for management purposes. The key decision will be based on the Information and reports generated by ADISA platform.
- *Audit:* how the internal procedure are followed. Also the audit of the other institutions when it comes to the service delivery.

ADISA is organized in 5 departments and one of them is the **Development and Monitoring of Standards Department.** It is responsible to enhance the standards in the delivery of public services, in order to offer them according to the best international models, to measure the performance of public services delivery, by considering even the opinion of the citizens, to manage the complaint system and the call-center. Some of the main roles:

- *FO performance monitoring*
- *BO Institutional performance monitoring*

The **Internal Administration Department** is composed by 4 sectors, which are responsible for the performance of activities in the fields of legal affairs, human resources, training and supporting services and premises. Some of the main roles:

- *Human resource:* Maintains human resource staff job results by counseling and disciplining employees; planning, monitoring, and appraising job results.

The activity of the **Development Services Department** consist in planning and studding the public services offered by different institutions of Albanian Public Administration on ADISA's focus. It is composed by 3 sectors and their activities consist in the reengineering process of the services (Division of reengineering and institutional relations), in the collection of information regarding the services (DATABASE), saving and updating information regarding public services (Division of IT) and collecting and reporting on the activities of ADISA to the relevant governmental bodies (Division of Reporting and Statistics). Some of the main roles:

- *Public service catalog Clerk:* adds or modify the public service records and its related data. Users are of ADISA or public institution

Public service Supervisor: approve the changes in the public service records
Public Service Codification Staff: the main function of the Public Service Codification Staff is to analyze and provide the unique service code.

- *Public Service standard Application form Staff: create and modify t*he standardized application form of a specific service. The users are of ADISA and respective institutions.
- *Service Performance monitoring Staff:* Analyze and monitor the service delivery performance in all stages.

- *IT System admins-* will be the person responsible for managing a multi-user system environment. This includes the following tasks: User administration, maintaining the system, monitor system performance, responsible for controlling if the system is communicating properly with other integrated systems, reviewing system and application logs, and verifying completion of scheduled jobs such as backups.

The **Finance and Revenue Administration Department** is responsible for the agreements and financial projects with donors and international institutions, the realization of the budget and planned activities, the generation and administration of the revenues of ADISA, as well as the realization of procurement procedures. These tasks are performed by the following divisions: Finance and revenue administration, management of projects and procurement. Some of the main roles:
- *Finance clerk:* Besides other administrative tasks, add the tariffs of the service and confirm the payment according to the payment confirmation documents presented by banks and applicants.
- *Finance manager:* monitor and analyze the financial reports, analyze the financial incomes, reconcile the data between ADSA platform and the Accounting system.
- *Service's tariff manager:* Approved the tariffs of the services added by the finance clerk consolidate and validate the financial reports.

The **Regional Structures Department** will be focused on the management of the front offices of public administrations institutions which will be administered by ADISA, including the FO of ZRPP Tirana, the One Stop Shop-s of Fier and Kavaja etc, as well as the upcoming administered FO-s. Some of the main roles:
- *Information desk (read access only):* Informs the citizens about the public services, such as list of necessary documents, delivery time etc.; informs the applicants about the application status, assists the citizens to select the queues ticket for the required service. Provide information about the reasons of non-accepting the application and/or additional documents, the applicant should additionally submit. The information operators are situated at the service windows and the call center.
- *Front office clerk:* verifies the required documents for each application (in specific cases he verifies the payment by receiving the stamps), scans them, filling the form for each application by using the system, submits the application and prints the confirmation form for the acceptance of the application.
- *Scanner:* After the application is submitted on desk and the confirmation form is printed, he scans the set of documents that should be attached to the application*.*
- *Protocol*: Registers the details/data of documents/letters received from other institutions.
- *FO Supervisor:* coordinates and supervises the work of the FO clerks. Organize the work in FO according to the application flow/ required services, in order to minimize the queue. He approves the applications accepted by each FO Clerk. He is the person of contact for the FO and coordinates the collaboration FO - BO. Submits the applications accepted each day to the protocol of BO. Confirms the payments (fee for the application).
- *FO Regional supervisor:* This role includes the same duties as FO Supervisor. The difference between them consists in the FO that is administered by him (in this case it is a regional office that includes services offered from more than one institution).
- *Service Delivery Clerk:* pick up and deliver documents, files etc. related to the applications accepted in FO. He picks up them from the FO supervisor/ FO Regional Supervisor and delivers them to the protocol/responsible person of BO, in case the FO and BO are in a considerable physical distance.

The following organization chart presents the full structure of ADISA.
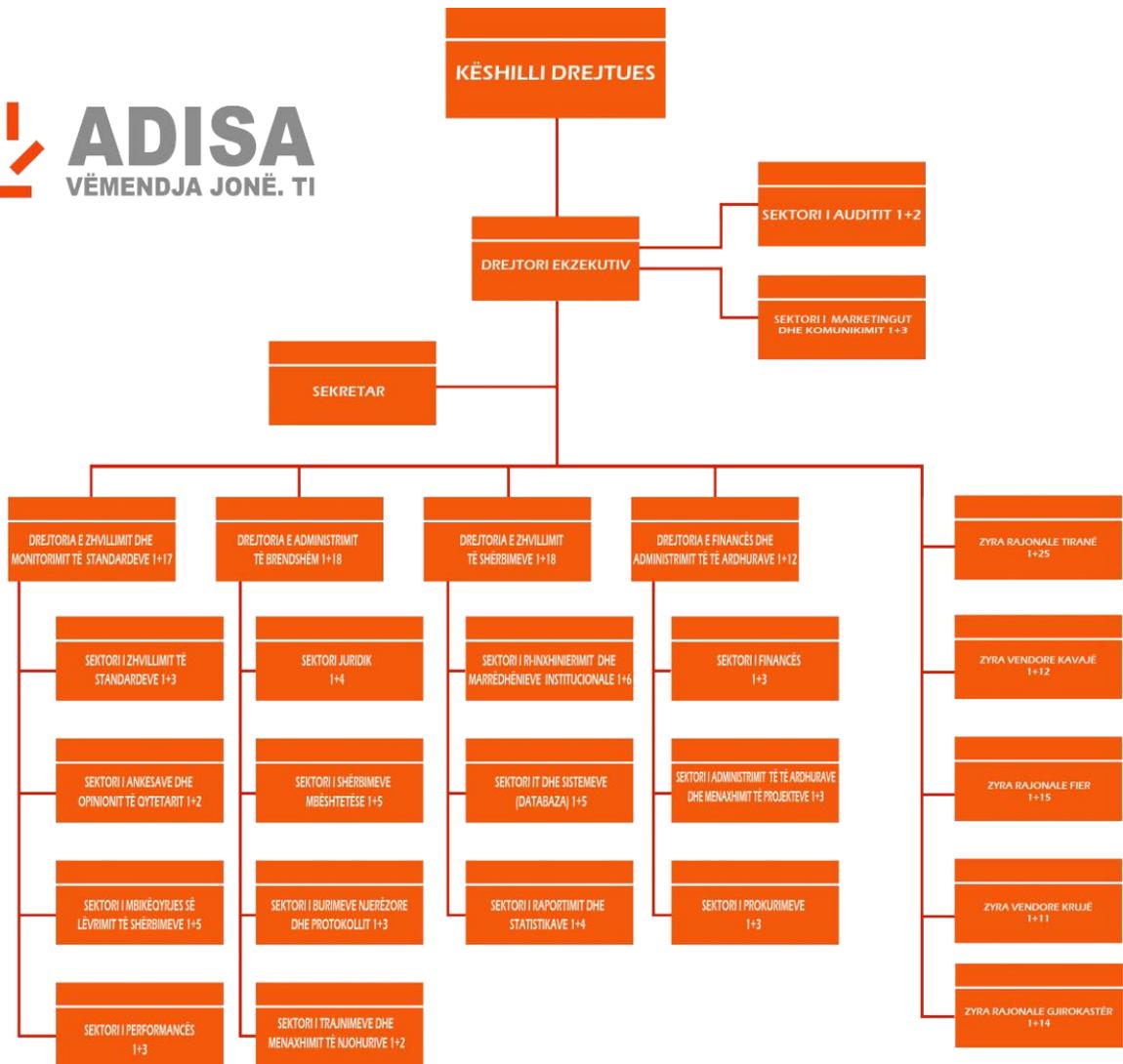
Figure 20. ADISA Organigram

Foreseen Organigram of ADISA

ADISA Main office and regional office configuration
The table below presents the size of the offices and the regional branches of ADISA.

Location	Current FO FTE	Future FO Service windows
1 Public Service Mall Tirana	*158*	*210*
4 County OSS	*140*	*157*
▶ Durres	44	57
▶ Vlora	28	38
▶ Korca	34	29
▶ Shkodra	35	33
56 Municipalities	*405*	*464*
11 Municipal ADISA OSS		*251*
45 Presence in Municipal		*213*

Location	Current FO FTE	Future FO Service windows
OSS		
312 Admin. Units	*234*	*0*
Total	*936*	*831*

Table 3. Current and Future Integrated Front Offices

N.	Location	Strategy	Future Service windows
1	Tirane	Public Service Mall	210
2	Durres	ADISA OSS	57
3	Vlore	ADISA OSS	38
4	Korce	ADISA OSS	29
5	Shkoder	ADISA OSS	33
6	Fier	Municipal ADISA OSS	50
7	Elbasan	Municipal ADISA OSS	43
8	Berat	Municipal ADISA OSS	29
9	Lezhe	Municipal ADISA OSS	23
10	Kamez	Municipal ADISA OSS	20
11	Peshkopi	Municipal ADISA OSS	19
12	Gjirokaster	Municipal ADISA OSS	12
13	Lushnje	Municipal ADISA OSS	19
14	Sarande	Municipal ADISA OSS	11
15	Kavaje	Municipal ADISA OSS	13
16	Kruje	Municipal ADISA OSS	12
17	Kucove	Presence in Munc. OSS	*7*
18	Polican	Presence in Munc. OSS	*3*
19	Skrapar	Presence in Munc. OSS	*3*
20	Ura Vajgurore	Presence in Munc. OSS	*5*
21	Bulqize	Presence in Munc. OSS	*7*
22	Klos	Presence in Munc. OSS	*3*
23	Mat	Presence in Munc. OSS	*7*
24	Shijak	Presence in Munc. OSS	*5*
25	Belsh	Presence in Munc. OSS	*4*
26	Cerrik	Presence in Munc. OSS	*5*
27	Gramsh	Presence in Munc. OSS	*6*
28	Librazhd	Presence in Munc. OSS	*8*
29	Peqin	Presence in Munc. OSS	*5*
30	Prrenjas	Presence in Munc. OSS	*4*
31	Divjake	Presence in Munc. OSS	*6*
32	Mallakaster	Presence in Munc. OSS	*8*
33	Patos	Presence in Munc. OSS	*6*
34	Roskovec	Presence in Munc. OSS	*4*
35	Dropull	Presence in Munc. OSS	*1*
36	Kelcyre	Presence in Munc. OSS	*1*
37	Libohove	Presence in Munc. OSS	*1*

38	Memaliaj	Presence in Munc. OSS	*2*
39	Permet	Presence in Munc. OSS	*3*
40	Tepelene	Presence in Munc. OSS	*2*
41	Devoll	Presence in Munc. OSS	*6*
42	Kolonje	Presence in Munc. OSS	*2*
43	Maliq	Presence in Munc. OSS	*8*
44	Pogradec	Presence in Munc. OSS	*13*
45	Pustec	Presence in Munc. OSS	*1*
46	Has	Presence in Munc. OSS	*3*
47	Kukes	Presence in Munc. OSS	*12*
48	Tropoje	Presence in Munc. OSS	*5*
49	Kurbin	Presence in Munc. OSS	*14*
50	Mirdite	Presence in Munc. OSS	*5*
51	Fushe Arres	Presence in Munc. OSS	*2*
52	Malesi E Madhe	Presence in Munc. OSS	*9*
53	Puke	Presence in Munc. OSS	*3*
54	Vau I Dejes	Presence in Munc. OSS	*4*
55	Rrogozhine	Presence in Munc. OSS	*4*
56	Vore	Presence in Munc. OSS	*5*
57	Delvine	Presence in Munc. OSS	*2*
58	Himare	Presence in Munc. OSS	*3*
59	Konispol	Presence in Munc. OSS	*1*
60	Finiq	Presence in Munc. OSS	*2*
61	Selenice	Presence in Munc. OSS	*3*
	TOTAL		**831**

Table 4. Structure of offices across Albania

The following table presents the current yearly transactions according to the institutions and respective services. The institutions are foreseen in three groups. The first group G1, includes the institutions that will happen FO separation and ADISA will take over FO functions. The second group G2, includes the institutions that FO separation will happen in the future.

No	Acronym	Services	Transaction number	Provided to OSS
1	DPGJC	22	4,636,164	
2	FSDKSH	1	1,000,000	
3	DPSHTRR	77	435,137	First Phase
4	ZRPP	51	397,471	G1
5	QKB	171	353,751	
6	ISSH	67	158,358	
7	DPT	28	757,062	
8	DPBSH	2	160,480	
9	MAS+	11	88,525	Second Phase G2
10	DPP	4	50,830	
11	ALUIZNI	4	270,000	

12	AQTN	5	3,813	
13	DPD	18	1,160	
	Total	**476**	**8,312,751**	In the future
14	ATP	6		
15	DPPSH	34		
16	SHKP	14		
17	SHSSH	7		
18	Other Institution(s)	…		
Total		…		

Table 5: Transactions according to institutions and services

Attachment 4: Institutions list

The table below presents the institutions on the focus of ADISA and their respective number of services that will be delivered in the Integrated Front Offices.

No	Ministry	Name of the Institution	Institution Acronym	NO of Services
1	Ministry of the Interior	General Directorate of Civil Status	DPGJC	22
2	Ministry of Transport and Infrastructure	General Directorate of Road Transport Service	DPSHTRR	77
3	Ministry of Health	Compulsory Health Insurance Fund	FSDKSH	1
4	Ministry of Finance and Economy	Social Insurance Institute	ISSH	67
5	Ministry of Justice	Immovable Properties Registration Office	ZRPP	51
6	Ministry of Finance and Economy	National Business Centre (QKL & QKR)	QKB	171
7	Ministry of Finance and Economy	General Directory of Taxation	DPT	28
TOTAL				417

Table 6. List of Institutions on the focus and their respective number of services

Attachment 5: Department Integration System

1. **Introduction**

Government Gateway (GG) is the core architecture based on which it will be possible to integrate all internal governmental electronic systems. This architecture is based on a messaging mechanism called publish/subscribe. Through this architecture we can integrate and enable interoperability between diverse internal governmental electronic systems and expose their functionalities through main government portal e-Albania. This ESB architecture will be the heart of the interoperability layer which coordinates stores and monitors the states of all sorts of electronic messages that are exchanged between internal systems with each other and between main portal and internal systems.

In the figure below we have main building blocks of the architecture of the GG core
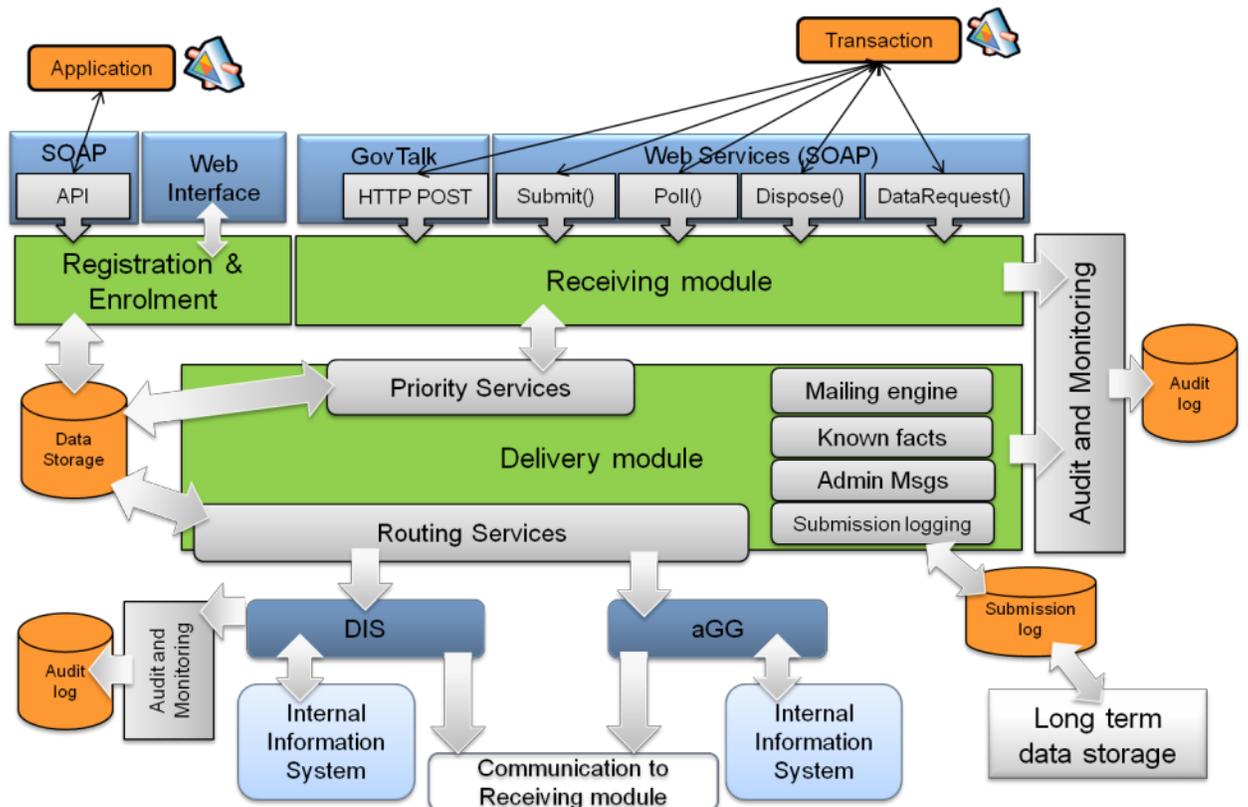
Figure 1. Government Gateway in modules

As we see from the figure GG will communicate with backend systems through remote adapters. There are two ways to implement remote adapters in Government Gateway solution:

- The first one is Department Integration Server (DIS)

- The second one is to develop an adapter for Government Gateway (aGG).

2.   Communication of systems with Government Gateway

2.1   Communication through Department Integration Server

Every internal government electronic information system needs to communicate with GG Core by an integration system. This system will permit the message's exchange between the GG Core and internal backend systems. One of the best solutions for this integration system is Department Integration Server (DIS).

DIS on one side will communicate with GG Core:

- ➢ it receives data from GG (*GovTalk Request*) - inbound
- ➢ it sends data to GG (*GovTalk Response)-* outbound

On the other side it will communicate with Agencies' back end system:

- ➢ it sends the data to back end system (*Integration messages*) - outbound
- ➢ it receives data from back end system (*Response*) – inbound

In case of the asynchronous communication between GG Core and DIS the reliable messaging is used and the messages (receipts – *Reliable Message*) and exchanged between BizTalk servers in GG Core and DIS.

Besides standard functionality of receiving, sending and storing data there are other possible roles of DIS to offer as:

- Decrypting Body elements
- Security checking
- Data transformations
- Respecting backend system communication protocol
- Audits messages

Every DIS is a specific client of Government Gateway. It wil be registered in Registration
and Enrollment module with userID and password or certificate. Then DIS:

- Has to be enrolled to the particular service
- Has to have rights for selected business transactions
- Has to have rights for selected

administration transactions Following figure shows the

described communication ways
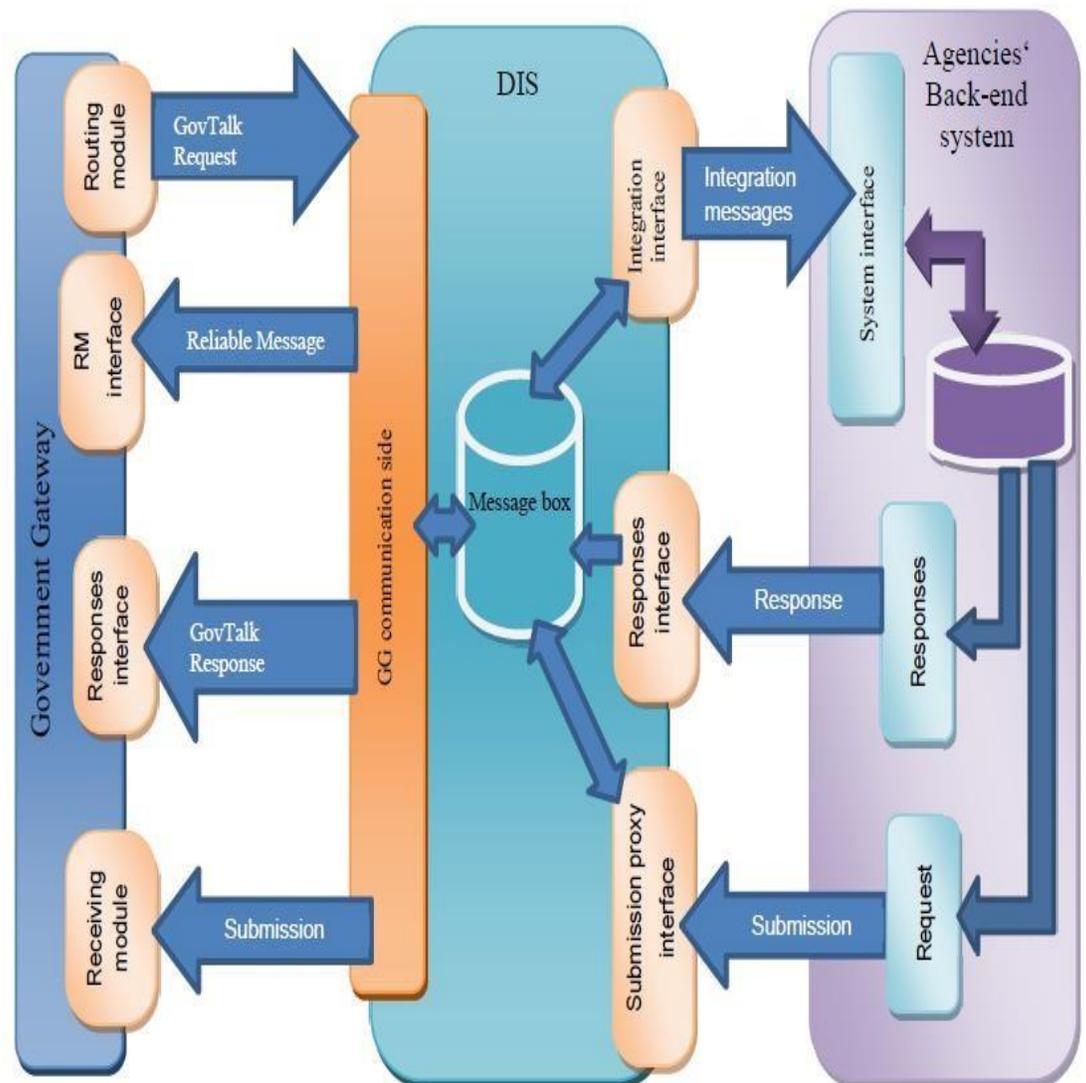
Figure 2. DIS overview

All messages going through Government Gateway are considered to be well   formed GovTalk message. DIS has to offer the possibility to get only the body element from GovTalk request message coming from GG. In the same way DIS has to insert back the response from backend system in a GovTalk response message. Following figure shows structure of GovTalk message.
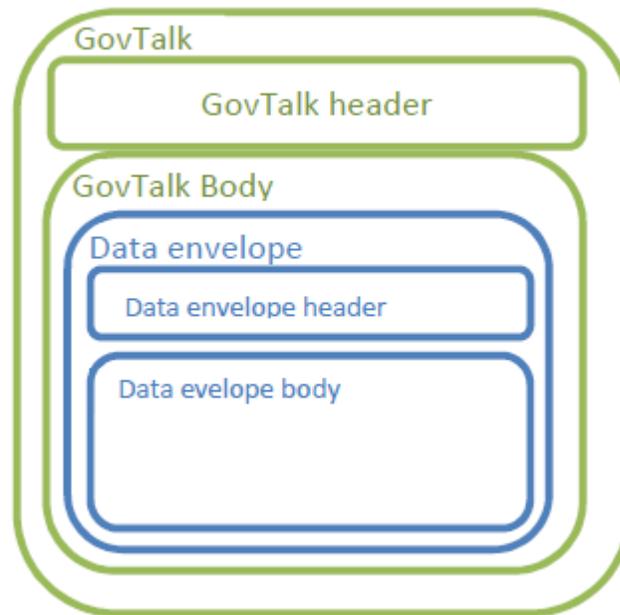
Figure 3 - GovTalk message structure

2.2   Communication through adapter for Government Gateway

In case the systems will not use their DIS to communicate to GG, they can communicate with GG through an adapter for Government Gateway (aGG). This adapter in fact will be:

- An internal DIS of GG (it is a BizTalk server of GG that can be used as GG DIS, in the same premises as GG), in case of backend system exposing data.
- A helper library, which will submit the request to the GG web service submission, in case of applications like e-Albania.

The back-end system will have to expose their data, through web services or giving direct access to their database. An Integration library will be developed and deployed in DIS of GG. This integration library in DIS of GG, except of supporting GovTalk protocol and accessing backend system data (through web service or direct access) will support important functionalities as:

- Decrypting, Encrypting Body elements
- Security checking
- Data transformations
- Audits messages

Any client application like e-Albania will submit requests to GG, using helper library, where they will enter user credentials (username, password or certificate) and the transaction name, according to which, GG understands to which backend system submit the data.

In this type of communication as in the first (using backend system DIS), will be supported GovTalk protocol. DIS of GG and helper library will be responsible to read or create GovTalk message.

2.3 Certificates in Government Gateway solution

Data exchange in e-Government projects require high level of security, prove of senders, and prove of receiving and so on. Therefore it's mandatory to implement set of certificates in the Government Gateway solution to achieve required level of security. It's important to note that not all certificates have to be implemented. The amount of certificates and complexity depends on different aspects (e.g. legislation, security of Government network).

There is clear from the previous text that it's mandatory to define processes for renewing certificates in the whole solution. Every area has specific rules and it is necessary define responsibilities for it. Next figure shows how and in which phases in submission different certificates play role.
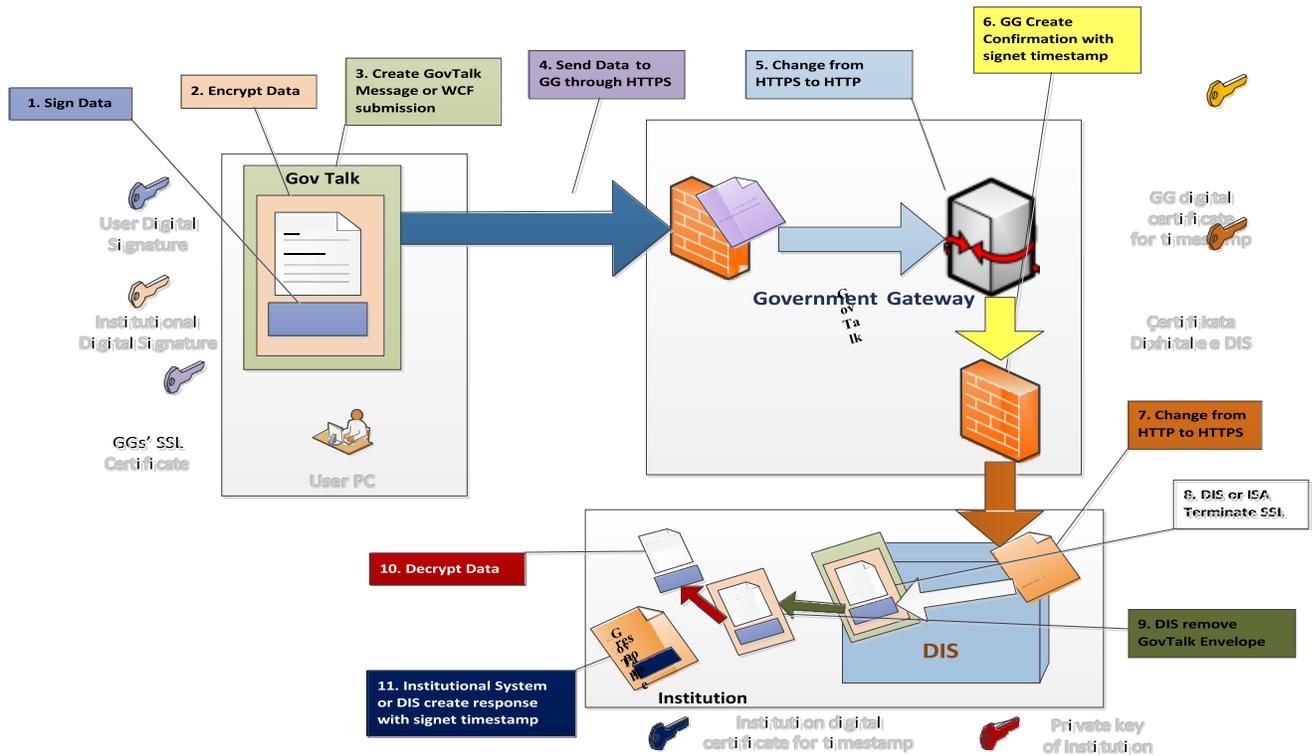
Figure 4. DIS – Data exchange process security

2.4 Audit Messages

One of the important functions that DIS has to offer is auditing messages that pass through it. When the message is flowing through DIS orchestration the major milestones (time, CorrelationID, and audit information) have to be written into an Audit database. This auditing provides administrators a powerful tool and helps them to do daily operations especially in cases when user has a problem with exact submission.

Attachment 6: Payment Gateway Structure

AGJENCIA KOMBËTARE E SHOQËRISË SË INFORMACIONIT
Rr. Papa Gjon Pali i II, Nr 3, 1003 Tiranë, Shqipëri

Technical Specifications

"Government Payment Gateway"

March 2015

Government Payment Gateway

The workflow is as below:

1. Citizens or Business Operators visit the e-Albania Portal, select electronic services and they click "Use and Pay". A message then is sent to the service provider which notifies this action.
2. The electronic service provider after receiving this message from the citizen or the Business Operator adds its private digital certificate. This message is called "Digital Order" and it comprises the user data (Terminal, IP address etc.), and the respective fee. The Digital Order takes place into the Gate Module of Electronic Payments placed into the Albanian Governmental Portal (secure network).
3. Considering the Digital Certificate, the Gate Module of Electronic Payments verifies the identity of the electronic service provides that servers to the user of this service.
4. Online Payment Module offers various payment possibilities (credit card, debit card, bank account).
5. Citizens/Business Operators can choose the payment method, payment safely transmitted toward the Online Payment Module.
6. This modules sends the payment details at the bank supporting the electronic service provider.
7. The bank supporting the electronic service provider transmits the information towards the bank of the electronics' service buyer (secure network).
8. After checking the card validity the banks accepts or refuses the transaction.
9. Online Payment Module transmits the digital bills towards the user
10. These electronic services are offered to the users.

SOA Architecture of Government Payment Gateway
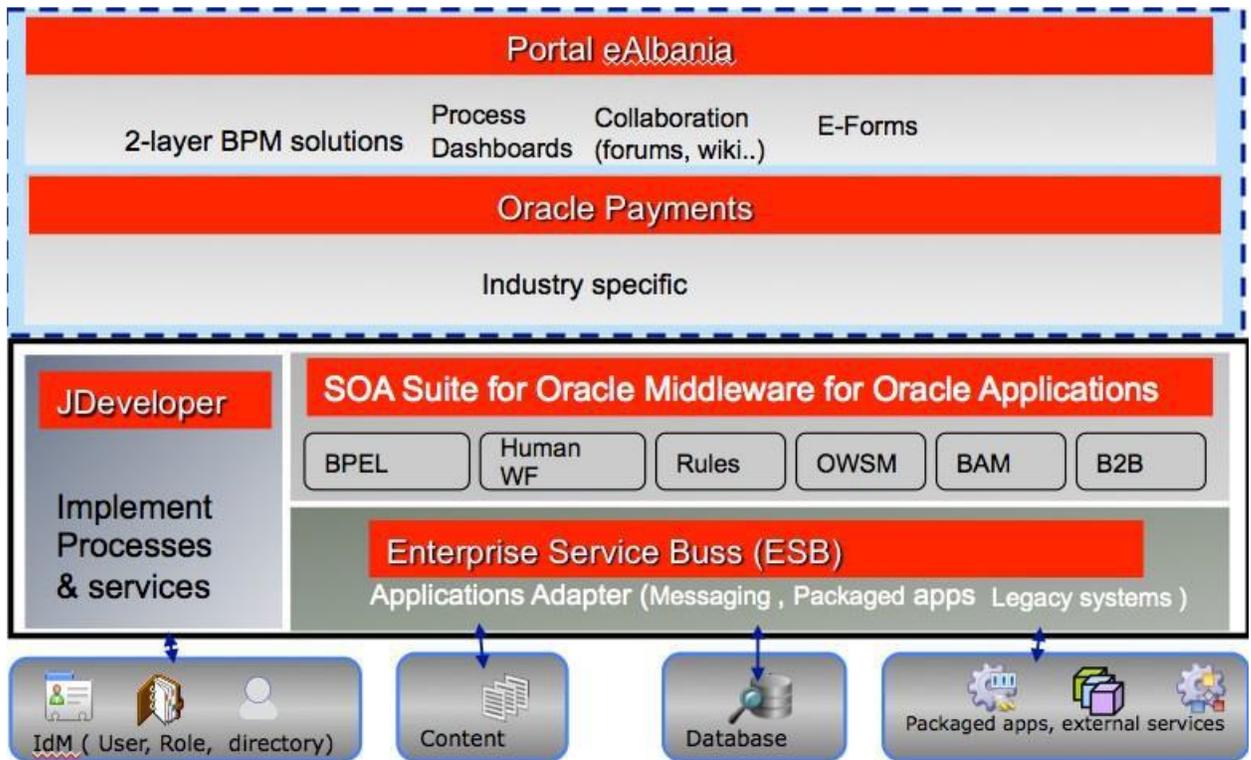
Online Payment Process
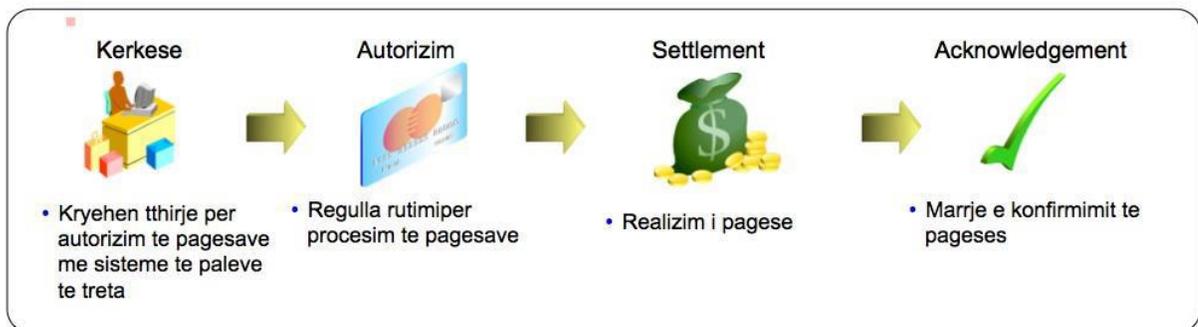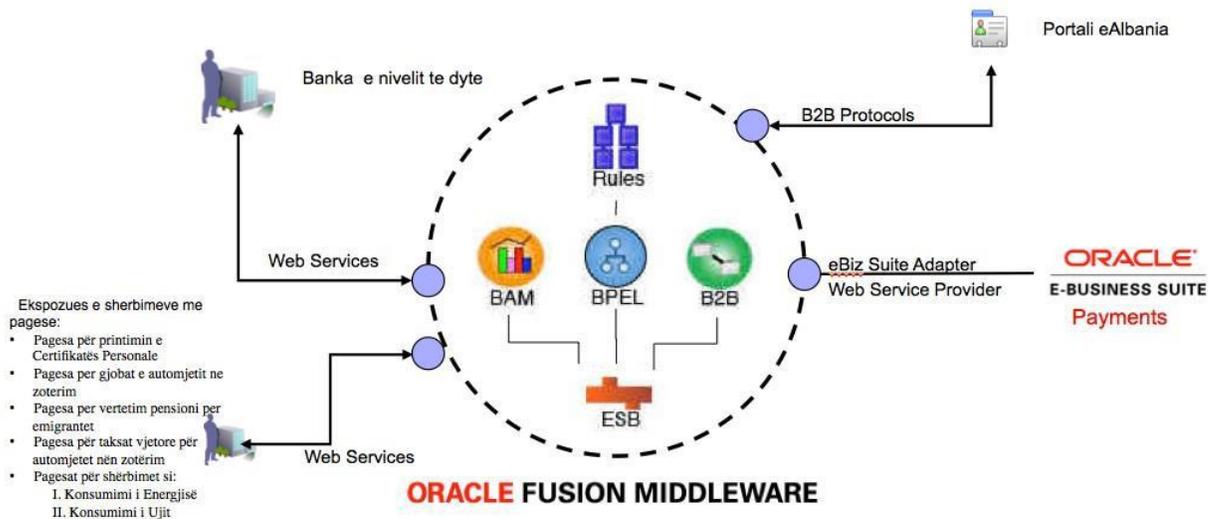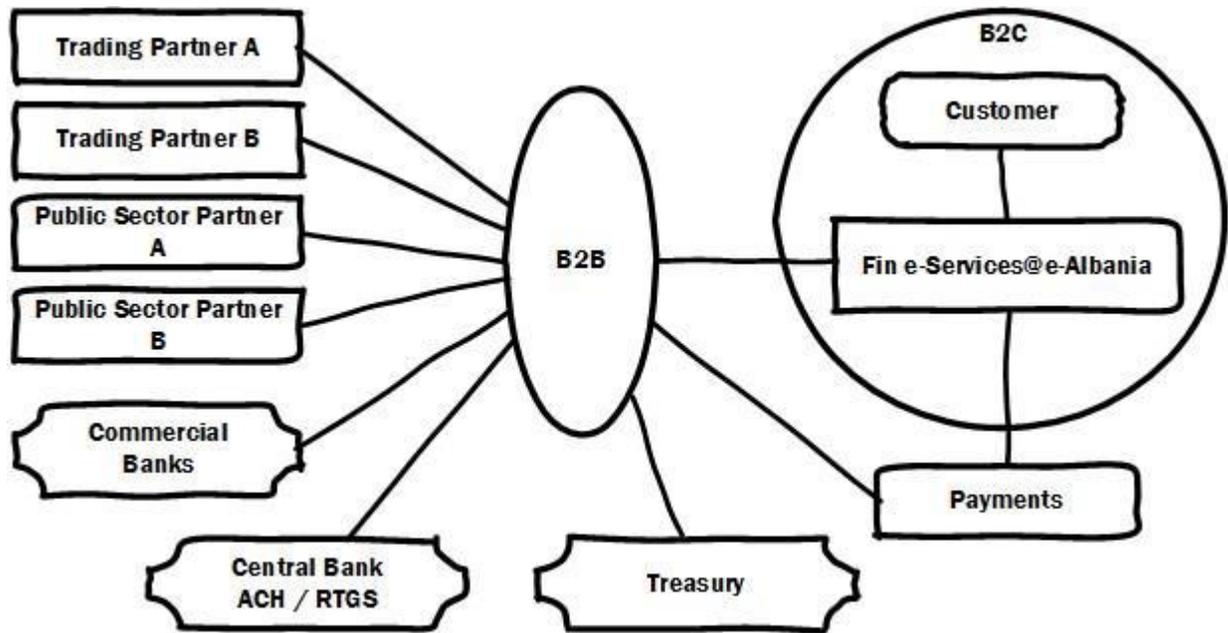
Government Payment Gateway, as a software module, has been implemented for the online payments.

This software module runs over international packages like COTS (Commercial Off The Shelfs) supplied by Oracle:

- Oracle Payments
- Oracle Database Enterprise Edition
- Oracle WebLogic Suite for Oracle Applications
- SOA Suite for Oracle Middleware for Oracle Applications
- Oracle Applications Adapter

This payment gateway enables:

- Cost reduction
- Enhanced control over online payments

- Integration with second-level banks
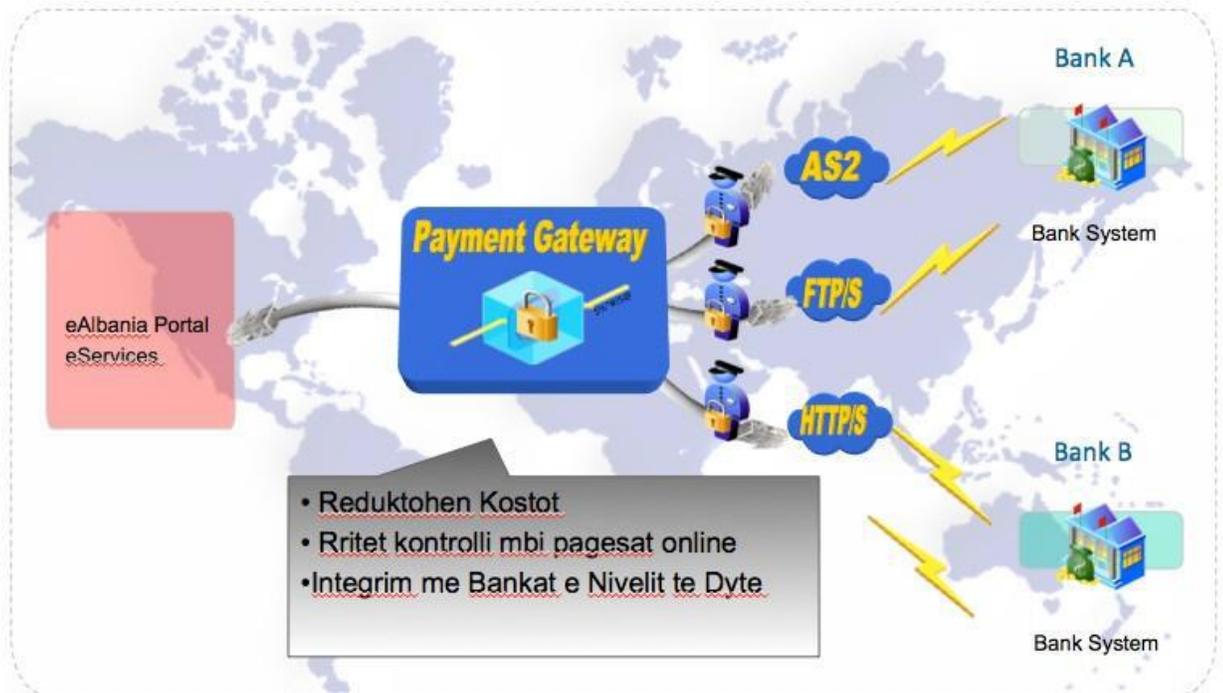
From the e-Albania portal through the payment gateway the online payments are processed in the second-level banks.
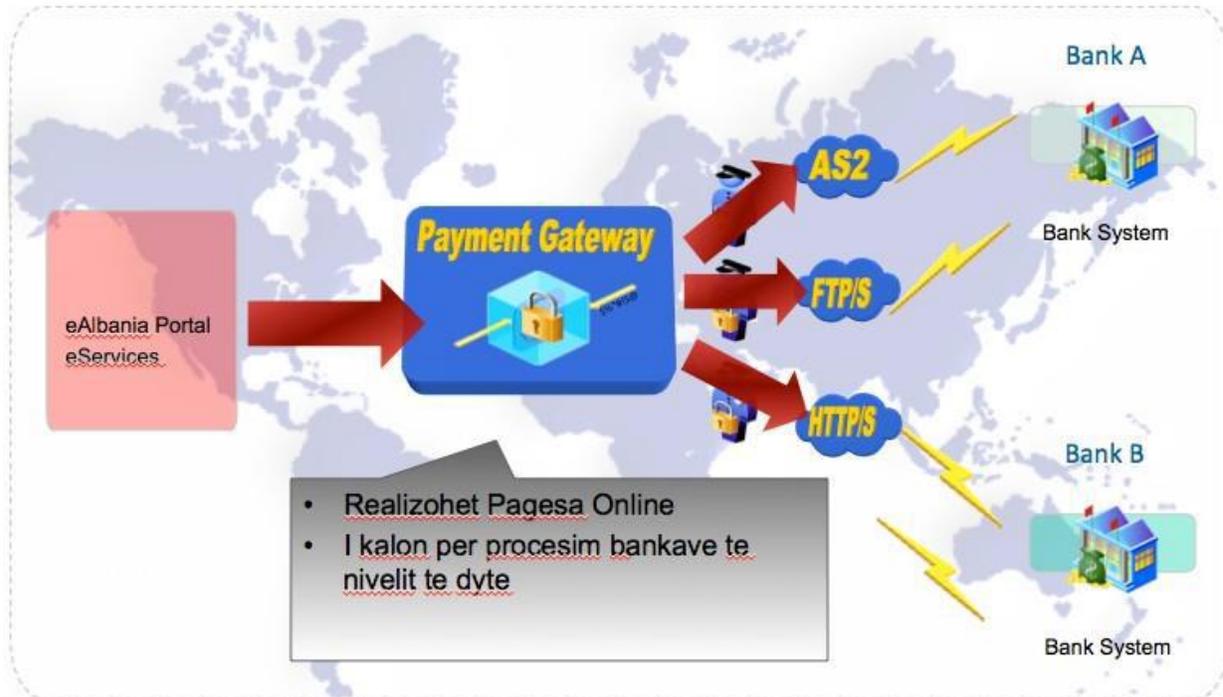
After the payment has been done in the second-level banks, these banks send an acknowledge, that is a confirmation and the payment status in the e-Albania portal is automatically updated.
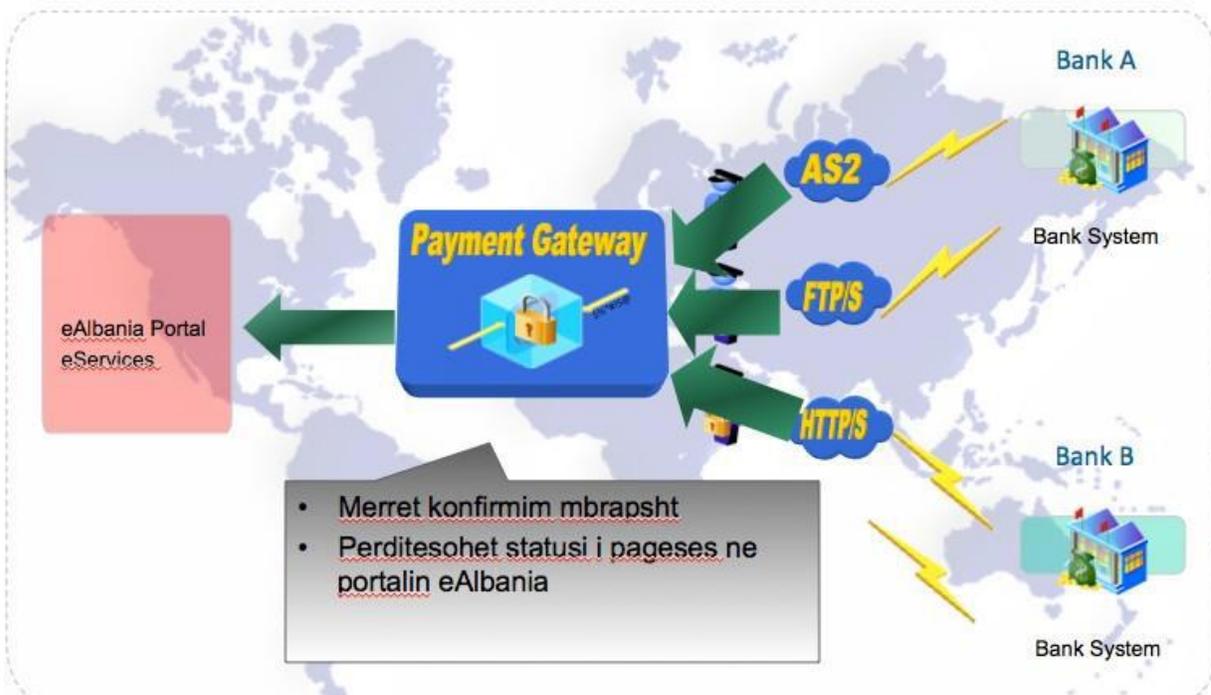
From the architectural point of view we can mention in this financial module the below components:
- Trading Partner(CEZ, UKT, etc.)

- Trading Partner from the public sector like for example: the Civil Register Office offers the service of issuing electronically the Personal Certificate, etc.
- Second-Level banks(through them the payment is done)
- Treasury system where the payments are reflected as revenue.
- Oracle Payments supports the online payments module of the eServices.

Payment Gateway Interfaces - Using Web Services example WebService Interface

1) URL:

http://<Server IP>:<server port>/IntcInterfaces/InterfacePort
2) WSDL URL: http://<ServerIP>:<serverport>/IntcInterfaces/InterfacePort?wsdl

3) XML Request:
```
<soap:Envelope xmlns:soap="http://www.w3.org/2003/05/soap-envelope"
xmlns:ser="http://server.webservices.intc/">
<soap:Header/>
<soap:Body>
<ser:registerTransaction>
<!--Optional:-->
<username>test</username>
<!--Optional:-->
<password></password>
<!--Optional:-->
<serviceDesc>?</serviceDesc>
<!--Optional:-->
<nidNUIS>?</nidNUIS>
<!--Optional:-->
<serviceID>?</serviceID>
<!--Optional:-->
<transactionID>?</transactionID>
<!--Optional:-->
<serviceAmount>?</serviceAmount>
<!--Optional:-->
<returnURLOk>?</returnURLOk>
<!--Optional:-->
<returnURLFail>?</returnURLFail>
<!--Optional:-->
<institutionCode>?</institutionCode>
<!--Optional:-->
<incomeCode>?</incomeCode>
<!--Optional:-->
<districtCode>?</districtCode> 15
```

```
<!--Optional:-->
<documentID>?</documentID>
<!--Optional:-->
<documentDate>?</documentDate>
<!--Optional:-->
<documentAmount>?</documentAmount>
<!--Optional:-->
<currency>?</currency>
<!--Optional:-->
<institutionCode2>?</institutionCode2>
<!--Optional:-->
<incomeCode2>?</incomeCode2>
<!--Optional:-->
<districtCode2>?</districtCode2>
<!--Optional:-->
<documentID2>?</documentID2>
<!--Optional:-->
<documentDate2>?</documentDate2>
<!--Optional:-->
<documentAmount2>?</documentAmount2>
<!--Optional:-->
<currency2>?</currency2>
<!--Optional:-->
<firstName>?</firstName>
<!--Optional:-->
<lastName>?</lastName>
<!--Optional:-->
<fatherName>?</fatherName>
<!--Optional:-->
<desc1>?</desc1>
<!--Optional:-->
<desc2>?</desc2>
<!--Optional:-->
<plateNum>?</plateNum>
<!--Optional:-->
<vinNum>?</vinNum>
</ser:registerTransaction>
</soap:Body>
</soap:Envelope> 16
```

4) XML Response:

```
<S:Envelope xmlns:S="http://www.w3.org/2003/05/soap-envelope">
<S:Body>
<ns0:registerTransactionResponse xmlns:ns0="http://server.webservices.intc/">
<return>http://<server ip>/govpaygw/forma-pagese?id=442</return>
</ns0:registerTransactionResponse>
</S:Body>
</S:Envelope>
```

5) WSDL

```
<!-- Published by JAX-WS RI (http://jax-ws.java.net). RI's version is JAX-WS RI 2.2.10- b140319.1121
svn-revision#7b34660d6bc70e587e8ec81a17e4d76af68816a6. --><!-- Generated by JAX-WS RI
(http://jax-ws.java.net). RI's version is JAX-WS RI 2.2.10- b140319.1121 svn-
revision#7b34660d6bc70e587e8ec81a17e4d76af68816a6. --
><definitions targetNamespace="http://server.webservices.intc/"
name="InterfaceService"><types><xsd:schema><xsd:import
namespace="http://server.webservices.intc/" schemaLocation="http://<Server
IP>:<serverport>/IntcInterfaces/InterfacePort?xsd=1"/></xsd:schema></types><message
name="registerTransaction"><part name="parameters"
element="tns:registerTransaction"/></message><message
name="registerTransactionResponse"><part name="parameters"
element="tns:registerTransactionResponse"/></message><portType name="Interface"><operation
name="registerTransaction"><input
wsam:Action="http://server.webservices.intc/Interface/registerTransactionRequest"
message="tns:registerTransaction"/><output
wsam:Action="http://server.webservices.intc/Interface/registerTransactionResponse"
message="tns:registerTransactionResponse"/></operation></portType><binding
name="InterfacePortBinding" type="tns:Interface"><soap12:binding
transport="http://schemas.xmlsoap.org/soap/http" style="document"/><operation
name="registerTransaction"><soap12:operation soapAction=""/><input><soap12:body
use="literal"/></input><output><soap12:body
use="literal"/></output></operation></binding><service name="InterfaceService"><port
name="InterfacePort" binding="tns:InterfacePortBinding"><soap12:address location="http://
://<Server IP>:<serverport>/IntcInterfaces/InterfacePort"/></port></service></definitions>
```

Attachment 7: Post-qualification requirements for proposed software

1.   The purpose of post-qualification demonstrations is for the Purchaser to get a clear understanding of the present status of the system being proposed by the highest evaluated Bidder and the amount of customisation required for the system to being it up to the level required by Purchaser as described in the technical requirements section of this bidding document. It is also an opportunity to meet with the proposed project/development team of the Bidder and clarify their experiences and readiness to develop necessary solutions.

2.   The following scenarios shall be presented through live software demonstrations as a part of post-qualification examination of the proposed web-based IFO software modules on demo servers to be provided by the Bidder.

3.   In case of Commercial off-the-Shelf (COTS) modules proposed for some of the IFO functions, the Bidder will present the basic capabilities through a live software demo and answer the questions of the Purchaser on how to meet the business requirements described in this document.

4.   For those IFO modules that need to be custom developed (CDSW; not available as a part of an existing COTS) the Bidder shall prepare presentations, explaining the solutions to meet the basic requirements in these scenarios.

5.   The Bidder is expected to provide a clear picture of how COTS and CDSW modules will be integrated to provide the full functionality required for IFO Service Delivery Platform.

6.   Demonstration shall be made, using the same IFO modules and versions that will be proposed to the Purchaser under this bid.

7.   Demonstration shall be made based on standard functionality or public sector specific version of the COTS module configured for the scenario (without any customization or modification). The Bidder's proposed project/development team shall clarify all expected customizations needed on existing modules, as well as custom software development needs, to meet functional requirements listed under demo scenarios.

8.   Demonstration shall be performed by the key specialists of the bidder's proposed project/development team, who are expected to develop the proposed IFO solutions after the contract signature. The bidder's project team leader shall also be present during the demonstration.

9.   Demonstration of integration with other external systems or packages is not necessary. However the Bidder shall demonstrate import/export capabilities of the proposed solution and clarify how they will implement interfaces with other systems.

10.   Key IFO modules to be demonstrated by the Bidder are listed below (Table A.7).

11.   The Purchaser team may have additional questions during the demo session if there is a need. These questions will be added to the table presented below to reflect all answers in the report to be prepared after this demonstration session.

12.   Following the demonstrations, the Bidder and Purchaser will prepare a post-qualification examination report including the names of participants, process followed, findings on demonstrated IFO modules and conclusions of demonstrations. This process will be completed before contract signature.

Table A-7: KeyFunctional Requirements for Demonstration and Explanation

IFO Module/Capability	COTS / CDSW	Post-Qualification Examination	Results
General	Ask Bidder to clarify the type of module proposed for each of the components below:	- A - B - C	Please summarize all responses and highlight major deviations or questions not answered.
Public Service Catalogue Management		1. It should be presented how the Public service Catalogues will administer the services through written and PowerPoint presentation; 2. It should be presented the Integrations and mappings between ADISA service catalogue and GG Service Catalogue.	
Case Management and Business Process	COTS	3. It must be demonstrated how users can start Cases and/or Business Processes; 4. It should be presented that the cases can only be started from authorized people or groups; 5. It must be demonstrated how definition of Cases and Processes takes place in Process Designer.	
Document Workflow Management	COTS	6. It must be demonstrated the interactive document creation, and interactive elements such as check-box, drop-down, input field; 7. It must be demonstrated the selection of the user of available building blocks into the document and collaboration with co-workers by setting remarks and notes; 8. It must be demonstrated the approval processes.	
Business Intelligence		9. It must be demonstrated how the BI module support and establish the reporting functionalities; 10. It must be presented how the solution will provide management reports and dashboards for analyzing and monitoring key aspects.	

IFO Module/Capability	COTS / CDSW	Post-Qualification Examination	Results
Integration with e-Albania Portal		11. It must be explained the mechanisms of integration and how the existing services in e-Albania portal will be used by the IFO.	
Integration Layer with GG Platform		12. It must be explained the Single Sign On concept for IFO platform; 13. It must be explained communication with Forms Server; 14. It must be explained how the Communication protocol GovTalk will be used.	
Email/SMS Notification	COTS	15. It should be explained the standard adapters for Email/ SMS communications;	
Experience of the Bidder's project/developer team on similar IFO platforms		16. It should be presented the similar issues faced in previous implementation to be carefully considered for the IFO platform.	

Section VII. Sample Forms

Notes to the Purchaser on preparing the Sample Forms

The Sample Forms provided in these SBD provide standard formats for a number of the key documents that the Purchaser and Bidders will exchange in the process of bidding, awarding, and implementing the Contract. Most of the Sample Forms are to be completed and/or modified by the Purchaser to suit the particular System being procured and included in the Bidding Document before they are released to potential Bidders, or to the winning Bidder, as the case may be. In turn, the Bidders or winning Bidder must complete other forms and submit them to the Purchaser. Notes providing instructions for the Purchaser, the Bidders, and the winning Bidder have been provided. To avoid confusion, the Purchaser should remove all the instructions to the Purchaser from the final version of the Bidding Document that is released to potential Bidders.

To the fullest extent possible, the typographical aides used in the previous sections of the SBD continue in this section. General explanatory text that appears in sans serif typeface (such as this text) remains intended for the Purchaser (hence should be removed from the final version of the Bidding Document). General instructions or explanatory text aimed at Bidders and/or the winning Bidder appear in standard roman typeface, but indicators are included showing they are aimed at Bidders. Instructions that appear directly in the Forms, continue to be in italicized roman typeface, set off with square brackets and generally intended for the Bidders or the winning Bidder. If an instruction is meant for the Purchaser, it is identified as such. Purchasers are encouraged to provide as many of these Sample Forms as possible in revisable, electronic format in or with the Bidding Document. This will expedite bid preparation, reduce the number of inadvertent mistakes made by Bidders, and, as a result, simplify the evaluation.

Bid Submission Form and Contract Agreement: Except as indicated by blanks and/or instructions to fill in information, the text of the Bid Submission Form and the Contract Agreement should be left unaltered in the Bidding Document from how it appears in these SBDs. At the time of Contract award, the Purchaser has an opportunity to add the final details needed in the Contract Agreement form, by making any necessary insertions or changes to Article 1.1 (Contract Documents) and Article 3 (Effective Date) and listing only the actual Appendices that will be incorporated in the final Contract. (These Appendices should also be completed in accordance with the instructions provided at the beginning of each Appendix.)

Since the Price Schedules will form part of the final Contract, if there have been any corrections or modifications to the winning bid resulting from price corrections, pursuant to the Instructions to Bidders, these too should be reflected in the Price Schedules at the time of Contract award and appended to the Contract Agreement in Appendix 6 (Revised Price Schedules).

Price Schedules: The price breakdown given in the sample Price Schedules generally follows the usual breakdown requested for Information Technology procurement, except that further breakdowns are required (e.g., between Technologies/Goods and Services, and between Technologies and other Goods supplied domestically or from abroad) in order for the domestic preference procedure to be applied (except if the procurement falls under the 2004 Guidelines, in which case domestic preference does not apply in this SBD). It is essential that Bidders submit their prices in the manner prescribed by the Price Schedules. Failure to do so may result in loss of the preference, if applicable.

For the more straightforward or well specified Systems that are covered by the single-stage bidding process, the Purchaser is encouraged to fill in the precise System, Subsystem, component, and item/description details in the Price Schedules prior to issuance of the Bidding Document. This will result in bid pricing that is more uniform, making the comparison of bid prices more efficient and reducing the number of ambiguities that require clarification. If Bidders are left to fill in item/description details (which may be necessary for complex Systems when such details cannot be easily identified in advance by the Purchaser), the commercial evaluation becomes more difficult. Other guidance and instructions appear in the subsection containing the schedules and in the schedules themselves.

Manufacturer's Authorizations and agreements by key subcontractors: In accordance with ITB Clauses 6.1 (b) and (c), Bidders may be required to submit, as part of their bids, Manufacturer's Authorizations and written agreements by Subcontractors proposed for key services. For the Manufacturer's Authorization, the format provided in the SBD should be used. There is no particular format for Subcontractor agreements.

List of Proposed Subcontractors: In accordance with ITB Clause 6.3, a Bidder must submit, as part of its bid, a list of major goods and/or services that the Bidder proposes to subcontract. The list should also include the names and place of registration of the Subcontractors proposed for each item and a summary of their qualifications.

List of Software and Materials: In accordance with ITB Clause 13.1 (e) (vi) (ITB Clauses 13.1 (c) (vi) and 25.1 (e) (vi) in the two-stage SBD), a Bidder must submit, as part of its bid, a list of all the Software it will provide, assigning each item to one of the following categories: (A) System, General-Purpose, or Application Software; or (B) Standard or Custom Software. The Bidder must also submit a list of all Custom Materials. These should be recorded in the sample List of Software and Materials Table included in the Bidding Document. If provided for in the Bid Data Sheet, the Purchaser may reserve the right to assign key System Software items to a particular category.

Bidder Qualification forms: As required by ITB Clause 6.1.

Forms for securing the bid: If the BDS for ITB Clause 17 (ITB Clause 29 in the two-stage SBD) requires that bids be secured, the Purchaser should include the related form(s) in the Bidding Document, as provided in this Section of the SBD. Depending on what type of security the BDS requires, one form (Bid-Securing Declaration), two forms (Bank Guarantee and Bid Bond), or all three forms, should be included. If the Purchaser wishes to use another form, it must obtain the World Bank's prior no-objection. Some of the variable fields (such as the duration of sanctions in case of the Bid-Securing Declaration) need to be pre-filled by the Purchaser.

Performance Security: Pursuant to GCC Clause 13.3, the successful Bidder is required to provide the Performance Security within twenty-eight (28) days of notification of Contract award.

Advance Payment Security: Pursuant to GCC Clause 13.2, the successful Bidder is required to provide a bank guarantee securing the Advance Payment, if the SCC related to GCC Clause 12.1 provides for an Advance Payment.

Installation and Operational Acceptance Certificates: Recommended formats for these certificates are included in these SBD. Unless the Purchaser has good reason to require procedures that differ from those recommended, or to require different wording in the certificates, the procedures and forms shall be included unchanged. If the Purchaser wishes to amend the recommended procedures and/or certificates, it may propose alternatives for the approval of the World Bank before release of the Bidding Document to potential Bidders.

Change Order Procedures and Forms: Similar to the Installation and Operational Acceptance Certificates, the Change Estimate Proposal, Estimate Acceptance, Change Proposal, Change Order, and related Forms should be included in the Bidding Document unaltered. If the Purchaser wishes to amend the recommended procedures and/or certificates, it may propose alternatives for the approval of the World Bank before release of the Bidding Document.

Notes to Bidders on working with the Sample Forms

The Purchaser has prepared the forms in this section of the Bidding Documents to suit the specific requirements of the System being procured. They are derived from the forms contained in the World Bank's Standard Bidding Documents for the Supply and Installation of Information Systems. In its bid, the Bidder must use these forms (or forms that present in the same sequence substantially the same information). Bidders should not introduce changes without the Purchaser's prior written consent (which may also require the clearance of the World Bank). If the Bidder has a question regarding the meaning or appropriateness of the contents or format of the forms and/or the instructions contained in them, these questions should be brought to the Purchaser's attention as soon as possible during the bid clarification process, either at the pre-bid meeting or by addressing them to the Purchaser in writing pursuant to ITB Clause 10.

The Purchaser has tried to provide explanatory text and instructions to help the Bidder prepare the forms accurately and completely. The instructions that appear directly on the forms themselves are indicated by use of typographical aides such as italicized text within square brackets as is shown in the following example taken from the Bid Submission Form:

Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

In preparing its bid, the Bidder must ensure all such information is provided and that the typographical aides are removed.

The sample forms provide a standard set of documents that support the procurement process as it moves forward from the stage of bidding, through Contract formation and onto Contract performance. The first set of forms must be completed and submitted as part of the bid prior to the deadline for bid submission. These include: (i) the Bid Submission Form; (ii) the Price Schedules; (iii) the Manufacturer's Authorizations and key Subcontractor agreements; (iv) the List of Proposed Subcontractors; (v) the form(s) for securing the bid (if and as required); and other forms as found in sub-sections 1 through 4 of this Section VII of the Bidding Documents.

- Bid Submission Form: In addition to being the place where official confirmation of the bid price, the currency breakdown, the completion date(s), and other important Contract details are expressed, the Bid Submission Form is also used by the Bidder to confirm - in case adjudication applies in this Contract - its acceptance of the Purchaser's proposed Adjudicator, or to propose an alternative. If the bid is being submitted on behalf of a Joint Venture, it is essential that the Bid Submission Form be signed by the partner in charge and that it be supported by the authorizations and power of attorney required pursuant to ITB Clause 6.2. Given widespread concern about illegal use of licensed software, Bidders will be asked to certify in the Bid Submission Form that either the Software included in the bid was developed and is owned by the Bidder, or, if not, the Software is covered by valid licenses with the proprietor of the Software.

- Price Schedules: The prices quoted in the Price Schedules should constitute full and fair compensation for supply, installation, and achieving Operational Acceptance of the System as described in the Technical Requirements based on the Implementation Schedule, and the terms and conditions of the proposed Contract as set forth in the Bidding Documents. Prices should be given for each line item provided in the Schedules, with costs carefully aggregated first at the Subsystem level and then for the entire System. If the Price Schedules provide only a summary breakdown of items and components, or do not cover some items unique to the Bidder's specific technical solution, the Bidder may extend the Schedules to capture those items or components. If supporting price and cost tables are needed for a full understanding of the bid, they should be included.

  Arithmetical errors should be avoided. If they occur, the Purchaser will correct them according to ITB Clause 26.2 (ITB Clause 38.2 in the two-stage SBD) without consulting the Bidder. Major omissions, inconsistencies, or lack of substantiating detail can lead to rejection of a bid for

commercial non-responsiveness. Presenting prices according to the breakdown prescribed in the Price Schedules is also essential for another reason. If a bid does not separate prices in the prescribed way, and, as a result, the Purchaser cannot apply the domestic preference provision described in ITB Clause 29 (ITB Clause 41 in the two-stage SBD), if they are applicable in this bidding, the Bidder will lose the benefit of the preference. Once bids are opened, none of these problems can be rectified. At that stage, Bidders are not permitted to change their bid prices to overcome errors or omissions.

- Manufacturer's Authorizations and written agreements by key Subcontractors: In accordance with ITB Clauses 6.1 (b) and (c), a Bidder may be required to submit, as part of its bid, Manufacturer's Authorizations in the format provided in the Bidding Documents, and agreements by Subcontractors proposed for key services, for all items specified in the Bid Data Sheet. There is no particular format (or sample form) for Subcontractor agreements.

- List of Proposed Subcontractors: In accordance with ITB Clause 6.3, a Bidder must submit, as part of its bid, a list of proposed subcontracts for major items of Technologies, Goods, and/or Services. The list should also include the names and places of registration of the Subcontractors proposed for each item and a summary of their qualifications.

- List of Software and Materials: In accordance with ITB Clause 13.1 (e) (vi) (ITB Clauses 13.1 (c) (vi) and 25.1 (e) (vi) in the two-stage SBD), 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; or (B) Standard or Custom Software. Bidders must also submit a list of all Custom Materials. If provided for in the Bid Data Sheet, the Purchaser may reserve the right to reassign certain key Software to a different category.

- Qualification information forms: In accordance with ITB Clause 6, the Purchaser will determine whether the Bidder is qualified to undertake the Contract. This entails financial, technical as well as performance history criteria which are specified in the BDS for ITB Clause 6. The Bidder must provide the necessary information for the Purchaser to make this assessment through the forms in this sub-section. The forms contain additional detailed instructions which the Bidder must follow.

- Securing the bid: If the BDS for ITB Clause 17 (ITB Clause 29 in the two-stage SBD) requires that bids be secured, the Bidder shall do so in accordance with the type and details specified in the same ITB/BDS Clause, either using the form(s) included in these Sample Forms or using another form acceptable to the Purchaser. If a Bidder wishes to use an alternative form, it should ensure that the revised format provides substantially the same protection as the standard format; failing that, the Bidder runs the risk of rejection for commercial non-responsiveness.

Bidders need not provide the Performance Security and Advance Payment Security with their bids. Only the Bidder selected for award by the Purchaser will be required to provide these securities.
The following forms are to be completed and submitted by the successful Bidder following notification of award: (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 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 Sample Forms

1. Bid Submission Form (Single-Stage Bidding)

Date:	*[Bidder insert: date of bid]*
Loan/Credit No.:	*[Purchaser insert: number]*
IFB:	*[Purchaser insert: IFB title and number]*
Contract:	*[Purchaser insert: name of Contract]*

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

Dear Sir or Madam:

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

	[insert: amount of local currency in words]	*([insert: amount of local currency in figures from corresponding Grand Total entry of the Grand Summary Cost Table])*
Plus	*[insert: amount of foreign currency A in words]*	*([insert: amount of foreign currency A in figures from corresponding Grand Total entry of the Grand Summary Cost Table])*

[as appropriate, add the following]

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

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

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

If our bid is accepted, and if these Bidding Documents so require, we undertake to provide an advance payment security and a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

[As appropriate, include or delete the following paragraph]

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

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

"We do not accept the appointment of *[Purchaser insert: name of proposed Adjudicator from the Bid Data Sheet]* as the Adjudicator, and we propose instead that *[insert: name]* be appointed as

Adjudicator, whose résumé and hourly fees are attached."

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

      We agree to abide by this bid, which, in accordance with ITB Clauses 13 and 16, consists of this letter (Bid Submission Form) and the enclosures listed below, for a period of *[Purchaser insert: number from Bid Data Sheet]* days from the date fixed for submission of bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

      Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to Contract execution if we are awarded the Contract, are listed below:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
Etc.	*[if none, state:* ***"none"****]*	

      Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

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

Signed:
Date:

In the capacity of *[insert: title or position]*

Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

ENCLOSURES:
    Price Schedules
    Bid-Securing Declaration or Bid-Security (if and as required)
    Signature Authorization *[plus, in the case of a Joint Venture Bidder, list all other authorizations pursuant to ITB Clause 6.2]*
    Attachment 1.   Bidder's Eligibility
    Attachment 2.   Bidder's Qualifications (including Manufacturer's Authorizations and Subcontractor agreements if and as required)
    Attachment 3.   Eligibility of Goods and Services
    Attachment 4.   Conformity of the Information System to the Bidding Documents
    Attachment 5.   Proposed Subcontractors
    Attachment 6.   Intellectual Property (Software and Materials Lists)
    [if appropriate, specify further attachments or other enclosures]

Bid Table of Contents and Checklist

Note: Purchasers should expand and modify (as appropriate) the following table to reflect the required elements of the Bidder's bid. As the following note to Bidders explains, it is in both the Purchaser's and Bidder's interest to provide this table and accurately fill it out.

Note: Bidders should expand and (if appropriate) modify and complete the following table. The purpose of the table is to provide the Bidder with a summary checklist of items that must be included in the bid as described in ITB Clauses 13.1 and 16, in order for the bid to be considered for Contract award. The table also provides a summary page reference scheme to ease and speed the Purchaser's bid evaluation process.

Item	present: y/n	page no.
Bid Submission Form		
Price Schedules		
Bid-Securing Declaration / Bid-Security (if and as required) ...		
Signature Authorization (for Joint Ventures additionally including the authorizations listed in ITB Clause 6.2)		
Attachment 1		
Attachment 2		
Manufacturer's Authorizations .... Subcontractor agreements...		
Attachment 3		
Attachment 4		
Attachment 5		
Attachment 6		
....		

2. PRICE SCHEDULE FORMS

Note: in information systems procurement, the Contract Price (and payment schedule) should be linked as much as possible to achievement of operational capabilities, not just to the physical delivery of technology.

2.1   Preamble

Note: Purchasers should highlight any special requirements of the System and Contract in a Preamble to the Price Schedules. The following is an example of one such preamble.

General
1.   The Price Schedules are divided into separate Schedules as follows:
      2.2   Grand Summary Cost Table
      2.3   Supply and Installation Cost Summary Table
      2.4   Recurrent Cost Summary Table
      2.5   Supply and Installation Cost Sub-Table(s)
      2.6   Recurrent Cost Sub-Tables(s)
      2.7   Country of Origin Code Table
      [insert: any other Schedules as appropriate]
2.   The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Bidders shall have read the Technical Requirements and other sections of these Bidding Documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.
3.   If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the Bidding Documents prior to submitting their bid.

Pricing
4.   Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder. As specified in the Bid Data Sheet, prices shall be fixed and firm for the duration of the Contract.
5.   Bid prices shall be quoted in the manner indicated and in the currencies specified in ITB Clauses 14 and 15 (ITB Clauses 27 and 28 in the two-stage SBD). 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 Clause 26.2 (ITB Clause 38.2 in the two-stage SBD).
7.   Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITB Clause 15.1 (ITB Clause 28.1 in the two-stage SBD), no more than three foreign currencies may be used. The price of an item should be unique regardless of installation site.

2.2   Grand Summary Cost Table

		[insert: Local Currency] Price	*[insert: Foreign Currency A]* Price	*[insert: Foreign Currency B]* Price	*[insert: Foreign Currency C]* 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:		

2.3 Supply and Installation Cost Summary Table

System or Subsystem number: *[if a multi-lot procurement, insert: Subsystem number; otherwise state "entire System procurement"] [as necessary for supply, installation, and achieving Operational Acceptance of the System, specify items in the Table below, modifying, deleting, or expanding the sample line items and sample table entries as needed.]*

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 14 and 15 (ITB Clauses 27 and 28 in the two-stage SBD).

			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.	*[insert: Local Currency] Price*	*[insert: Local Currency] Price*	*[insert: Foreign Currency A] Price*	*[insert: Foreign Currency B] Price*	*[insert: Foreign Currency C] Price*
1.	Hardware (Primary Site)	2.5					
2	Software	2.5					
3	BCC hardware	2.5					
4	Services for supply and installation of IFO system	2.5					
5	Training Services	2.5					
	SUBTOTALS						
	TOTAL (To Grand Summary Cost table)						

Name of Bidder:		
Authorized Signature of Bidder:		

2.4   Recurrent Cost Summary Table

System or Subsystem number: *[if a multi-lot procurement, insert:* **Subsystem number**, *otherwise state* **"entire System procurement"** *] [as necessary for the operation of the System, specify items in the Table below, modifying the sample line items and sample table entries as needed.]* Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 14 and 15 (ITB Clauses 27 and 28 in the two-stage SBD).

Line Item No.	Subsystem / Item	Recurrent Cost Sub-Table No.	*[insert: Local Currency]* Price	*[insert: Foreign Currency A]* Price	*[insert: Foreign Currency B]* Price	*[insert: Foreign Currency C]* Price
1	Hardware Maintenance	2.6				
2	Software Licenses & Updates	2.6				
3	Technical Support Services	2.6				
	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:	

2.5 Supply and Installation Cost Sub-Table

System or Subsystem number: **_Entire System procurement_**

Prices, rates, and subtotals MUST be quoted in accordance with ITB Clauses 14 and 15 (ITB Clauses 27 and 28 in the two-stage SBD). Unit prices for the same item appearing several times in the table must be identical in amount and currency.

| | | | | Unit Prices / Rates | | | | | Total Prices | | | | |
| | | | | Supplied Locally | Supplied from outside the Purchaser's Country | | | | Supplied Locally | Supplied from outside the Purchaser's Country | | | |
Compo-nent No.	Component Description	Country of Origin Code	Quantity	*[insert: local currency]*	*[insert: local currency]*	*[insert: foreign currency A]*	*[insert foreign currency B]*	*[insert: foreign currency C]*	*[insert: local currency]*	*[insert: local currency]*	*[insert: foreign currency A]*	*[insert: foreign currency B]*	*[insert: foreign currency C]*
1.	Hardware	- -	- -	- -	- -	- -	- -	- -					
1.1	Server Cabinet		2 ea										
1.2	Servers for Database		3 ea										
1.3	Storage for Database		1 ea										
1.4	Servers for Applications and Infrastructure Services		6 ea										
1.5	Servers for Business Intelligence and Reporting		2 ea										
1.6	Servers for Queue Management integration		2 ea										
1.7	Servers for Call Centre Integration		2 ea										
1.8	DIS Server		1 ea										
2.	Software	- -	- -	- -	- -	- -	- -	- -					
2.1	IFO Main Modules	- -	- -	- -	- -	- -	- -	- -					

Compo-nent No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country				Supplied Locally	Supplied from outside the Purchaser's Country			
				[insert: local currency]	*[insert: local currency]*	*[insert: foreign currency A]*	*[insert foreign currency B]*	*[insert: foreign currency C]*	*[insert: local currency]*	*[insert: local currency]*	*[insert: foreign currency A]*	*[insert: foreign currency B]*	*[insert: foreign currency C]*
2.1.1	Public Service Catalogue Management		1 ea										
2.1.2	Case Management & Business Process		1 ea										
2.1.4	Document Workflow Management		1 ea										
2.1.5	Business Intelligence		1 ea										
2.1.6	Email/SMS Notification		1 ea										
2.2	Interfaces with other systems	- -	- -	- -	- -	- -	- -	- -					
2.2.1	Integration with e-Albania Portal		1 ea										
2.2.2	Integration Layer with ESB		1 ea										
2.2.3	Integration with Accounting Module		1 ea										
2.2.4	Integration with Payment Gateway (Integration with GG Layer)		1 ea										
2.2.5	Queue Management Integration		1 ea										
2.2.6	Integration with CFM system		1 ea										

Compo-nent No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates						Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country					Supplied Locally	Supplied from outside the Purchaser's Country			
				[insert: local currency]	*[insert: local currency]*	*[insert: foreign currency A]*	*[insert foreign currency B]*	*[insert: foreign currency C]*		*[insert: local currency]*	*[insert: local currency]*	*[insert: foreign currency A]*	*[insert: foreign currency B]*	*[insert: foreign currency C]*
2.3	IFO Process Server (core)		8 ea											
2.4	Telephony Call Centre software		1 ea											
2.5	Telephony Call Centre users		20 users											
2.6	IFO concurrent user licenses		290 users											
2.7	Document template designers		20 users											
2.8	Process designers		5 users											
3.	BCC hardware	- -	- -	- -	- -	- -	- -	- -						
3.1	Servers for BCC Database		2 ea											
3.2	Storage for BCC Database		1 ea											
3.3	Servers for BCC Applications and Infrastructure Services		4 ea											
3.4	BCC DIS Server		1 ea											
4.	Supply, installation and maintenance of IFO components	- -	- -	- -	- -	- -	- -	- -						
4.1	Development, testing and acceptance of IFO system.		1 ls											

| | | | | Unit Prices / Rates | | | | | Total Prices | | | | |
| | | | | Supplied Locally | Supplied from outside the Purchaser's Country | | | | Supplied Locally | Supplied from outside the Purchaser's Country | | | |
Compo-nent No.	Component Description	Country of Origin Code	Quantity	*[insert: local currency]*	*[insert: local currency]*	*[insert: foreign currency A]*	*[insert foreign currency B]*	*[insert: foreign currency C]*	*[insert: local currency]*	*[insert: local currency]*	*[insert: foreign currency A]*	*[insert: foreign currency B]*	*[insert: foreign currency C]*
4.2	Warranty (for all IFO components)		1 year										
5	IFO training	- -	- -	- -	- -	- -	- -	- -					
5.1	End user training		20 users										
5.2	Technical training		5 users										
Subtotals (to *[insert: **line item**]* of Supply and Installation Cost Summary Table)													

Note: - - indicates not applicable.

Name of Bidder:	
Authorized Signature of Bidder:	

2.6   Recurrent Cost Sub-Table

Lot number: *Single lot procurement*

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

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

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 14 and 15 (ITB Clauses 27 and 28 in the two-stage SBD). Unit prices for the same item appearing several times in the table must be identical in amount and currency.

Component No.	Component	Maximum all-inclusive costs (for costs in *[insert: currency]*)						
		Y1	Y2	Y3	Y4	...	Yn	Sub-total for *[insert: currency]*
1.	Hardware Maintenance	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty				
2.	Software Licenses & Updates	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty				
2.1	System and General-Purpose Software	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty				
2.2	Application, Standard and Custom Software	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty				
3.	Technical Support Services							
3.1	Sr. Systems Analyst							
3.2	Sr. Programmer							
3.3	Sr. Network Specialist, ….. etc.							

Component No.	Component	Maximum all-inclusive costs (for costs in *[insert: currency]*)						
		Y1	Y2	Y3	Y4	...	Yn	Sub-total for *[insert: currency]*
4.	[Identify other recurrent costs as may apply]							
	Annual Subtotals:							- -
Cumulative Subtotal (to *[insert: **currency**]* entry for *[insert: **line item**]* in the Recurrent Cost Summary Table)								

Name of Bidder:	
Authorized Signature of Bidder:	

2.7   Country of Origin Code Table

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

3. OTHER BID FORMS AND LISTS

3.1   Manufacturer's Authorization

Invitation for Bids Title and No.:
[If applicable:] Lot, Slice, Subsystem No(s).:

To: _____

WHEREAS _____ who are official producers of
_____ and having production facilities at
_____ do hereby authorize
_____ located at
_____ (hereinafter, the "Bidder") to submit a
bid and subsequently negotiate and sign a Contract with you for resale of the following Products
produced by us:

.

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

Name   In the capacity of

Signed

Duly authorized to sign the authorization for and on behalf of : _____

Dated on _____ day of _____, _____.

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.

3.2   List of Proposed Subcontractors

	Item	Proposed Subcontractor	Place of Registration & Qualifications

3.3   Software List

Software Item	(select one per item)			(select one per item)	
	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

3.4   List of Custom Materials

Custom Materials

3.5.1 General Information Form

All individual firms and each partner of a Joint Venture that are bidding must complete the information in this form. Nationality information should be provided for all owners or Bidders that are partnerships or individually owned firms.

Where the Bidder proposes to use named Subcontractors for highly specialized components of the Information System, the following information should also be supplied for the Subcontractor(s), together with the information in Forms 3.5.2, 3.5.3, 3.5.3a, 3.5.4, and 3.5.5. Joint Ventures must also fill out Form 3.5.2a.

1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	Telex
5.	Place of incorporation / registration	Year of incorporation / registration

Nationality of owners[1]	
Name	Nationality
1.	
2.	
3.	
4.	
5.	
[1]/ To be completed by all owners of partnerships or individually owned firms.	

3.5.2 General Information Systems Experience Record

Name of Bidder or partner of a Joint Venture

All individual firms and all partners of a Joint Venture must complete the information in this form with regard to the management of Information Systems contracts generally. The information supplied should be the annual turnover of the Bidder (or each member of a Joint Venture), in terms of the amounts billed to clients for each year for work in progress or completed, converted to U.S. dollars at the rate of exchange at the end of the period reported. The annual periods should be calendar years, with partial accounting for the year up to the date of submission of applications. This form may be included for Subcontractors only if the Bid Data Sheet for ITB Clause 6.1 (a) explicitly permits experience and resources of (certain) Subcontractors to contribute to the Bidder's qualifications.
A brief note on each contract should be appended, describing the nature of the Information System, duration and amount of contract, managerial arrangements, purchaser, and other relevant details.
Use a separate page for each partner of a Joint Venture, and number these pages.
Bidders should not enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications.

Annual turnover data (applicable activities only)		
Year[1]	Turnover	US$ equivalent
1.		
2.		
3.		
4.		
5.		
[1]/ Commencing with the partial year up to the date of submission of bids		

3.5.2a Joint Venture Summary

Names of all partners of a Joint Venture
1. Partner in charge
2. Partner
3. Partner
4. Partner
5. Partner
6. etc.

Total value of annual turnover, in terms of Information System billed to clients, in US$ equivalent, converted at the rate of exchange at the end of the period reported:

Annual turnover data (applicable activities only; US$ equivalent)						
Partner	Form 3.5.2 page no.	Year 1	Year 2	Year 3	Year 4	Year 5
1. Partner in charge						
2. Partner						
3. Partner						
4. Partner						
5. Partner						
6. Etc.						
Totals						

3.5.3 Particular Information Systems Experience Record

Name of Bidder or partner of a Joint Venture

On separate pages, using the format of Form 3.5.3a, the Bidder is requested to list contracts of a similar nature, complexity, and requiring similar information technology and methodologies to the contract or contracts for which these Bidding Documents are issued, and which the Bidder has undertaken during the period, and of the number, specified in the BDS for ITB Clause 6.1 (a). Each partner of a Joint Venture should separately provide details of its own relevant contracts. The contract value should be based on the payment currencies of the contracts converted into U.S. dollars, at the date of substantial completion, or for ongoing contracts at the time of award.

3.5.3a Details of Contracts of Similar Nature and Complexity

Name of Bidder or partner of a Joint Venture

Use a separate sheet for each contract.

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Purchaser	
3.	Purchaser address	
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued	
5.	Contract role (check one) ☐Prime Supplier ☐ Management Contractor ☐ Subcontractor ☐ Partner in a Joint Venture	
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Currency Currency Currency	
7.	Equivalent amount US$ Total contract: $_____; Subcontract: $_____; Partner share: $_____;	
8.	Date of award/completion	
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed US$ _____ equivalent under/over original contract amount (if over, provide explanation).	
11.	Special contractual/technical requirements.	
12.	Indicate the approximate percent of total contract value (and US$ amount) of Information System undertaken by subcontract, if any, and the nature of such Information System.	

3.5.4 Summary Sheet: Current Contract Commitments / Work in Progress

Name of Bidder or partner of a Joint Venture

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.

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

3.5.5 Financial Capabilities

Name of Bidder or partner of a Joint Venture

Bidders, including each partner of a Joint Venture, shall provide financial information to demonstrate that they meet the requirements stated in the BDS for ITB Clause 6.1 (a). Each Bidder or partner of a Joint Venture shall complete this form. If necessary, separate sheets shall be used to provide complete banker information. A copy of the audited balance sheets shall be attached.

Autonomous subdivisions of parent conglomerate businesses shall submit financial information related only to the particular activities of the subdivision.

Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

Summarize actual assets and liabilities in U.S. dollar equivalent (at the rates of exchange current at the end of each year) for the previous five calendar years. Based upon known commitments, summarize projected assets and liabilities in U.S. dollar equivalent for the next two calendar years, unless the withholding of such information by stock market listed public companies can be substantiated by the Bidder.

Financial information in US$ equivalent	Actual: Previous five years					Projected: Next two years	
	5	4	3	2	1	1	2
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
5. Profits before taxes							
6. Profits after taxes							

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 construction cash flow demands of the subject contract or contracts as indicated in the BDS for ITB Clause 6.1 (a).

Source of financing	Amount (US$ equivalent)
1.	
2.	
3.	
4.	

Attach audited financial statements—including, as a minimum, profit and loss account, balance sheet, and explanatory notes—for the period stated in the BDS for ITB Clause 6.1 (a) (for the individual Bidder or each partner of a Joint Venture).

If audits are not required by the laws of Bidders' countries of origin, partnerships and firms owned by individuals may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns,

3.5.6 Personnel Capabilities

Name of Bidder

For specific positions essential to contract management and implementation (and/or those specified in the Bidding Documents, if any), Bidders should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one Form 3.5.6a for each candidate.

Bidders may propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided.

1.	Title of position
	Name of prime candidate
	Name of alternate candidate
2.	Title of position
	Name of prime candidate
	Name of alternate candidate
3.	Title of position
	Name of prime candidate
	Name of alternate candidate
4.	Title of position
	Name of prime candidate
	Name of alternate candidate

3.5.6a Candidate Summary

Name of Bidder

Position		Candidate ☐ Prime ☐ Alternate
Candidate information	Name of candidate	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Telex
	Job title of candidate	Years with present Employer

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

From	To	Company/Project/ Position/Relevant technical and management experience

3.5.7 Technical Capabilities

Name of Bidder

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

3.5.8 Litigation History

Name of Bidder or partner of a Joint Venture

Bidders, including each of the partners of a Joint Venture, shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a Joint Venture.

Year	Award FOR or AGAINST Bidder	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value, US$ equivalent)

4A. BID SECURITY (BANK GUARANTEE)

_____

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

Beneficiary: *[insert: **Name and Address of Purchaser**]*

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

BID GUARANTEE No.: *[insert: **Bid Guarantee Number**]*

We have been informed that *[insert: **name of the Bidder**]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert: **bid date**]* (hereinafter called "the Bid") for the execution of *[insert: **name of contract**]* under Invitation for Bids No. *[insert: **IFB number**]*.

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee, and that the bid guarantee automatically covers any alternative bids included in the Bid, if the Bidder is permitted to offer alternatives and does so.

At the request of the Bidder, we *[insert: **name of Bank**]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert: **amount in figures**]* (*[insert: **amount in words**]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a)   has withdrawn the Bid (or any parts of it) during the period of bid validity specified by the Bidder in the Bid Submission Form or any extension of the period of bid validity which the Bidder subsequently agreed to; or

(b)   having been notified of the acceptance of the Bid by you during the period of bid validity, (i) failed or refused to execute the Contract Agreement, or (ii) failed or refused to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bid's 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, ICC Publication No. 458.

_____

[Signature(s)]

[Note to Bidders: Instructions on amount and currency can be found in the ITB Clause and BDS for "Securing the Bid." Joint Ventures need to also ensure that their Bank Guarantee meets the requirements for Joint Ventures as provided in the same Clause.]

5. CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made
the *[insert: ordinal]* 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) *[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

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

and Terms of Payment	*figures],* plus *[insert: amount of foreign currency B in words], [insert: amount in figures],* plus *[insert: amount of foreign currency C in words], [insert: amount in figures], [insert: amount of local currency in words], [insert: amount in figures],* as specified in the Grand Summary Price Schedule.

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified.

Article 3.	3.1	Effective Date (Reference GCC Clause 1.1 (e) (ix))

Effective Date for Determining Time for Operational Acceptance

The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:

(a)   This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;

(b)   The Supplier has submitted to the Purchaser the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause 13.3;

(c)   The Purchaser has paid the Supplier the advance payment, in accordance with GCC Clause 12;

(d)   *[specify here: any other conditions, for example, opening/confirmation of letter of credit].*

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

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

Article 4.	4.1	The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

Appendixes

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

APPENDIXES

Appendix 1.   Supplier's Representative

Appendix 2.   Adjudicator *[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, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]*

     Fallback address of the Supplier: *[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, 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 6.1.3, the agreed-upon fees and reimbursable expenses are:

Hourly Fees: *[insert: hourly fees]*

Reimbursable Expenses: *[list: reimbursables]*

Pursuant to GCC Clause 6.1.4, if at the time of Contract signing, agreement has not been reached between the Purchaser and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

Appendix 3. List of Approved Subcontractors

The Purchaser has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the Purchaser of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Purchaser reasonable time for review. In accordance with GCC Clause 20.1, the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Purchaser and their names have been added to this list of Approved Subcontractors, subject to GCC Clause 20.3.

[specify: item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its bid and that the Purchaser approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary.]

ำ	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.

Software Item	(select one per item)			(select one per item)	
	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

Appendix 5. Custom Materials

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

Custom Materials

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 18.3, 26.2, and 33.1 (ITB Clauses 30.3, 38.2, and 45.1 in the two-stage SBD).

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).

6. PERFORMANCE AND ADVANCE PAYMENT SECURITY FORMS

6.1   Performance Security Form (Bank Guarantee)

_____

*[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**]*

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**]* (hereinafter called "the Supplier"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert: **amount(s)**[8] **in figures and words**]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your 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)**[8] **in figures and words**]*. This remaining guarantee shall expire no later than *[insert: **number** and select: **of months/of years** (of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate for the System,[9] 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, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20 (a) is hereby excluded.

_____

[Signature(s)]

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[8]   *The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

[9]   *In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.*

6.2 Advance Payment Security Form (Bank Guarantee)

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

Beneficiary: *[insert: Name and Address of Purchaser]*

Date: *[insert: date]*

ADVANCE PAYMENT GUARANTEE No.: *[insert: Advance Payment Guarantee Number]*

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**]* (hereinafter called "the Supplier"). 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 Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total the amount of the advance payment referred to above, upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligations under the Contract because the Supplier used the advance payment for purposes other than toward the proper execution of the Contract.

It is a condition for any claim and payment to be made under this guarantee that the advance payment referred to above must have been received by the Supplier on its account *[insert: **number and domicile of the account**]*.

For each payment after the advance payment, which you will make to the Supplier under this Contract, the maximum amount of this guarantee shall be reduced by the ninth part of such payment.[10] At the time at which the amount guaranteed becomes nil, this guarantee shall become null and void, whether the original is returned to us or not.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

_____
[Signature(s)]

---

[10]   *This sample formulation assumes an Advance Payment of 10% of the Contract Price excluding Recurrent Costs, and implementation of the main option proposed by this SBD in the SCC for GCC Clause 13.2.2 for gradually reducing the value of the Advance Payment Security. If the Advance Payment is other than 10%, or if the reduction in amount of the security follows a different approach, this paragraph would need to be adjusted and edited accordingly.*

7. INSTALLATION AND ACCEPTANCE CERTIFICATES

7.1   Installation Certificate

Date: *[insert: date]*
Loan/Credit Number: *[insert: loan or credit number from IFB]*
IFB: *[insert: title and number of IFB]*
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 state the title of a higher level authority in the Purchaser's organization]*

7.2   Operational Acceptance Certificate

Date: *[insert: date]*
Loan/Credit Number: *[insert: loan or credit number from IFB]*
IFB: *[insert: title and number of IFB]*
Contract: *[insert: name of System or Subsystem and number of Contract]*

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

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the *[insert: name of Purchaser]* (hereinafter the "Purchaser") dated *[insert: date of Contract],* relating to the *[insert: brief description of the Information System],* we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Purchaser hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1.   Description of the System (or Subsystem or major component): *[insert: description]*
2.   Date of Operational Acceptance: *[insert: date]*

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

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

8. CHANGE ORDER PROCEDURES AND FORMS

Date: *[insert: date]*
Loan/Credit Number: *[insert: loan or credit number from IFB]*
IFB: *[insert: title and number of IFB]*
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

8.1   Request for Change Proposal Form
8.2   Change Estimate Proposal Form
8.3   Estimate Acceptance Form
8.4   Change Proposal Form
8.5   Change Order Form
8.6   Application for Change Proposal Form

8.1   Request for Change Proposal Form

(Purchaser's Letterhead)

Date: *[insert: date]*
Loan/Credit Number: *[insert: loan or credit number from IFB]*
IFB: *[insert: title and number of IFB]*
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 higher level authority in the Purchaser's organization]**

8.2   Change Estimate Proposal Form

(Supplier's Letterhead)

Date: *[insert: date]*
Loan/Credit Number: *[insert: loan or credit number from IFB]*
IFB: *[insert: title and number of IFB]*
Contract: *[insert: name of System or Subsystem and number of Contract]*

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

Dear Sir or Madam:

        With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1.   Title of Change: *[insert: title]*

2.   Request for Change No./Rev.: *[insert: number]*

3.   Brief Description of Change (including proposed implementation approach): *[insert: description]*

4.   Schedule Impact of Change (initial estimate): *[insert: description]*

5.   Initial Cost Estimate for Implementing the Change: *[insert: initial cost estimate]*

6.   Cost for Preparation of Change Proposal: *[insert: cost in the currencies of the Contract],* as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier

Signed:
Date:
in the capacity of: *[state: "Supplier's Representative" or other higher level authority in the Supplier's organization]*

8.3   Estimate Acceptance Form

(Purchaser's Letterhead)

Date: *[insert: date]*
Loan/Credit Number: *[insert: loan or credit number from IFB]*
IFB: *[insert: title and number of IFB]*
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:

    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 higher level authority in the Purchaser's organization]*

8.4   Change Proposal Form

(Supplier's Letterhead)

Date: *[insert: date]*
Loan/Credit Number: *[insert: loan or credit number from IFB]*
IFB: *[insert: title and number of IFB]*
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 other higher level authority in the Supplier's organization]*

8.5   Change Order Form

(Purchaser's Letterhead)

Date: *[insert: date]*
Loan/Credit Number: *[insert: loan or credit number from IFB]*
IFB: *[insert: title and number of IFB]*
Contract: *[insert: name of System or Subsystem and number of Contract]*

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

Attention: *[insert: name and title]*

Dear Sir or Madam:

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

1.   Title of Change: *[insert: name]*

2.   Request for Change No./Rev.: *[insert: request number / revision]*

3.   Change Order No./Rev.: *[insert: order number / revision]*

4.   Originator of Change: *[select: Purchaser / Supplier; and add: name]*

5.   Authorized Price for the Change:
     Ref. No.: *[insert: number]*   Date: *[insert: date]*

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

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

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

For and on behalf of the Purchaser
Signed:
Date:
in the capacity of: *[state: "Project Manager" or higher level authority in the Purchaser's organization]*

For and on behalf of the Supplier

Signed:
Date:
in the capacity of: *[state "Supplier's Representative" or higher level authority in the Supplier's organization]*

8.6   Application for Change Proposal Form

(Supplier's Letterhead)

Date: *[insert: date]*
Loan/Credit Number: *[insert: loan or credit number from IFB]*
IFB: *[insert: title and number of IFB]*
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 higher level authority in the Supplier's organization]*