GOVERNMENT OF THE REPUBLIC OF GHANA

Republic of Ghana

Ministry of Communication, Digital Technology and Innovations

INTERNATIONAL COMPETITIVE BIDDING

Revised Request for Bids Non-Consulting Services - Two-envelope with Rated Criteria

Design, Development, Operations and Maintenance of the eGovernment Digital Services Platform

Employer: Ministry of Communication, Digital Technology and Innovation

Project: Ghana Digital Accelerated Project

Country: Republic of Ghana

Credit No. IDA 70960-GH

RFB No: GDAP/Comp2.1.1 - GH-MOCDTI-535504-NC-RFB.

Issued on: June 09, 2026

Specific Procurement Notice

Request for Bids
Non-Consulting Services

Employer: Ministry of Communication, Digital Technology and Innovation

Project: Ghana Digital Accelerated Project (GDAP)

Contract title: The Redesign, Development, Operations and Maintenance of the eGovernment Digital Services Platform

Country: Republic of Ghana

Credit No.: IDA 70960-GH

RFB No: GDAP/Comp2.1.1 - GH-MOCDTI-535504-NC-RFB

Issued on: 9th June 2026

1. The Government of the Republic of Ghana has received financing from the World Bank toward the cost of the Ghana Digital Acceleration Project (GDAP), and intends to apply part of the proceeds toward payments under the contract for **DESIGN, DEVELOPMENT, OPERATIONS AND MAINTENANCE OF THE eGOVERNMENT DIGITAL SERVICES PLATFORM**. For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.

2. The Ministry of Communication, Digital Technology and Innovations (MoCDTI) now invites sealed Bids from eligible Bidders for the Ghana.gov Revamp Project comprising of two interconnected components:

   A. **eGovernment Digital Service Platform** – a centralized digital services portal enabling efficient delivery of government services.

   B. **Ghana.gov Citizens App** – a mobile interface enhancing citizen engagement and access to public services.

   The selected vendor is expected to design, build, finance, and operate a secure, user-centric, and interoperable platform aligned with Ghana's Digital Economy Policy, the National Enterprise Architecture (GGEA/eGIF), and international standards such as Digital Public Goods (DPG) principles. The scope of work is organized into five key components:

   The vendor as part of the scope of work will undertake the following

   - Discovery, Assessment and Design
   - Platform Architecture and Solution Design

- Development, Implementation and Migration
- Capacity Building, Knowledge Transfer and Sustainability
- Documentation and Project Delivery
- Managed Service for the Platform for a five-year period

3. Bidding will be conducted through international competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers -" 7th Edition, September 2025 ("Procurement Regulations") and is open to all eligible Bidders as defined in the Procurement Regulations.

4. Bids will be evaluated in accordance with the evaluation process set out in the bidding documents. The following weightings shall apply for Rated Criteria (including technical and non-price factors): **80%** and for Bid cost: **20%**

5. Interested eligible Bidders may obtain further information from the address below and inspect the bidding document during office hours 0900 to 1700 at the address given below.

6. The bidding document in English may be purchased by interested eligible Bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee of **GH¢2,000.00.** The method of payment will be cash or bank draft in the name of the Ministry of Communication, Digital Technology and Innovations. The document will be sent by either email, courier or pickup. Cost of courier service shall be borne by prospective bidders.

7. Bids must be delivered to the address below on or before 10:00GMT, **6th August 2026**. Electronic Bidding **will not** be permitted. **Late Bids will be rejected**. The outer Bid envelopes marked "ORIGINAL BID", and the inner envelopes marked "TECHNICAL PART" will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend, at the address below at 10:00GMT **6th August 2026**. All envelopes marked "FINANCIAL PART" shall remain unopened and will be held in safe custody of the Employer until the second public Bid opening.

8. All Bids must be accompanied by a **Bid Security** in the amount of **US$100,000.00** for bank guarantee or **US$500,000.00** in case of an Insurance bond.

9. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.

10. The address(es) referred to above is (are):

Address for Download and/or Purchase of Bidding Documents	**Address for Submission of Bids**
The Chief Director Attn: The Project Coordinator: Ghana Digital Acceleration Project (GDAP) Project Rooms 39 Fifth Floor, Ministry of Communication, Digital Technology and Innovation Office Complex Abdul Diouf Street, near Kofi Annan ICT Centre of Excellence P.O. Box M.38, Ministries, Accra Ghana Digital Address: GA-079-0539 To Email: pcu.gdap@moc.gov.gh URL.: www.moc.gov.gh	The Chief Director Attn: The Project Coordinator: Ghana Digital Acceleration Project (GDAP) Six Floor, Conference Room Ministry of Communication, Digital Technology and Innovation Office Complex Abdul Diouf Street, near Kofi Annan ICT Centre of Excellence P.O. Box M.38, Ministries, Accra Ghana Digital Address: GA-079-0539

Request for Bids
Non-Consulting Services

Procurement of:
Design, Development, Operations and Maintenance of the eGovernment Digital Services Platform

RFB No: GDAP/Comp2.1.1 - GH-MOCDTI-535504-NC-RFB
Project: Ghana Digital Accelerated Project (GDAP)
Employer: Ministry of Communication, Digital Technology and Innovation
Country: Republic of Ghana
Issued on: 9th June 2026

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Section I - Instructions to Bidders

A. General

1. Scope of Bid

1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this RFB procurement are specified in the BDS.

1.2 Throughout this bidding document:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays;

(d) "ES" means environmental and social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

(e) "Sexual Exploitation and Abuse" "(SEA)" means the following:

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

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

(f) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider's Personnel with other Service Provider's or Employer's Personnel;

(g) "Service Provider's Personnel" is as defined in GCC Sub-Clause 1.1; and

(h) "Employer's Personnel" is as defined in GCC Sub-Clause 1.1.

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

1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.

2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in the BDS, toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.

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

3. Fraud and Corruption

3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b) receives or has received any direct or indirect subsidy from another Bidder; or

(c) has the same legal representative as another Bidder; or

(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or

(e) or any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or

(f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or

(g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

(h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a sub-contractor in more than one Bid.

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

4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph

2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.

4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.

4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.9 This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 18.4.

4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

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

5. Qualification of the Bidder

5.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of Bidders has been undertaken as stated in ITB 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

6. Sections of Bidding Document

6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.

PART 1: Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2: Employer's Requirements

- Section VII - Employer's Requirements

PART 3: Contract

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Bids (RFB) or the notice to prequalified Bidders, as the case may be issued by the Employer is not part of this bidding document.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 9. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

7. **Site Visit**

7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the locations of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the locations of required Services and its surroundings shall be at the Bidder's own expense.

8. **Clarification of Bidding Document**

8.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS**. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 9 and ITB 23.2.

9. **Amendment of Bidding Document**

9.1 At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda.

9.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 8.1.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.2 below.

B. Preparation of Bids

10. **Cost of Bidding**

10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

11. **Language of Bid**

11.1 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in**

the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

12. **Documents Comprising the Bid**

12.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked "ORIGINAL BID".

12.2 The Technical Part shall contain the following:

(a) **Letter of Bid** -Technical Part, prepared in accordance with ITB 13;

(b) **Bid Security or Bid-Securing Declaration** in accordance with ITB 20.1;

(c) **Alternative Bid** - Technical Part:: if permissible in accordance with ITB 14, the Technical Part of any Alternative Bid;

(d) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;

(e) **Qualifications:** documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;

(f) **Bidder's Eligibility**: documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid;

(g) **Conformity**: documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and

(h) any other document required **in the BDS.**

12.3 The Financial Part shall contain the following:

(a) Letter of Bid – Financial Part: prepared in accordance with ITB 13 and ITB 15;

(b) **Schedule:** Priced Activity Schedule completed in accordance with ITB 13 and ITB 15;

(c) Alternative Bid - Financial Part: if permissible in accordance with ITB 14, the Financial Part of any Alternative Bid; and

(d) any other document required **in the BDS**.

12.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.

12.5 In addition to the requirements under ITB 12.2, Bids submitted by a JV shall include in the Technical Part a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

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

13. **Letters of Bid and Priced Activity Schedule**

13.1 The Letter of Bid - Technical Part, Letter of Bid- Financial Part and Priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.

14. **Alternative Bids**

14.1 Unless otherwise indicated **in the BDS**, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Employer.

14.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

14.3 14.3 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section VII, Employer's Requirements.

15. **Bid Prices and Discounts**

15.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid - Financial Part and in the Priced Activity Schedule(s) shall conform to the requirements specified below.

15.2 All lots (contracts) and items must be listed and priced separately in the Priced Activity Schedule(s).

15.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications, based on the Priced Activity Schedule, submitted by the Bidder.

15.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 13.1.

15.5 The Bidder shall fill in rates and prices for all items of the Services described in the Specifications, and listed in the Activity Schedule in Section VII, Employer's Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Priced Activity Schedule.

15.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.

15.7 If provided for **in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

15.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.

16. **Currencies of Bid and Payment**

16.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Employer's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Employer's Country, unless otherwise specified **in the BDS**.

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

16.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump-sum are reasonable and responsive to ITB 16.1 and 16.2.

17. **Documents Establishing Conformity of Services**

To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Employer's Requirements.

Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Employer's Requirements.

18. **Documents Establishing the Eligibility and Qualifications of the Bidder**

18.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

18.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.

18.4 In the event that prequalification of Bidders has been undertaken as stated in **the BDS**, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.

18.5 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid, if applicable, (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor whose qualifications were considered to prequalify the Applicant) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the notice for RFB sent to the prequalified Bidders.

18.6 If prequalification has not taken place before Bidding, the qualification criteria for the Bidders are specified in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Bids

19.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance with ITB 9. A Bid that is not valid until the date specified **in the BDS,** or any extended date if amended by the Employer in accordance with ITB 9, shall be rejected by the Employer as nonresponsive.

19.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.

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

(a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS;**

(b) in the case of adjustable price contracts, no adjustment shall be made; or

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

20. Bid Security

20.1 The Bidder shall furnish as part of the Technical Part its Bid, either a Bid-Securing Declaration or a Bid security, as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.

20.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:

(a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security specified **in the BDS**,

from a reputable source and an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 19.2.

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

20.5 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 46.

20.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

20.7 The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 45; or

(ii) furnish a performance security in accordance with ITB 46.

20.8 The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.5.

20.9 If a Bid Security is not required in the BDS, pursuant to ITB 20.1, and

(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or

(a) if the successful Bidder fails to:

(ii) sign the Contract in accordance with ITB 45; or

(iii) furnish a performance security in accordance with ITB 46;

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

21. **Format and Signing of Bid**

21.1 The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 12 and ITB 22.

21.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

21.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

21.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

21.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

C. Submission of Bids

22. **Sealing and Marking of Bids**

22.1 The Bidder shall deliver the Bid in two separate, sealed envelopes (the Technical Part and the Financial Part). These two envelopes shall be enclosed in a separate sealed outer envelope marked "Original BID". In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked "COPIES: TECHNICAL PART". Copies of the Financial Part shall be placed in a separate sealed envelope marked "COPIES: FINANCIAL PART". The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked "BID COPIES". In the event of any discrepancy between the original and the copies, the original shall prevail.

If alternative Bids are permitted in accordance with ITB 14, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked "ALTERNATIVE BID – TECHNICAL PART" and the Financial Part shall be placed in a sealed envelope marked "ALTERNATIVE BID – FINANCIAL PART" and these two separate sealed envelopes then enclosed within a sealed outer envelope marked "ALTERNATIVE BID – ORIGINAL", the copies of the alternative Bid will be placed in separate sealed envelopes marked "ALTERNATIVE BID – COPIES OF TECHNICAL PART", and "ALTERNATIVE BID – COPIES OF FINANCIAL PART" and enclosed in a separate sealed outer envelope marked "ALTERNATIVE BID - COPIES".

22.2 The envelopes marked "ORIGINAL BID" and "BID COPIES" (and, if appropriate, a third envelope marked "ALTERNATIVE BID") shall be enclosed in a separate sealed outer envelope for submission to the Employer.

22.3 All inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Employer in accordance with ITB 23.1;

(c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and

(d) bear a warning not to open before the time and date for Bid opening.

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

23. Deadline for Submission of Bids

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

23.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

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

25. Withdrawal, Substitution and Modification of Bids

25.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.

25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.

No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

D. Public Opening of Technical Parts of Bids

26. Public Bid Opening of Technical Parts of Bids

26.1 Except as in the cases specified in ITB 24 and ITB 25.2, the Employer shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified **in the BDS**.

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

26.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

26.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.

26.5 Next, all other envelopes marked "TECHNICAL PART" shall be opened one at a time. All envelopes marked "SECOND ENVELOPE: Financial PART" shall remain sealed and kept by the Employer in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part parts of the Bids. On opening the envelopes marked "TECHNICAL PART" the Employer shall read out: the name of the Bidder, the presence or the absence of a Bid Security, or Bid-Securing Declaration, if required, and whether there is a modification; and Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.

26.6 Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further for evaluation. The Letter of Bid- Technical Part and the separate sealed envelope marked "SECOND ENVELOPE: FINANCIAL PART" are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.

26.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).

26.8 The Employer shall prepare a record of the Technical Parts of Bid opening that shall include, as a minimum:

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

(b) the receipt of envelopes marked "SECOND ENVELOPE: FINANCIAL PART"; and

(c) if applicable, any alternative Bid- Technical Part;

(d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.

26.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation of Bids – General Provisions

27. Confidentiality

27.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with ITB 32. Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part, and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the RFB process until the Notification of Intention to Award the Contract is transmitted to Bidders in accordance with ITB 41.

27.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.

27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Employer may, at the Employer's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Priced Activity Schedule, and other information that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 34.

28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

29. Nonmaterial Nonconformities

29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonmaterial nonconformities in the Bid.

29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the

Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

F. Evaluation of Technical Part of Bids

30. **Determination of Responsiveness, Eligibility and Qualifications**

30.1 The Employer's determination of the Technical Part's responsiveness shall be based on the contents of the Bid itself, as specified in ITB 12.

Preliminary examination of the Technical Part shall be carried out to identify proposals that are incomplete, invalid, or substantially nonresponsive to the requirements of the Bidding documents. A substantially responsive Bid is one that materially conforms to the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

30.2 The Employer shall determine to its satisfaction whether the Bidders that have been assessed to have submitted substantially responsive Bids are eligible, and meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

30.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's eligibility and qualifications submitted by the Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm.

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

30.5 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation specified in ITB 31.

31. **Detailed Evaluation of Technical Part**

31.1 The Employer's evaluation of Technical Part will be carried out as specified in Section III, Evaluation and Qualification Criteria

31.2 The scores and weightings to be given to Rated Criteria (including technical and non-price) factors and sub factors) are specified **in the BDS**.

G. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts

32. **Notification of Evaluation of Technical Parts and Public Opening of Financial Parts**

32.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Employer shall notify in writing those Bidders whose Bids were considered substantially non-responsive to the bidding document or failed to meet the eligibility and qualification requirements, advising them of the following information:

(a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;

(b) their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" will be returned to them unopened after the completion of the selection process and the signing of the Contract; and

(c) notify them of the date, time and location of the public opening of the envelopes marked "SECOND ENVELOPE: FINANCIAL PART".

32.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements, advising them of the following information:

(a) their Bid has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements;

(b) their envelope marked "SECOND ENVELOPE: FINANCIAL PART" will be opened at the public opening of the Financial Parts; and

(c) notify them of the date, time and location of the second public opening of the envelopes marked "SECOND ENVELOPE: FINANCIAL PART" as specified **in the BDS**.

32.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 32.1 and 32.2. However, if the Employer receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 48.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend.

32.4 At this public opening, the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the eligibility and qualification requirements and whose bids were evaluated as substantially responsive will have their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" opened at the second public opening. Each of these envelopes marked "SECOND ENVELOPE: FINANCIAL PART" shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, the technical score and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.

32.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner specified **in the BDS.**

32.6 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked "SECOND ENVELOPE: FINANCIAL PART" at this public opening.

32.7 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:

(a) the name of the Bidder whose Financial Part was opened;

(b) the Bid price, per lot (contract) if applicable, including any discounts; and

(c) if applicable, any Alternative Bid- Financial Part.

32.8 The Bidders whose envelopes marked "SECOND ENVELOPE: FINANCIAL PART" have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

H. Evaluation of Financial Part of Bids

33. **Adjustments for Nonmaterial Nonconformities**

Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate

34. **Correction of Arithmetic Errors**

34.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetic errors on the following basis:

(a) if there is discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

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

34.2 Bidders shall be requested to accept correction of arithmetic errors. Failure to accept the correction in accordance with ITB 34.1, shall result in the rejection of the Bid.

35. **Evaluation Process, Financial Parts**

35.1 To evaluate the Financial Part, the Employer shall consider the following:

(a) price adjustment for correction of arithmetic errors in accordance with ITB 34.1;

(b) price adjustment due to discounts offered in accordance with ITB 15.4;

(c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB 36;

(d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 33.1;

(e) excluding provisional sums and the provision, if any, for contingencies in the Priced Activity Schedule but including Daywork, when requested in the Specifications; and

(f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.2 If price adjustment is allowed in accordance with ITB 15.7**,** the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

35.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Bid using the methodology specified in in Section III, Evaluation and Qualification Criteria. **Discounts that are conditional on the award of more than one lot or slice shall not be considered for Bid evaluation**.

36. Conversion to Single Currency and Margin of Preference

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

36.2 Margin of domestic preference shall not apply.

37. Abnormally Low Bids

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

37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

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

I. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award

38. **Evaluation of combined Technical and Financial Parts**

38.1 The Employer's evaluation of responsive Bids will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified **in the BDS**. The Employer will rank the Bids based on the evaluated Bid score (B).

38.2 The Employer will determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score.

39. **Employer's Right to Accept Any Bid, and to Reject Any or All Bids**

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

40. **Standstill Period**

40.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply

41. **Notification of Intention to Award**

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

(a) the name and address of the Bidder submitting the successful Bid;

(b) the Contract price of the successful Bid;

(c) the total combined score of the successful Bidder;

(d) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated and technical scores;

(e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;

(f) the expiry date of the Standstill Period; and

(g) instructions on how to request a debriefing or submit a complaint during the standstill period.

J. Award of Contract

42. **Award Criteria**	1.1	Subject to ITB 39, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid.
43. **Notification of Award**	43.1	Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 40.1, or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
	43.2	Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information: (a) name and address of the Employer; (b) name and reference number of the contract being awarded, and the selection method used; (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated; (d) name of Bidders whose Bids were rejected and the reasons for their rejection; (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and (f) successful Bidder's Beneficial Ownership Disclosure Form.
	43.3	The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette.
	43.4	Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
44. **Debriefing by the Employer**	44.1	On receipt of the Borrower's Notification of Intention to Award referred to in ITB 41, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The

Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

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

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

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

45. **Signing of Contract**

45.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.

45.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

46. **Performance Security**

46.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

47. **Adjudicator**

47.1 The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this Bid, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

48. **Procurement Related Complaint**

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

Section II - Bid Data Sheet (BDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	**A. General**
ITB 1.1	The reference number of the Request for Bids (RFB) is **GDAP/Comp2.1.1 - GH-MOCDTI-535504-NC-RFB** The Employer is: **Government of the Republic of Ghana represented by Ministry of Communication, Digital Technology and Innovations** The name of the RFB is: **The Design, Development, Operations and Maintenance of the eGovernment Digital Services Platform** The number and identification of lots (contracts) comprising this RFB is: **One (1)**
ITB 1.2(a)	
ITB 1.3	The Intended Completion Date is **Six Months**
ITB 2.1	The Borrower is: **Government of the Republic of Ghana represented by Ministry of Communication, Digital Technology and Innovation______** Financing Agreement amount: **US$100 Million** The name of the Project is: **Ghana Digital Accelerated Project (GDAP)**
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: **Three (3)**
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.
	B. Contents of Bidding Document
ITB 8.1	For **Clarification of Bid purposes** only, the Employer's address is: **The Chief Director** Attention: **Project Coordinator** **Ministry of Communication, Digital Technology and Innovation GDAP Project** **Fifth Floor, Rooms 38/39**

	Ministry of Communications and Digitalisation Building **Abdul Diouf Street, Ridge,** **Accra Ghana** Digital Address: **GA-079-0539** Electronic mail address: **pcu.gdap@moc.gov.gh;** Requests for clarification should be received by the Employer no later than **21 calendar days** prior to bid submission deadline. Web page: Web page: www.moc.gov.gh;
	C. Preparation of Bids
ITB 11.1	The language of the Bid is: **English** All correspondence exchange shall be in **English** language. Language for translation of supporting documents and printed literature is **English**
ITB 12.2 (h)	The Bidder shall submit the following additional documents in the Technical Part of its Bid: **Code of Conduct for Service Provider's Personnel** The Proposer shall submit its Code of Conduct that will apply to the Supplier's Personnel (as defined in GCC Clause 1.1) employed in the execution of the Contract at the Project Site/s to ensure compliance with the Supplier's Environmental and/or Social obligations under the Contract, as applicable. The Proposer shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Proposer may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. **Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks** The Proposer shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks: • Sexual Exploitation, and Abuse (SEA) prevention and response; • Occupational Health and Safety, Labour Management and Code of Conduct Implementation Procedures • E-waste and General Waste Management Plan • Stakeholder and Communication Management Plan

	• Digital accessibility and inclusion plan
ITB 12.3 (d)	The Bidder shall submit the following additional documents in the Financial Part of its Bid: **Not Applicable**
ITB 14.1	Alternative Bids **shall not be** considered.
ITB 14.2	Alternative times for completion **shall not be** permitted.
ITB 14.3	Alternative technical solutions shall be permitted for the following parts of the Services: **Not Applicable**
ITB 15.7	The prices quoted by the Bidder **shall not** be subject to adjustment during the performance of the Contract.
ITB 16.1	The Bidder **is** required to quote in the currency of the Employer's Country the portion of the Bid price that corresponds to expenditures incurred in that currency
ITB 18.4	Prequalification **has not** been undertaken.
ITB 19.1	The Bid shall be valid until*:* **4th December, 2026**
ITB 19.3 (a)	The Bid price shall be adjusted by the following factor(s): **Not Applicable**
ITB 20.1	A Bid Security **shall be** required. A Bid-Securing Declaration ***shall not be*** required. If a Bid Security shall be required, the amount and currency of the Bid Security shall be **US$100,000.00** in Bank Guarantee format or **US$500,000.00** in Insurance Bond and should be **valid till 4th January, 2027.**
ITB 20.3 (d)	Other types of acceptable securities: **Not Applicable**
ITB 20.9	If the Bidder performs any of the actions prescribed in ITB 20.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded a contract by the Employer for a period of, starting from the date the Bidder performs any of the actions. **Not Applicable**
ITB 21.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of**: Signed and Notorised Power of Attorney**
	D. Submission of Bids
ITB 22.1	In addition to the original of the Bid, the number of copies is:

	• One original and Four (4) hard copies plus a searchable pdf file on a USB flash memory drive
ITB 23.1	For **<u>Bid submission purposes</u>** only, the Employer's address is: **The Chief Director** Attention: **Project Coordinator** **Ministry of Communication, Digital Technology and Innovations** **GDAP Project** **Conference Room** **6th Floor** **Ministry of Communication, Digital Technology and Innovations BuildingAbdul Diouf Street, Ridge,** **Accra Ghana** Digital Address: **GA-079-0539**
ITB 23.1	**The deadline for Bid submission is:** Date: **6th August 2026** Time: **10:00 GMT.** Bidders **shall not** have the option of submitting their Bids electronically. The electronic Bid submission procedures shall be: **Not Applicable**
E. Public Opening of Technical Parts of Bids	
ITB 26.1	The Bid opening shall take place at: Street Address: **Ministry of Communication, Digital Technology and Innovation Building,** **Abdul Diouf Street, near Kofi Annan ICTCenter for Excellence** **6th Floor, Conference Room** **Accra** **Ghana** Date: **6th August 2026** Time: **10:00 GMT**
ITB 26.1	The electronic Proposal opening procedures shall be: **Not applicable**

ITB 26.6	The Letter of Bid – Technical Part and the sealed envelope marked "SECOND ENVELOPE: FINANCIAL PART" **shall** be initialed by representatives of the Employer conducting Bid opening. **Each Bid shall be initialed by all representatives and shall be numbered**
G. Evaluation of Technical Part of Bids	
ITB 31.2	The weighting to be given for Rated Criteria (including technical and non-price factors) is: **80%** The technical factors (and sub-factors if any), which for purposes of this document carry the same meaning as Rated Criteria, and the corresponding weight out of 100% are:

Category	Weight
Relevant Vendor Experience	10
Architecture Compliance & Technical Design	30
Functional Platform Capabilities	25
Project Approach & Methodology	10
Qualification & Experience of Key Staff	15
Operations, Sustainability & Support	10
Total	**100**

The number of points to be assigned to each of the above positions (**key staff)** shall be determined considering the following three sub-criteria and relevant percentage weights.

Sub-criteria	% Weight
1) General qualification (general education, training, and member of a professional body)	20%
2) Adequacy for the Assignment (relevant training, and total working experience in years in the sector/Similar Assignments)	70%
3) Relevant experience in the region (working conditions, fluency in local language and similar environment)	10%

The minimum Technical score (St) required to pass is: 80%

H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts

ITB 32.5	The Letter of Bid – Financial Part and Priced Activity Schedule shall be initialed by **Three (3)** representatives of the Employer conducting Bid opening.

	Each Financial Part of Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer.
I. Evaluation of Financial Part of Bids	
ITB 35.1 (f)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria. **Not Applicable**
ITB 36.1	The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: **Ghana Cedis (GH₵)** The source of exchange rate shall be: **Bank of Ghana** The date for the exchange rate shall be*:* **6th Augusts 2026**
J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid	
ITB 38.1	The weight to be given for cost is: **20%**
K. Award of Contract	
ITB 47	The Adjudicator proposed by the Employer is **Allen Stanley-Marbel.** The hourly fee for this proposed Adjudicator shall be **GHC1,000.00**. The biographical data of the proposed Adjudicator is as follows: Allen Stanley-Marbell is computer engineer by training and has specialised in cybersecurity, datacentres and Managed IT services and enterprise system integration. Starting out in IT support about 30 years ago, Allen has built a track record with stints in the private sector, in the development sector as well as in public service in Ghana. Over the course. He has worked in North America, UK(Europe) as well as extensively across English speaking West Africa. Allen currently runs Delectis Ghana Limited, that provides Managed IT services to clients as well as turnkey IT Project Management and consulting services. His clients run the gamut from Government, through Banking to donor/development agencies. He has led the deployment of data centres for NITA (Ghana's national data centre, with nodes in Accra and Kumasi) and the Ghana Immigration Service, and played a significant role in the establishment of a Datacentre infrastructure for the Controller and Accountant Generals Department CAGD. Allen has also had extensive experience managing and overseeing many large IT projects, engaging effectively with stakeholders from government, and development partners as

	well as equipment vendors and subcontractors through to private sector and international clients. Allen holds a Bachelors degree in computer engineering from Rutgers University and a Postgraduate Diploma in information Security from the Royal Holloway University of London.
ITB 48.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: **For the attention**: **Chief Director** **Address: Ministry of Communications and Digitalisation** **GDAP Project5th** **Floor, Room 38** **Ministry of Communications and Digitalisation Building** **Abdul Diouf Street, Ridge,** **Accra-Ghana** Digital Address: **GA-079-0539** Email address: pcu.gdap@moc.gov.gh; A copy of the complaint can be sent for the Bank's information and monitoring to: **pprocurementcomplaints@worldbank.org** In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of the Bidding Documents; **2.** the Employer's decision to exclude a Bidder from the procurement process prior to the award of contract; and **3.** the Employer's decision to award the contract.

Section III – Evaluation and Qualification Criteria

Contents

1. Qualification

If the Employer has not undertaken prequalification of potential Bidders, all Bidders shall include the following information and documents with their Bids:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) total monetary value of Services performed for each of the last seven years;

(c) experience in Services of a similar nature and size for each of the last seven years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;

(d) list of major items of equipment proposed to carry out the Contract; **Not Applicable**

(e) qualifications and experience of key site management and technical personnel proposed for the Contract;

(f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;

(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

(h) authority to the Employer to seek references from the Bidder's bankers;

(i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;

(j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price;

(k) if required by the Employer, Environmental and Social (ES) past performance declaration (see below at the end of this section); and

(l) Bidders shall include with their bids the Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration, using the form in Section IV.

Bids submitted by a joint venture of two or more firms as members shall comply with the following requirements, unless otherwise stated **below**:

(a) the Bid shall include all the information listed above for each joint venture member;

(b) the Bid shall be signed so as to be legally binding on all members;

(c) the Bid shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement;

(d) one of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and

(e) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:

(a) annual volume of Services of at least the amount specified **below;**

(b) experience as service provider in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last seven (7) years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) as specified **below;**

(c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed **in below**; **Not Applicable**

(d) Suitably qualified key personnel specified below and other key personnel that the Bidder considers appropriate to perform the Services; and

(e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified **below**.

A consistent history of litigation or arbitration awards against the Bidder or any member of a Joint Venture may result in disqualification.

At the time of Contract award, successful Bidder (including each member of a JV) shall not be subject to disqualification by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

Qualification Requirements

Joint Ventures	The information needed for Bids submitted by joint ventures is as follows:

	An Existing JV Agreement or MOU indicating an Intention to form a JV upon award of the contract. All joint venture members shall be jointly and severally liable for the Implementation of the Service Contract. The figures for each of the members of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of annual volume, experience, and liquidity; however, for a joint venture to qualify the member in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other members at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.
Annual Volume	The minimum required annual volume of Services for the successful Bidder in any of the last seven (7) years shall be: **US$20,000,000.00**
Experience	The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last seven (7) years the following: The prospective Bidder shall demonstrate that it has successfully completed at least **two (2)** contracts within the last seven (7) years prior to bid submission deadline, each with a value of at least **US$5,000,000.00**, that have been successfully and substantially completed and that are similar in nature and complexity to the proposed solution. Similar should include designing, deploying, and operating a One Stop Digital Service Platform on a National scale. The onboarding experience is also very critical to this assignment, and the Bidder should demonstrate experience in onboarding different government entities on such a platform. Experience in reusable components and API ecosystem is crucial. The successfully completed similar contracts shall be documented by a copy of an Operational acceptance certificate (or equivalent documentation satisfactory to the Purchaser) issued by the previous clients. Should contain a statement that the Purchaser can cross-check information provided by the Bidder
Essential Equipment	The essential equipment to be made available for the Contract by the successful Bidder shall be: **Not Applicable**
Key Personnel	The Bidder must demonstrate that it will assemble suitably qualified key personnel. Below are the Key Staff with the relevant qualification and experience required for the assignment.

	Project Manager (PM)
	• **Role**: End-to-end project governance, stakeholder coordination, risk/scope/budget control, and delivery alignment with the project objectives.
	• **Qualifications & Experience**:
	  o Bachelor's degree (Master's preferred) in Project Management, IT, or Business Administration. **PMP/PRINCE2 certification mandatory**.
	  o 10+ years managing **large-scale government IT projects** (>$5M budget),
	  o Expertise in Agile/Waterfall hybrid methodologies for software deployment, agency onboarding, and training.
	  o Ability to interpret technical requirements (Functional Specifications) and align teams.
	  o Experience managing 10-year operational contracts with revenue-sharing models and reverse transfer plans (Operations & Commercialization)
	
	Solution Architect
	• Role: Overall technical solution design, integration strategy, and technical governance.
	• Qualifications & Experience:
	  o Master's degree in computer science/IT or related field.
	  o 15+ years general working experience with 10+ years specific experience in enterprise integration (ESB, API management, microservices).
	  o Expertise in SOA standards (Open Group SOA RA), cloud architecture (GovCloud), and semantic data modeling (RDF, OWL).
	  o Proven experience in national-scale data exchange platforms (e.g., digital government projects).
	  o Certifications: TOGAF, AWS/Azure Solutions Architect.
	
	Lead Developer
	• Role: oversee application development activities
	• Qualifications & Experience:
	  o Bachelor's degree in software engineering, Computer Science, or related discipline
	  o 10+ years general working experience and 5+ relevant experience leading development teams on large-scale, secure web and mobile applications platforms
	  o Expertise in Backend and frontend development frameworks, Secure API Development and integration,
	  o Expertise in Code quality assurance and automated testing, Performance optimization and scalability
	  o Knowledge of IoT/event-driven architectures.
	
	Cybersecurity Specialist
	• Role: responsible for **designing, implementing, and overseeing security controls** across the platform, ensuring compliance with national cybersecurity and data protection regulations throughout the system lifecycle.
	• Qualifications & Experience:
	  o Bachelor's degree in Cybersecurity, Computer Science, or related field
	  o Professional certification such as **CISSP, CISM, CEH, or ISO 27001 Lead Implementer/Auditor**

	○ 10+ years general working experience and 5+ relevant experience securing enterprise or government digital platforms, conducting security risk assessments and coordinating penetration tests. ○ Expertise in Identity and access management (IAM, MFA, RBAC), Encryption and key management. ○ Expertise in ISO 27001, OWASP Top 10, and secure coding standards ○ Knowledgeable in cybersecurity and data protection laws **Business Process Analyst** • Role: lead **business process re-engineering (BPR)** activities, working with MDAs to translate manual or legacy processes into optimized, citizen-centric digital workflows. • Qualification & Experience ○ Bachelor's degree in business administration, Information Systems, or Public Administration ○ BPMN or CBAP certification preferred ○ 8+ years general working experience and 5+ relevant experience business process analysis, workflow digitization in public-sector institutions and service owners. ○ Expertise in Process mapping, service lifecycle modeling, Digital workflow design and optimization ○ Proven experience in Citizen-centric service design, Requirements elicitation and validation. Should also be experience in Stakeholder facilitation and change management **Quality Control Manager** • Role: **establishing and enforcing quality standards**, overseeing testing activities, and ensuring that all deliverables meet functional, non-functional, accessibility, and compliance requirements before acceptance. • Qualification & Experience ○ Bachelor's degree in Software Engineering, Quality Management, or related field ○ ISTQB or equivalent certification preferred ○ 8+ years general working experience and 5+ relevant experience leading QA and testing for large-scale digital platforms as well as managing UAT with government stakeholders. ○ Expertise in Quality assurance planning and governance, functional, non-functional, and UAT testing. ○ Proven experience in Accessibility (WCAG 2.1) and usability testing, defect management and release certification, and Continuous quality improvement processes **UI/UX Designer** • Role: **Designing intuitive, accessible, and inclusive user experiences** across the web portal and citizens mobile app, ensuring consistency across all services and channels. • Qualifications & Experience: ○ Degree in UX/UI Design, Human-Centered Design, or related field ○ 8+ years general working experience and 5+ relevant experience in designing digital platforms or mobile applications. This should include citizen-facing or service delivery systems. ○ Expertise in responsive and mobile-first design, systems and component libraries design, Prototyping, wireframing, and visual design.

	o Proven experience in WCAG 2.1 accessibility standards, User research and usability testing. **DevOps Engineer** • Role: Manage **deployment, infrastructure, automation, and operational reliability** of the platform, ensuring high availability, scalability, and secure system operations. • Qualifications & Experience o Bachelor's degree in computer science, Engineering, or related field. DevOps or cloud certification preferred o 10+ years general working experience and 5+ relevant experience in DevOps, cloud infrastructure management, and supporting production-grade digital platforms. o Expertise in Infrastructure-as-Code (IaC), containerization orchestration, CI/CD pipelines and automation. o Proven experience in Monitoring, logging, observability, Backup, disaster recovery, and uptime management. **Integration Specialist** • Role: **Integrating the portal with national systems, MDAs, and third-party platforms**, ensuring secure, reliable, and standards-based data exchange. • Qualifications and Experience o Bachelor's degree in Computer Science, Information Systems, or related field o 10+ years general working experience and 5+ relevant experience in enterprise system integration and middleware development preferably for government platforms. o Expertise in API integration (REST/SOAP), data transformation and orchestration. o Proven experience in secure interoperability, transaction traceability, Integration testing and performance tuning. **Trainer / Capacity Building Specialist** • Role: **Training government personnel, service owners, and administrators**, and ensuring effective knowledge transfer and long-term sustainability of the platform. • Qualifications & Experience o Bachelor's degree in Education, ICT, or related field. Certification in training or instructional design preferred. o 8+ years general working experience and 5+ relevant experience in delivering capacity-building programs, preferably in the public sector (both technical and non-technical). o Expertise in training needs assessment and curriculum development. The individual should also to have expertise in Development of user manuals, SOPs, and guides. o Proven experience and expertise in change management, user adoption support, knowledge transfer and sustainability planning. The individual should experience with both classroom and virtual delivery and hand-on training.

Liquid Assets	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: **US$2,000,000.00**
Subcontractors	Subcontractors' experience ***shall not*** be taken into account.

The figures for each of the members of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of (a), (b) and (e); however, for a joint venture to qualify the member in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other members at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.

Subcontractors' experience and resources ***will not be taken*** into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the Qualification Requirements above.

Declaration: Environmental and Social (ES) past performance

The Bidder (if joint venture, each member of a joint venture) shall declare, using the form in Section IV, any contract that has been suspended or terminated and/or performance security called by an employer, in the past five years, for reasons of breach of environmental or social (including Sexual Exploitation and Abuse) contractual obligations. The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

2. Evaluation of Technical Proposal

Assessment of adequacy of Technical Proposal with Requirements in accordance with ITB 31.1:

The Minimum technical requirement of the proposed solution is provided for in **Part II – Employer's Requirements** of this document.

The Rated Criteria (including technical and non-price factors, and sub factors if any) to be evaluated and the scores to be given to each factor and sub factor are specified in the BDS ITB 31.2.

Technical Proposal Scoring Methodology

Actual score to be given based on assessment of Bidders proposals meeting the requirement to be rarted from 0 to 4.

Score (of the total score for the factor/subfactor as applicable	Description	Remarks
0	Absent or Unacceptable : Required feature is absent; no relevant information to demonstrate how the	Absent or Unacceptable
1	Required feature present with deficiencies such as insufficient or information that lacks clarity	Poor
2	Sufficient information to demonstrate how the requirement will be met	Fair
3	Sufficient information to demonstrate that the requirement will be marginally exceeded	Good
4	Sufficient information that significantly exceed the requirement/proposal contributes to significant value addition	Excellent

Item No.	TECHNICAL & COMMERCIAL EVALUATION CRITERIA		Points		
			Importance Weighting (1-3)	Rating (0-4)	Sub-total
1	Relevant Vendor Experience (10%)	**Evaluation criteria**			
		General experience in large-scale ICT / digital platform delivery	2		
		Specific experience delivering national eGovernment or citizen-facing digital platforms	3		
		Experience implementing Digital Public Infrastructure (DPI) or shared government platforms	3		
		Experience integrating national identity, payment, interoperability, or trust systems	2		
2	Architecture Compliance & Technical Approach (30%)	**Evaluation criteria**			
		Compliance with the Ghana eGovernment Digital Service Platform Reference Architecture (Annex A)	2		
		Overall proposed solution architecture and alignment to the target operating model	2		
		Experience Layer Design	2		
		Infrastructure architecture, resilience, hosting, and disaster recovery design	2		
		Modular / microservices architecture and loose coupling approach	2		
		API-first architecture design	2		
		Event-driven architecture design (event broker, pub/sub, retries, observability)	2		
		Service Delivery & Orchestration Layer design	2		
		Shared Platform Services architecture	2		
		Interoperability design including NDE integration model	2		
		Payment's integration design including NDPP integration	2		
		Data and Information Layer design	2		
		Security & Trust architecture including PKI integration	2		
		Citizen App and Officer Portal architecture	2		
		Scalability, extensibility, and future-ready platform design	1		
		Governance and Assurance Layer design	1		
3	Functional Platform Capabilities (25%)	**Evaluation criteria**			
		User Management & Identity Integration	1		
		Digital Service Delivery and life-event service catalogue	1		
		Workflow & Case Management	3		
		Citizen Profile Dashboard / life-events approach	3		
		Document & Records Management including Digital Document Wallet	2		
		Communication, Support & Grievance Redressal	1		
		Analytics, Monitoring & Transparency	2		

Item No.	TECHNICAL & COMMERCIAL EVALUATION CRITERIA		Points		
			Importance Weighting (1-3)	Rating (0-4)	Sub-total
		Consent Management and privacy controls	2		
		Notification & Messaging Platform	2		
		Guarantor / Witness reusable component	2		
		Service Builder low-code / no-code capability	2		
		MDA onboarding and service configuration capability	2		
		Accessibility, usability, multilingual and inclusive design	2		
		Resilience and offline / low-connectivity continuity features	2		
4	**Project Approach & Methodology (10%)**	**Evaluation criteria**			
		Discovery & Co-Design approach	1		
		Detailed Solution Design Document (DSDD) approach and design governance	1		
		Implementation methodology and workplan	2		
		Migration, transition and MDA onboarding plan	2		
		Testing and Quality Assurance Plan	1		
		Risk management and mitigation plan	1		
		Documentation, capacity building and knowledge transfer strategy	1		
		Reverse transition / exit management framework	1		
5	**Qualification & Experience of Key Staff (15%)**	**Evaluation criteria**			
		Project Manager	2		
		Solution Architect	2		
		Lead Developer	2		
		Cybersecurity Specialist	2		
		Business Process Analyst	1		
		Quality Assurance Manager	1		
		UI/UX Designer	1		
		DevOps Engineer	1		
		Integration Specialist	2		
		Trainer / Capacity Building Lead	1		
6	**Operations, Sustainability & Support (10%)**	**Evaluation criteria**			
		Operations and Maintenance Plan	3		
		Backup, Disaster Recovery and Business Continuity Plan	3		
		Patch, release and upgrade management plan	2		
		Service level agreement and service performance management plan	3		
		User support and feedback management plan	3		
		System resource and capacity management plan	2		
		Logging, incident management, and security operations plan	3		

Item No.	TECHNICAL & COMMERCIAL EVALUATION CRITERIA		Points		
			Importance Weighting (1-3)	Rating (0-4)	Sub-total
		Developer sandbox, ecosystem enablement, and innovation support	1		
	TOTAL		**100**		**0**

The score for each sub- factor (i) within a factor (j) will be combined with the scores of sub-factors in *the* same factor as a weighted sum to form the Factor Technical Score using the following formula:

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

where:

t_{ji} = the technical score for sub- factor “i” in factor “j”,

w_{ji} = the weight of sub- factor “i” in factor “j”,

k = the number of scored sub-factors in factor “j”, and

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

The Factor *Technical* Scores will be combined in a weighted sum to form the total Technical Proposal Score using the following formula:

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

where:

S_j = the Factor Technical Score of factor “j”,

W_j = the weight of factor “j” as specified **in the BDS,**

n = the number of Factors, and

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

Alternative Technical Solutions for specified parts of the Works - Not Applicable

3. Financial Evaluation

Criteria for Financial Evaluation

In addition to the criteria listed in ITB 35.1 (a) – (e) the following criteria shall apply: **Not Applicable**

4. Combined Evaluation

The Employer will evaluate and compare the Bids that have been determined to be substantially responsive.
An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the evaluated cost and the technical merits of each Bid:

$$B \equiv \frac{Clow}{C} * X * 100 + \frac{T}{Thigh} * (1 - X) * 100$$

Where:

C = Evaluated Bid Cost
C_{low} = the lowest of all Evaluated Bid Costs among responsive Bids
T = the total Technical Score awarded to the Bid
T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids
X = weight for Cost as specified **in the BDS**

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder is qualified to perform the Contract.

5. Multiple Contracts – Not Applicable

If permitted under ITB 37.3, will be evaluated as follows:

(i) *Award Criteria for Multiple Contracts [ITB 37.3]:*
[“If not applicable state ‘Not Applicable”.]

If in accordance with ITB 1.1 Bids are invited for more than one lot or package, the contract will be awarded to the Bidder or Bidders with the Most advantageous Bid for the individual lots.

However, if a Bidder, with a Bid that is substantially responsive and with the highest evaluated score for individual lots, is not qualified for the combination of the lots, then the award will be made based on the highest total score for the combination of lots for which the Bidders are qualified.

Cross discounts for award of multiple lots will not be considered.

Section IV- Bidding Forms

Table of Forms

Letter of Bid -Technical Part

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

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

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

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

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

(a) the Technical Part, and

(b) the Financial Part

In submitting our Bid, we make the following declarations:

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

(a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's country in accordance with ITB 4.7;

(d) **Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (iii) below and delete the others*].

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

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

(ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

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

(e) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document of the following: [*insert a brief description of the Non-Consulting Services*];

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

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

(h) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 14;

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

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

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

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

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

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

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

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

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

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

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.
**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Appendix to Technical Part

The Bidder shall complete as appropriate and attach to the Letter of Bid-Technical Part, relevant documents, including the following, to demonstrate its qualifications and technical capacity to mobilize relevant resources for the contract, consistent with its proposal regarding work methods, scheduling etc., and fully in accordance with the requirements stipulated in Section VII, Employer's Requirements:

1. Bidder's qualifications;
2. Description of the Services, including demonstrating that the services will meet or exceed any specified performance requirements;
3. Method Statement;
4. Code of Conduct; and
5. Work Plan.

Bidder Information Form

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

Date: *[insert date (as day, month and year) of Bid submission*]
RFB No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*
Page ________ of_ ______ pages

1. Bidder's Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each member : *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the agency of the Employer 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

Bidder's JV Members Information Form

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

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

Page ________ of_ ______ pages

1. Bidder's Name: *[insert Bidder's legal name]*
2. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]*

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: [*attach copy]*

Place of registration: [*insert]*
Principal place of business: [*insert]*
Power of attorney of signatory of Bid: [*attach]*

1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified **in the BDS**: [*insert]*

1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer to GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			

| (b) |

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 4.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Statement of compliance with the requirements of ITB 4.2.

1.12 Environmental and Social (ES) performance declaration, if required, and Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration, using the forms included in this Section IV.

1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document.

2. Joint Ventures

2.1 The information listed in 1.1 - 1.12 above shall be provided for each member of the joint venture (and each subcontractor for the SEA/SH declaration).

2.2 The information in 1.13 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that

(a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and

(c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

3. Additional Requirements

3.1 Bidders should provide any additional information required **in the BDS**.

Environmental and Social Performance Declaration

[Note to the Employer: Include this form if applicable in accordance with Section III]

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

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's Name: *[insert full name]*
RFB No. and title: *[insert RFB number and title]*
Page *[insert page number]* of *[insert total number]* pages

<table>
<tr><td colspan="4">Environmental and Social Performance Declaration</td></tr>
<tr><td colspan="4">☐ No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Social (ES) performance, in the past five years.
☐ Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance, in the past five years. Details are described below:</td></tr>
<tr><th>Year</th><th>Suspended or terminated portion of contract</th><th>Contract Identification</th><th>Total Contract Amount (current value, currency, exchange rate and US$ equivalent)</th></tr>
<tr><td>[insert year]</td><td>[insert amount and percentage]</td><td>Contract Identification: [indicate complete contract name/ number, and any other identification]
Name of Employer: [insert full name]
Address of Employer: [insert street/city/country]
Reason(s) for suspension or termination: [indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]</td><td>[insert amount]</td></tr>
<tr><td>[insert year]</td><td>[insert amount and percentage]</td><td>Contract Identification: [indicate complete contract name/ number, and any other identification]
Name of Employer: [insert full name]
Address of Employer: [insert street/city/country]
Reason(s) for suspension or termination: [indicate main reason(s)]</td><td>[insert amount]</td></tr>
<tr><td>…</td><td>…</td><td>[list all applicable contracts]</td><td>…</td></tr>
</table>

Performance Security called by an employer(s) for reasons related to ES performance		
Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US$ equivalent)
[insert year]	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for calling of performance security: *[indicate main reason(s) e.g. gender-based violence; sexual exploitation, or sexual abuse breaches]*	*[insert amount]*

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

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

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

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

Services

The Bidder shall submit documentary evidence to demonstrate that the Services to be provided will meet or exceed the technical specifications and standards specified in Section VII, Employer's Requirements, including any specified performance requirements.

Method Statement

The Bidder shall submit its method statement for the Services to be provided.

*[**Note to the Employer**: Include the following if applicable in accordance with the Bid Data Sheet 12.1 (h); modify as appropriate]*

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 12.1 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Service Provider, and its Subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the ES provisions of the contract including those as may be more fully described in the Employer's Requirements in Section VII.]

*[In addition to submitting the **required*** ES Management Strategies and Implementation Plans, *the Bidder shall provide its proposal to demonstrate how additional sustainable procurement requirements, if any, specified in Section VII- Employer's Requirements would be addressed. The Bidder shall also provide its proposal, if any, for exceeding the sustainable procurement requirements]*

*[**Note to the Bidder**: If required, also include proposed method statement to manage cyber security risks.]*

Code of Conduct for Service Provider's Personnel Form (ES)

> ***Note to the Employer**:*
>
> ***The following minimum requirements shall not be modified**. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.*
>
> ***Delete this Box prior to issuance of the bidding documents.***

> **Note to the Bidder**:
>
> **The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified**. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.
>
> The Bidder shall initial and submit the Code of Conduct form as part of its bid.

CODE OF CONDUCT FOR SERVICE PROVIDER's PERSONNEL

We are the Service Provider, [*enter name of Service Provider*]. We have signed a contract with [*enter name of Employer*] for [*enter description of the Services*]. The Services will be carried out at [*enter the locations in the Employer's country where the Services are required, as applicable]*. Our contract requires us to implement measures to address *environmental and social risks* [***Note to Employer**: depending on the nature of the contract and assessed risks, this may be replaced with social risks*], related to the Services.

This Code of Conduct is part of our measures to deal with environmental and social risks *[**Note to Employer**: depending on the nature of the contract and assessed risks, this may be replaced with social risks]* related to the Services.

All personnel that we utilize in the execution of the Services, including the staff, labor and other employees of us and each Subcontractor, and any other personnel assisting us in the execution of the Services, are referred to as Service Provider's Personnel.

This Code of Conduct identifies the behavior that we require from the Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided.

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

REQUIRED CONDUCT

Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Service Provider's Personnel and any other person;
3. maintain a safe working environment including by:
   a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
   b. wearing required personal protective equipment;
   c. using appropriate measures relating to chemical, physical and biological substances and agents; and
   d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Service Provider's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse, and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of applicable grievance mechanism for Service Provider's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

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

1. Contact [*enter name of the individual, with relevant experience, designated by the Service provider to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Service Provider's hotline *(if any)* and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.
There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR SERVICE PROVIDER's PERSONNEL:

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

Name of Service Provider's Personnel: [insert name] Signature: ____

Date: (day month year): ____

Countersignature of authorized representative of the Service Provider:

Signature: ____

Date: (day month year): ____

ATTACHMENT 1: Behaviors constituting SEA and behaviors constituting SH

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

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

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

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

- A Service Provider's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Service Provider's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Service Provider's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Service Provider's Personnel denies a person access to the locations where the Services are executed unless he/she performs a sexual favor.
- A Service Provider's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

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

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

Work Plan

Others - Time Schedule

(to be used by Bidder when alternative Time for Completion is invited in ITB 14.2)

Form of Bid Security
(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

RFB No.: *[Employer to insert reference number for the Request for Bids]*

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

Date: *[Insert date of issue]*

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

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that ______ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of ________________ under Request for Bids No. __________ _ ("the RFB").

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

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

(a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Bidder's Letter of Bid, or any extended date provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful

Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

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

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

____

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Form of Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. ______________________

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called "the Principal"), and *[name, legal title, and address of surety],* **authorized to transact business in** *[name of country of Employer],* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Employer]* as Obligee (hereinafter called "the Employer") in the sum of *[amount of Bond]*[1] *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Employer dated the ___ day of ______, 20__, for the supply of *[name of Contract]* (hereinafter called the "Bid").

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

(a) withdraws its Bid prior to the Bid validity expiry date set forth in the Principal's Letter of Bid, or any extended date provided by the Principal; or

(b) having been notified of the acceptance of its Bid by the Employer prior to the expiry date of the Bid validity or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Employer's bidding document.

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiry of the Bid validity set forth in the Principal's Letter of Bid or any extension thereto provided by the Principal.

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

Principal: ________________________	Surety: ______________________________
Corporate Seal (where appropriate)	
________________________________	_____________________________________
(Signature)	*(Signature)*
(Printed name and title)	*(Printed name and title)*

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

Form of Bid-Securing Declaration – Not Applicable

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

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

To: *[complete name of Employer]*

We, the undersigned, declare that:

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

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

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

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

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

Name of the Bidder*__________________________________

Name of the person duly authorized to sign the Bid on behalf of the Bidder**_____________

Title of the person signing the Bid____

Signature of the person named above____

Date signed ________________________________ day of ___________________, _____

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

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

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

Letter of Bid - Financial Part

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

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

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

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

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

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Priced Activity Schedule. This accompanies the Letter of Bid- Technical Part.

In submitting our Bid, we make the following additional declarations:

(a) **Bid Validity**: Our Bid shall be valid until *[insert day, month and year in accordance with ITB 19.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;

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

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

Or

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

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

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

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

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

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules

Appendix to Financial Part

Schedule Forms

[The Bidder shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the Priced ***Activity Schedules*** *shall coincide with the List of Non-Consulting Services specified in the Employer's Requirements.]*

Priced Activity Schedule							
Currencies in accordance with ITB 16				Date: ______ RFB No: ______ Alternative No: ______ Page N° ______ of ______			
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Service No.	**Phase**	**Description of Service**	**Unit**	**Delivery Date**	**Quantity and Physical Unit**	**Unit Price**	**Total Price per Service (Col 6*7)**
1	Mobilization & Project Initiation	Project kick-off, mobilization and governance setup		2 Weeks			
		Inception report and detailed project workplan		2 Weeks			
		Stakeholder engagement and communication plan		2 Weeks			
2	Discovery & Co-Design	Current state assessment and gap analysis		4 Weeks			
		User research, workshops and service discovery		6 Weeks			
		Requirements validation and priority service identification		6 Weeks			
		Detailed UX/UI specifications and citizen journey mapping		8 Weeks			
3	Architecture & Solution Design	Detailed Solution Design Document (DSDD)		8 Weeks			
		Platform architecture, security and integration design		10 Weeks			
		Citizen App, Officer Portal and Service Builder design		10 Weeks			
		Architecture compliance review and approval		12 Weeks			
4	Development & Configuration	Environment setup (Dev/Test/UAT/Prod/DR)		12 Weeks			
		Core platform modules development		16 Weeks			
		Citizen App and Officer Portal development		18 Weeks			
		Forms, workflows and reusable components development		18 Weeks			
		API Gateway, NDE, NDPG and PKI integration		20 Weeks			
5	Migration & MDA Onboarding	Migration planning and onboarding framework		18 Weeks			
		Onboarding of 10 priority MDAs and services		22 Weeks			

Priced Activity Schedule							
Currencies in accordance with ITB 16				Date: ________________________ RFB No: ____________________ Alternative No: _______________ Page N° ______ of ______			
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Service No.	**Phase**	**Description of Service**	**Unit**	**Delivery Date**	**Quantity and Physical Unit**	**Unit Price**	**Total Price per Service (Col 6*7)**
		Data migration and service validation		22 Weeks			
6	Testing, Security & Compliance	System integration testing		21 Weeks			
		Performance, security and penetration testing		22 Weeks			
		User Acceptance Testing (UAT)		23 Weeks			
		Compliance and readiness certification		23 Weeks			
7	Capacity Building, Go-Live & Transition	Training and knowledge transfer		24 Weeks			
		Operations readiness and support model		24 Weeks			
		Go-Live, hypercare and project closure		24 Weeks			
Total Bid Price							

Section V - Eligible Countries

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

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

Under ITB 4.8 (a) *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

Under ITB 4.8 (b) *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

v. "obstructive practice" is:

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

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

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

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

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

Part II – Employer’s Requirement

Section VII - Activity Schedule

THE REDESIGN, DEVELOPMENT, OPERATIONS AND MAINTENANCE OF THE EGOVERNMENT DIGITAL SERVICES PLATFORM

1.0 BACKGROUND

The Ghana.gov platform is the government's flagship digital service portal, designed to streamline citizen access to public services, enhance transparency, and improve efficiency in service delivery. This revamp project focuses explicitly on the service delivery and orchestration layer, creating a unified, user-centric front-end that is decoupled from the underlying payment processing.
The platform was introduced as part of the government's Digital Ghana Agenda, aimed at promoting e-governance and reducing bureaucracy. It was designed to consolidate government services, allowing citizens to apply for permits, access public services, and track applications online. However, the platform has not fully achieved its initial set objectives as a one-stop digital marketplace, largely due to:

- **User Experience Issues:** Inconsistent user interfaces and journeys across different services.
- **Limited Services:** Many government agencies were not fully integrated.
- **Technical Limitations:** Usability challenges and siloed architectures affected adoption.
- **Low Adoption Rates:** Many citizens and businesses still relied on physical offices.

The current Ghana.gov platform has an integrated service portal with a payment gateway. The redesign is seeking to split these into two different services provided by two different providers. This project focuses on the front end which is the eGovernment Service Portal. This redesign aims to modernize the service portal and mobile app (CitizenApp) as a one-stop digital hub for all government services, reducing bureaucracy, minimizing corruption risks, and fostering trust. It will serve as the central marketplace for all digital services, ensuring a seamless and consistent user journey. All payment functionalities will be handled through a separate, dedicated National Digital Payments Gateway, with which this platform will integrate via secure APIs.
The redevelopment of the Ghana.gov platform shall be guided by the eGovernment Digital Service Platform Reference Architecture provided for in Annex A of this TOR, which defines the target architecture, architectural principles, system layers, interoperability model, and governance framework for the platform.
This initiative reaffirms the government's commitment to digital transformation, ensuring that every Ghanaian can access services quickly, securely, and conveniently. The project aims to modernize the platform, ensuring it meets evolving user expectations, incorporates cutting-edge technology, and aligns with global best practices in e-governance. The principle of reusability and user-centric design is core to this assignment, and each vendor will be expected to approach this assignment with that in mind.
Considering the fast-evolving technological landscape and the need for inclusivity, the government is considering a wholistic approach of redesigning the whole platform as a one-stop digital service marketplace for all government services. The approach to this redesign is in line with government's

commitment to establishing current and future investments as the Government of Ghana's Digital Public Infrastructure (DPI).
The platform will be expected to have common shared and reusable modules for all digital services that will be ported on the platform. This will provide a seamless and consistent user journey and experience to all users no matter the service they access.

Strategic Objectives
The proposed redesigned and redeveloped eGovernment Digital Service Platform will be the government's flagship digital service portal. This revamp project focuses on creating a unified, user-centric **service delivery and orchestration layer**, separate from the underlying payment processing.

1. **Deliver a Unified, User-Centric Experience**
    - Redesign the platform with intuitive navigation, faster load times, and mobile responsiveness.
    - Simplify access to services for citizens, businesses, and government agencies through a centralized portal and its corresponding citizens app.
    - Ensure accessibility and inclusivity by complying with WCAG 2.1 standards, providing multi-language support, and incorporating voice-assisted features.

2. **Enhance Transparency and Efficiency**
    - Strengthen security through advanced encryption, biometric authentication (via Ghana Card), and fraud detection mechanisms.
    - Uphold user privacy in compliance with Ghana's Data Protection Act (Act 843).
    - Foster digital trust by empowering users with control over their personal data through consent management.

3. **Promote Interoperability and Scalability**
    - Build a modular, reusable, and API-driven architecture to enable seamless integration with key government systems (e.g., GRA, NIA, DVLA) and the **National Digital Payments Gateway**.
    - Encourage private sector participation through open APIs and standards, promoting a vibrant GovTech ecosystem.
    - The proposed solution must align with the target architecture defined in Annex A: eGovernment Digital Service Platform Reference Architecture, particularly with respect to modular design, interoperability, and shared platform services.

4. **Ensure Robust Security and Digital Trust**
    - Introduce real-time tracking of service requests with automated updates and notifications.
    - Provide public dashboards with service performance metrics (excluding financial settlement data).
    - Enable digital workflows for critical services such as online applications, license and permit issuance, and digital ID integration.

Design Principles

The redesign of the eGovernment Digital Service Platform should be carried out with the following principles in mind

- The eGovernment platform must prioritize the following
    - Single point of access for all government services.
    - User-centric design for ease of use.
    - Security and data privacy.
    - Multi-channel access (web, mobile, kiosk, etc.).
    - Interoperability across government agencies.
    - Scalability and reliability.
    - Digital inclusion (accessibility for all users, including persons with disabilities).
    - Continuous feedback loops and iterative improvements will ensure long-term success.
- Government prefers the use of an open-source technology stack as the core of this platform. The chosen technology stack should have a vibrant developer community to support this platform and prevent vendors lock-in. This will help in the event the government considers changing operational partner for non-performance or breach of contract.
- This platform is expected to port all government digital services and users must have the same or similar user journeys across all the different services. This means each service must utilize as much as possible shared reusable component or modules.
- This platform will be developed around the principles of Digital Public Infrastructure (DPI). The platform will be owned by the government but operated and maintained by the vendor through a PPP arrangement. All data, metadata, and derived data sets, regardless of where they will be hosted or operated shall be owned by the government of Ghana.
- Compliance to the following must be taken seriously
    - Ghana Government Enterprise Architecture and eGovernment Interoperability Framework
    - Ghana Data Protection Law and General Data Protection Regulation (GDPR)
    - Data Retention Policy per the Ghana Data Protection Law
    - Privacy by design principles
- The eGovernment Digital Service Platform shall adopt a **hybrid API-first and event-driven architecture**. Standardized APIs shall be used for synchronous request-response transactions, while event-driven mechanisms shall be used for asynchronous workflows, service state propagation, notifications, audit trails, and decoupled integration between platform components and external systems. The architecture shall support an approved event broker or messaging backbone for publishing and consuming platform events, with appropriate controls for reliability, security, traceability, retries, and monitoring. All event-driven interactions involving cross-agency data shall remain aligned with the government's interoperability model and the National Data Exchange Platform.

- The platform shall be designed per the defined reference architecture as described in Annex A of Part II – Employer's Requirement. The Reference Architecture is intended to
  - Establish a government-led target architecture before procurement
  - Ensure that all vendors build to a common model
  - Reduce vendor lock-in
  - Support interoperability across Ministries, Departments and Agencies (MDAs)
  - Provide the basis for phased implementation of eGovernment's digital service ecosystem
  - Align the eGov Service Portal with the National Data Exchange Platform, National Digital Payments Gateway, Ghana Card ecosystem, Government PKI / Trust Services, and other shared national platforms
- Vendors should note that the reference architecture is not a detailed solution design. It is a government reference model that defines what must be built, how the parts must interact, and what design constraints all vendors must follow.
- The reference Architecture applies to the eGov Service Portal ecosystem comprising
  - Ghana.gov web portal
  - Citizens mobile application
  - officer and MDA back-office portals
  - service builder and workflow configuration environment
  - service orchestration and case management services
  - shared notification, consent, forms, document, and identity-related services
  - integrations with national shared digital platforms and MDA back-end systems
- The reference architecture covers
  - business architecture
  - application architecture
  - data architecture
  - integration architecture
  - security and trust architecture
  - hosting and operational architecture
  - governance architecture
- The proposed solution shall include a **Service Builder** capability that enables authorized government administrators to configure, test, approve, publish, and manage digital services using a low-code or no-code interface. The Service Builder shall support service definition, form design, workflow configuration, business rule configuration, document requirements, SLA definition, and approved integration bindings without requiring software development for standard service onboarding.
- The Service Builder must support version control, audit logging, environment promotion, role-based access control, and government approval workflows prior to service publication.
- Where custom development is required for exceptional services, such development shall be limited, separately justified, and subject to government approval.

Overview of the Current Ghana.Gov Ecosystem

1. Describe the current state of the Ghana.gov ecosystem; platform and app.

Current State of Ghana.Gov Stack:
Below find the current components and modules that the Government of Ghana has invested in and are at different stages of maturity:

Ghana.Gov Stack	What's in Place	Status
Ghana Card (NIA)	Unique national ID linked to biometrics and key services	✔ Operational
NIA verification services (pilot stage)	Basic integrations exist for KYC (e.g., SSNIT, NHIA, GRA)	⚠ Early-stage
GhIPSS, Mobile Money, GhanaPay	Well-established mobile money ecosystem; interoperability emerging	✔ Mature
Electronic Transactions Act	Legal foundation for e-signatures; limited rollout	⚠ Nascent use
None fully equivalent	No central document repository yet, though NITA has proposed national data integration initiatives	❌ Gap
Data Protection Commission (DPC)	Ghana has a Data Protection Act (2012) and Commission	✔ Foundation in place; enforcement limited
Ghana Enterprise Architecture Framework (GGEA/EGIF)	Interoperability Framework approved; pilot implementations starting (e.g., GIFMIS integration)	⚠ Partial rollout
Limited gov-led platforms	No national developer sandbox yet, but initiatives like Hackathons exist	❌ Gap
Ghana.Gov	Unified front-end for citizen service access and payment	✔ Operational, but not yet fully integrated backend
PKI	Integrated with PKI to secure online transactions, authentication and verification	⚠ Early-stage
Workflow management	A Shared workflow management platform as a service	❌ Gap
Case Management	Tracking the life cycle of each initiated service or complain	❌ Gap
Centralised Notifications & Email	Reusable notification for the entire platform for all services	❌ Gap

Vendors are expected to design the proposed solution around these existing modules

2.0 SCOPE OF WORK

The scope of work described in this TOR shall be implemented in alignment with the Ghana Digital Service Platform Reference Architecture provided in Annex A. Vendors must ensure that their proposed solution design conforms to the architectural layers, integration rules, security framework, and data governance principles defined in the reference architecture.

The selected vendor will design, build, and operate the service delivery platform comprising:

C. **eGovernment Service Portal – a** centralized digital services portal enabling efficient delivery of government services.

D. **eGovernment Citizens App –** a mobile interface enhancing citizen engagement and access to public services.

The selected vendor is expected to design, build, and operate a secure, user-centric, and interoperable platform aligned with Ghana's Digital Economy Policy, the National Enterprise Architecture (GGEA/eGIF), and international standards such as Digital Public Goods (DPG) principles. The scope of work is organized into five key components:

Key Work Components:

- Discovery & Co-Design
    - The discovery phase shall validate existing systems, services, and integration requirements while ensuring alignment with the target architecture defined in Annex A. Vendors shall not redefine the core architectural principles defined in the reference architecture without prior approval from the Government.
    - Conduct a comprehensive assessment of the current eGovernment Service Portal Platform, architecture, and user experience, **focusing on service discovery, application, and tracking.**
    - Perform a gap analysis against the current stack and global best practices for digital service portals.
    - Undertake inclusive user research (interviews, surveys, workshops) to co-design a platform that prioritizes accessibility, inclusion, and usability.
    - Develop detailed design specifications for both the portal and mobile app, with support for multi-channel access (web, USSD, mobile) and offline capabilities for form-filling.
    - Analyze help-seeking behavior and support requirements to design appropriate citizen support mechanisms (helpdesk, chatbots, FAQ, video tutorials, community agents).

- Platform Architecture & UX/UI Design
    - The vendor shall produce a Detailed Solution Design Document (DSDD) describing how the proposed solution will be implemented in alignment with the eGovernment Digital Service Platform Reference Architecture (Annex A). The solution design must map all proposed components to the architectural layers defined in the reference architecture.
    - Design a modular, scalable architecture based on international best practices, including:
        - User Identity and Profile Management
        - Service Catalog and Discovery
        - Workflow and Case Management Orchestration
        - eKYC Module
        - Consent and Data Privacy Management
        - Notification and Messaging Engine
        - Invoicing
        - Forms Management
        - Document and Records Management
        - Guarantor / Witness Module
        - API Gateway for integration with MDAs and the **National Digital Payments Gateway and the National Data Exchange Platform.**
    - Ensure alignment with Ghana's GGEA/eGIF and interoperability frameworks.
    - Use open standards, open APIs, and open-source technologies.
    - Design and implement an **event-enabled integration architecture** that supports asynchronous processing, event publication and subscription, workflow state propagation, notification triggering, audit logging, and resilient interconnection between platform services, shared services, and external systems.
    - The vendor shall identify which transactions require synchronous API interactions and which are better implemented through asynchronous event-driven patterns, and document this clearly in the Detailed Solution Design Document (DSDD).
    - Develop a Comprehensive UX/UI Design Guideline for use across all MDAs.

- Development & Implementation
    - Develop and deploy the redesigned eGovernment Service Portal and Citizens App.
    - Plan and execute a phased migration of existing services and onboarding of new services from MDAs. This will include services on the current Ghana.gov, Agency online service portals and any other government online service outlet.
    - Integrate with core national systems, platforms and registries, including but not limited to:
        - Ghana Card (NIA)
        - GRA (for data pre-fill, not payment), NHIS, SSNIT, ORC, etc
    - Integrate with the National Digital Payments Gateway via secure APIs for all payment initiation and status checks.
    - The initial deployment shall onboard services from 10 key priority MDAs which include:

        - Ghana Revenue Authority
        - Electricity Company of Ghana Ltd.
        - Ghana Water Company Ltd
        - Ghana Health Service
        - Social Security and National Insurance Trust
        - Environmental Protection Authority
        - Passport Services
        - DVLA
        - ORC
        - Births and Deaths
    - Forms Design and Development. Since this is expected to be a one-stop service centre for all government service deliver, all forms for service deliver across government will have to be developed but in a more integrated and reusable format. This then requires a great deal of assessment and study prior to design and implementation.
    - Implement features for e-KYC, digital document wallets, and consent management.

- Migration & Onboarding

- Governance & Compliance

    - Establish governance structures for platform management, including stakeholder coordination among MDAs.
    - Ensure full compliance with:
        - Data Protection Act (2012)
        - Cybersecurity Act (2020)
        - Electronic Transactions Act (2008)
    - Embed security-by-design and privacy-by-design principles.
    - Conduct cybersecurity risk assessments and implement frameworks aligned with ISO 27001 and OWASP.
    - Define and monitor service-level agreements (SLAs) for portal performance and uptime.
    - The platform shall operate under a Government-defined Data Governance Framework that ensures proper stewardship, security, and accountability for all data processed through the platform. The framework shall define:
        - Data ownership (Government of Ghana)
        - Data stewardship responsibilities for MDAs
        - Data classification levels (public, restricted, confidential, sensitive)
        - Data sharing policies through the National Data Exchange Platform
        - Data retention and archival rules
        - Data access authorization and audit controls
        - Compliance with the Data Protection Act and national cybersecurity policies

    The selected vendor shall ensure that all platform components support the enforcement of this data governance framework.

- Capacity Building & Sustainability
  - Build institutional capacity for selected government technical teams and service owners.
  - Develop training programs, documentation, and admin playbooks.
  - Set up developer-friendly environments, including sandboxes and APIs, to encourage innovation.
  - Provide ongoing operations, helpdesk support, system maintenance, and iterative upgrades.
  - Develop a transition and sustainability plan for long-term government ownership.

- Capacity Building, Knowledge Transfer & Sustainability
  - Build institutional capacity for selected government technical team, especially service providers on managing their backends.
  - Develop training programs, documentation, admin playbooks, and onboarding toolkits.
  - Set up developer-friendly environments, including sandboxes and APIs, to encourage innovation and ecosystem collaboration.
  - Provide ongoing operations, helpdesk support, system maintenance, and iterative upgrades.
  - Develop a transition and sustainability plan to enable long-term ownership and management by the Government of Ghana.
  - To ensure long-term sustainability and prevent vendor lock-in, the selected vendor shall implement a structured knowledge transfer and reverse transition framework. This framework shall include:
    - ✓ comprehensive system documentation
    - ✓ architecture and configuration documentation
    - ✓ operational runbooks and administrative manuals
    - ✓ training of government technical personnel
    - ✓ transfer of source code and configuration artifacts
    - ✓ transfer of deployment scripts and infrastructure configurations
  - In the event of contract termination or transition to another operator, the vendor shall provide all necessary technical support to enable a smooth transfer of platform operations to the Government of Ghana or a newly appointed service

provider. As a result, The vendors proposal shall include a reverse transition framework that will support such situation.

- Project Delivery
  - The team should comprise personnel with requisite knowledge and demonstrated experience in large-scale web and mobile platform delivery.

Architecture Compliance Requirements

The proposed solution must comply with the eGovernment Digital Service Platform Reference Architecture provided for in Annex A of this TOR. The Reference Architecture defines the target architectural layers, interoperability framework, shared platform services model, data governance structure, security architecture, and infrastructure principles for the eGovernment Digital Service Platform.

Vendors shall design their proposed solution in full alignment with the Reference Architecture and shall demonstrate how each proposed system component maps to the architectural layers defined in Annex A. As part of the technical proposal, vendors must submit an Architecture Compliance Statement describing:

- how the proposed solution aligns with the architectural layers defined in the Reference Architecture
- how the proposed solution implements the required interoperability and integration model
- how the proposed solution supports the shared platform services architecture
- how data management, security, and infrastructure components conform to the Reference Architecture

Any deviation from the Reference Architecture must be clearly identified and justified in the proposal. Such deviations shall be subject to review and approval by the Government of Ghana through NITA and the Technical Advisory Committee.

The selected vendor shall further demonstrate architectural compliance during the Detailed Solution Design phase, and the final Detailed Solution Design Document (DSDD) must receive formal approval from the Government before development activities commence.

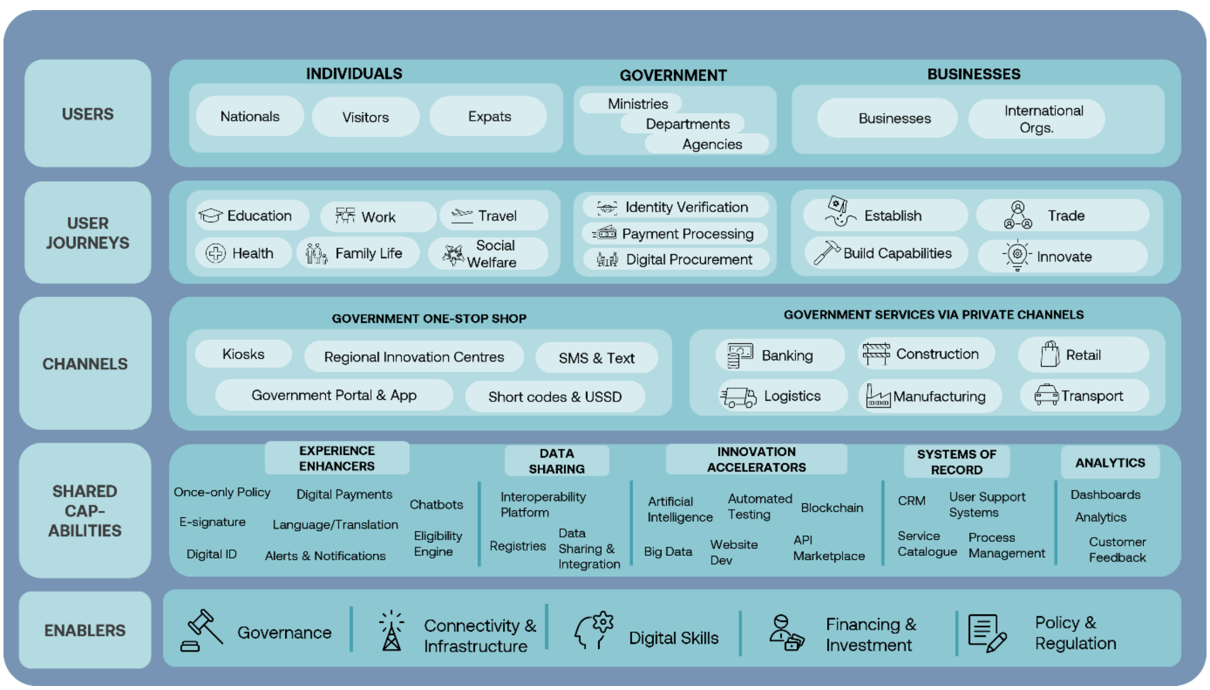
3.0 E-GOV SERVICES PORTAL

3.1 Overview

The eGovernment Service Portal is to be developed as a modular, secure, and citizen-centric digital public infrastructure aligned with international best practices. The functional architecture consists of six interdependent layers that collectively enable inclusive and scalable service delivery.

At the top are the User Access Channels, which provide multi-platform entry points for citizens and businesses—via responsive web, mobile applications, USSD/SMS, self-service kiosks, and voice interfaces—ensuring universal accessibility regardless of device, location, or literacy level. Beneath this is the Core Functional Layer, composed of shared, reusable modules that support user management, consent-based data exchange, workflow automation, digital payments, notifications, document management, and grievance redressal. These components enable

Ministries, Departments, and Agencies (MDAs) to rapidly configure and deploy digital services with consistency and efficiency.
The Cross-Cutting Services Layer embeds essential enablers such as analytics and performance dashboards, artificial intelligence (AI) and machine learning (ML) capabilities, multilingual and accessibility support, and security and compliance mechanisms that apply across all services.
The Integration & Interoperability Layer ensures seamless and secure data exchange with national platforms (e.g., Ghana Card, GhanaPay), third-party providers, and other government systems through open APIs, standardized data formats, and an evolving Data Exchange Hub.
The architecture includes a dedicated Governance & Innovation Layer, featuring service-level agreement (SLA) monitoring tools, public transparency dashboards, version control mechanisms, developer sandboxes, and citizen participation modules to promote innovation, ecosystem engagement, and accountability.
At the foundation, the Infrastructure Layer guarantees platform stability and resilience through cloud-native hosting, geographic redundancy, disaster recovery protocols, load balancing, and environmentally sustainable infrastructure choices.
The Reference Architecture in **Annex A** will guide the end-to-end design and implementation of the web service portal and Citizens App, ensuring it is technically robust, inclusive by design, and aligned with Ghana's vision for digital transformation. The diagram below represents the whole proposed ecosystem. The reference architecture in Annex A has been designed to deliver this ecosystem.



49. **3.2 Key Functional Requirements (FR)**

The E-gov platform and Citizens App shall be developed as a modular, interoperable, and citizen-centric digital public infrastructure according to the Reference Architecture in annex A. The following functional areas define the core capabilities required, ensuring compliance with national policies and global standards:

3.2.1 User Management & Identity Integration

3.2.1.1 User Registration & Authentication

- Single Sign-On (SSO) and Multi-Factor Authentication across all services.
- Ghana Card integration for identity verification
- Role-based access control
- Support for passwordless authentication methods such as Face ID or Touch ID Recognition for the Citizen's App

3.2.1.2 User Profile Management

- Unified personal/business profile with editable information.
- User dashboard, analytics and history
- User notification management integration
- Document upload and verification.
- Support for proxy access and role-based delegation.

3.2.2 Digital Service Delivery

3.2.2.1 Digital Services Catalog

- Digital Services Catalog organized by life events
- Categorized public services (e.g., tax, health, education, permits) organized by life events.
- Reusable forms with pre-filled data based on user profile. This should cater for all forms across government
- Downloadable service guides and requirements checklists

3.2.3 Online Application & Workflow Management

- Online Application & Workflow Management
- End-to-end application lifecycle management with real-time tracking which includes:
    - Save and resume draft applications
    - Application amendment/withdrawal functionality
    - Offline form-filling capability with later submission
    - Document checklist and validation before submission
    - Application appeals process
- Customizable, no-code/low-code workflow engine for MDAs.
- Auto-routing to relevant departments with approval chains.
- Secure e-signatures and case management system.

3.2.4 Payments Initiation & Reconciliation

- Seamless API integration with the National Digital Payments Gateway for payment initiation.
- Secure redirect/in-context payment flow.
- Automatic receipt of payment confirmation and status updates from the Payments Gateway.
- Display of payment history and receipts within the user's profile.
- Refund request and processing workflow

3.2.5 Case Tracking & Notifications

- Case Tracking & Notifications
- Real-time application status updates.
- Multichannel notifications (SMS, email, app push) for application and payment status.
- Officer assignment visibility (with privacy controls)
- QR code for application lookup at service centers

3.2.6 Citizen Profile Dashboard

- Create a personalized "My Dashboard" showing active applications, upcoming renewals, wallet balance, documents, etc.
- Organize services around common citizen life events (e.g., birth, marriage, business setup, education, retirement).
- Auto-suggest services based on demographic data, location, and past behaviour.
- Life-event based service organization
- Service recommendations

3.2.7 Document & Records Management

- **Document Submission & Verification**
  - Support for digital document uploads and e-signatures.
  - Integration with national document verification systems (National PKI Directory).
  - Automated document format validation and size limits
  - Support for multiple document formats (PDF, images, scanned copies)

- **Citizen Document Vault**
  - Secure, encrypted cloud storage for citizen-submitted documents and generated certificates/permits.
  - Historical access to previously submitted documents and service records.
- **Electronic Document Wallet**
  - A secure digital wallet that holds all verifiable credentials of all citizens documents or verifiable credentials. This is to enable citizens and business have access to all critical documents and IDs on the go.
  - Built-in consent management capabilities

3.2.8 Communication, Support & Grievance Redressal

- **Multi-channel Support**
  - AI-powered chatbot, live chat, and call center integration.
  - 24/7 helpdesk support for service-related queries (non-payment).
- **Feedback & Grievance Mechanism**
  - Complaint logging and resolution tracking.
  - Post-service surveys and analytics.

3.2.9 Analytics, Monitoring & Transparency

- **Administrative Dashboards**
  - Usage statistics, service-level KPIs (e.g., processing time, approval rates), and demographic breakdowns.
  - SLA tracking across service lifecycle stages.
- **Public Transparency Portal**
  - Open data on service performance, user feedback, and MDA performance rankings.
  - Excludes financial revenue data, which will be managed by the Payments Gateway.

3.2.10 Security, Privacy & Compliance

Security architecture must align with the Security & Trust Layer defined in the Reference Architecture (Annex A) and shall support integration with national trust infrastructure including the Government PKI framework.

- **Data Protection & Privacy**
  - Compliance with Ghana's Data Protection Act , Cybersecurity Act and Electronic Transactions Act.
  - End-to-end encryption, audit trails, and data protection by design.
  - Consent management for data sharing across MDAs.
  - Anonymization and aggregation standards for analytics, reporting, and policy insights.
  - Regular security audits and penetration testing
  - Data breach notification protocol
  - Privacy impact assessments for new services
  - Data retention and deletion policies
- **Fraud Prevention**
  - AI-based anomaly detection in user behavior and application patterns.

3.2.11 Interoperability & Integration

All integrations must follow the interoperability model defined in the Reference Architecture (Annex A) and shall utilize the National Data Exchange Platform for cross-agency data exchange unless explicitly authorized otherwise.

- **API Gateway & Developer Portal**
  - Secure APIs for MDAs and third-party service providers.
  - Dedicated, secure API channel for integration with the National Digital Payments Gateway.
  - Centralized API catalog and sandbox environment.
  - API versioning and deprecation management
  - API analytics and monitoring tools
  - Developer documentation and code samples
  - Webhook support for real-time event notifications
  - API security (OAuth 2.0, API keys

- **Event-Driven Architecture Support**
  The platform shall adopt an API-first and event-enabled architecture, where synchronous APIs are used for request-response transactions and event-driven mechanisms are used for asynchronous workflows, notifications, status propagation, integration decoupling, and auditability.

  - The platform shall support event-driven communication for asynchronous business processes and service lifecycle transitions.
  - The platform shall provide event publication and subscription capabilities through an approved event broker or messaging layer.
  - Events shall be structured, versioned, documented, and governed in accordance with government integration standards.
  - The platform shall support delivery acknowledgements, retries, dead-letter handling, and monitoring of failed event processing.
  - Event flows shall support real-time or near-real-time triggering of notifications, workflow transitions, audit capture, and downstream service actions.
  - All event exchanges involving cross-agency data shall remain subject to the interoperability, consent, and security controls defined in the Reference Architecture.

- **Standards Compliance**
  - Support for JSON, REST, and other open standards.
  - Alignment with GGEA/eGIF.
  - W3C accessibility standards (WCAG 2.1 AA minimum)
  - ISO 27001 compliance for information security
  - Support for emerging African interoperability standards
  - Accessibility support (screen readers, text-to-speech)

3.2.12 Guarantor/Witness Component

Below is a self-contained specification for a reusable "Guarantor/Witness" component (GW) that any government digital service can plug into. It supports initiation by a service ("Relying Service"), collection of guarantor/witness details, multichannel approval (USSD, weblink, wallet/in-app), decisioning, auditability, and integration patterns.

- **Component**
  - Initiation, invitation, approval/decline flows.
  - Multi-channel messaging and UX (USSD, SMS, email, push, web link, wallet).

- Identity binding (e.g., Ghana Card number if available), document capture (optional).
- State machine, expiry, reminders, and revocation.
- APIs, webhooks, SDKs, eventing.
- Security, fraud controls, logging, analytics.
- Multi-guarantor/witness support (specify minimum number required, parallel vs. sequential approval)
- Guarantor eligibility criteria validation (age, citizenship, criminal record checks where applicable)
- Guarantor relationship declaration (family, professional, community leader, etc.)
- Guarantor liability terms and legal obligations display

- **Key Concepts & Definitions**

  - **Relying Service (RS):** Any ministry/agency system that needs a guarantor/witness.
  - **Initiator:** The citizen/business user whose process requires a guarantor/witness.
  - **Guarantor / Witness (G/W):** The approver. May be an individual or an organization (via authorized officer).
  - **GW Request:** A single request instance created by an RS for one or more G/Ws.
  - **Decision:** Approve / Decline / Revoke (post-approval).
  - **Channels:** USSD, Web Link, Wallet (Gov app), optional email/SMS.
  - **Wallet:** Government or partner digital wallet/super-app capable of push notifications and in-app approval.

Consent Management

- Enable users to give, revoke, and manage explicit consent for data sharing across MDAs.
- Record consent transactions in a verifiable log.
- Consent history visualization and timeline
- Automated consent expiry notifications
- Data minimization enforcement (only collect consented data)

3.2.13 Notification & Messaging Platform

- Reusable component for system-wide messaging and citizen engagement.
- Centralized notification engine for system alerts, reminders, and service statuses via SMS, email, and in-app push.

3.2.14 PKI Integration

The Platform shall work with digital certificates and encryption to secure end to end service delivery and integrations. All onboarded government agencies shall be issued with certificates with key management that will be used to authenticate and verify all their interactions with the platform. Every successful transaction shall also be digitally signed to ensure sanctity of transaction records. All data in transit and in storage shall be protected with encryption. PKI integration is key to this solution, and the solution architecture should clearly demonstrate all use cases that will employ PKI to secure the platform and transactions.

4.0 NON-FUNCTIONAL REQUIREMENTS

The eGovernment Digital Service Portal platform must meet the following non-functional requirements to ensure performance, reliability, security, and maintainability in line with global digital public infrastructure standards.

Non-functional requirements specified in this TOR shall be implemented within the architectural framework defined in the eGovernment Digital Service Platform Reference Architecture (Annex A).

4.1 Performance & Scalability

Function Type	Target Response
Standard Page loads	≤ 3 seconds
API responses	≤ 1.5 seconds
API Uptime	≥ 99.7%
API rate limit	configurable
Application submission Workflow	≤ 5 seconds
Document upload transactions	≤ 10 seconds

The Ghana Digital Service Platform shall be designed to support national-scale adoption. The architecture must support elastic scalability to accommodate increasing demand as additional MDAs and services are onboarded.

The platform shall:

- support an initial baseline of **50,000 concurrent users for year one (1)**
- scale up to 200,000 concurrent users or more without architectural design in year two (2)
- scale to **500,000 concurrent users or more** without architectural redesign in year three (3)
- support **millions of registered users**
- support **thousands of services across MDAs**
- maintain consistent performance under peak load conditions

The architecture must support horizontal scaling through containerized microservices, load balancing, and distributed infrastructure.

4.2 Availability & Reliability

- The platform must provide 99.5% system uptime, excluding scheduled maintenance during the first and second year of operation but must provide 99.9% from the third year.
- Redundancy mechanisms must be in place for failover and fault tolerance, including automatic recovery from service failures.
- Scheduled maintenance windows shall be predefined and communicated at least 48 hours in advance.

4.3 Security

- The system must adhere to ISO 27001, OWASP Top 10, and Ghana's Cybersecurity Act (2020) standards.
- Data in transit and at rest must be protected using end-to-end encryption (TLS 1.2+ / AES-256).
- Implement multi-factor authentication (MFA) for all administrative users and optionally for citizens.
- Maintain detailed audit logs for all user and system-level activities with tamper-proof retention policies.
- Implement role-based access control (RBAC) to restrict access based on predefined user roles.
- Enable AI-based fraud and anomaly detection mechanisms.
- The platform shall support continuous security monitoring and incident detection. Critical security vulnerabilities shall be remediated within **72 hours of identification**, and security event logs shall be retained for a minimum of **12 months**.

4.4 Privacy & Data Protection

- The system must comply with the Ghana Data Protection Act (Act 843) , Electronic Transactions Act, 2008 (Act 772).It shall also align with relevant regional and international data protection laws, frameworks and principles includingthe African Union Convention on Cybersecurity and Personal Data Protection, and the OECD guidelines on the Protection of Privacy and Transborder Flows of Personal Data.
- Include privacy-by-design and privacy-by-default features in all modules.
- Enable users to review, update, and delete their personal data and manage consent preferences.
- Implement data retention policies that define how long different types of data are retained and when they are purged.

4.5 Interoperability

- The platform must expose RESTful APIs using standard data formats (e.g., JSON, XML).
- Must support integration with national systems (e.g., NIA, GRA, NHIS) and third-party platforms through an Open API Gateway.

- Be compliant with Ghana's Enterprise Architecture Framework (GGEA/EGIF) and Data Exchange Hub protocols.
- Provision for integration with external credential and identity systems (e.g., ECOWAS eID).
- The architecture shall ensure reliable event delivery for critical platform events.

- Event processing mechanisms shall support retry handling, idempotency, message ordering where required, and failure isolation.
- Critical events shall be traceable end-to-end for audit, monitoring, and troubleshooting purposes.
- The platform shall provide operational dashboards for event throughput, failed events, retry queues, and processing latency.

4.6 Maintainability & Modularity

- The solution must follow a modular architecture with well-documented components and version control.
- System components should be loosely coupled to facilitate independent upgrades or replacements.
- Maintenance and patching must not require full system downtime (hot-swapping and rolling updates).
- All source code and configurations must be versioned and stored in a secure repository (e.g., GitHub, GitLab).

4.7 Usability & Accessibility

- All user interfaces must comply with WCAG 2.1 AA accessibility standards.
- Support for multi-language content and localization frameworks is required.
- Interfaces must be intuitive, with guided workflows and responsive design for mobile, tablet, and desktop.
- Include offline access (e.g., for forms and status checks) with data sync once connectivity is restored.
- Integrate USSD support for non-smartphone users.

4.8 Auditability & Compliance

- Maintain comprehensive audit logs of user interactions and system events with search and export capabilities.
- Log access to sensitive data and notify users of such access where applicable.
- Audit logs must be detailed, immutable, and securely stored ready for any post incident investigation and digital forensics.
- System must be subject to regular compliance assessments (internal and third-party).

4.9 Environmental Sustainability

- Prioritize use of green data centers or energy-efficient cloud infrastructure (e.g., carbon-aware hosting).
- Implement system-level metrics for resource optimization (e.g., CPU, energy, bandwidth usage).
- Support sustainability reporting where possible.

4.10 Backup & Disaster Recovery

- The platform shall perform **daily full backups** and **hourly incremental backups** of critical data, with a minimum retention period of **30 days**.
- A complete Disaster Recovery Plan (DRP) must be in place with Recovery Time Objective (RTO) of 4 hours and Recovery Point Objective (RPO) of 1 hour.
- Data must be geo-replicated and recoverable in the event of catastrophic failure.

4.11 Localization & Time Zone Support

- Platform must fully support Ghana Standard Time and daylight saving time adjustments if applicable.
- Content, date formats, and system messages should dynamically adapt to the user's regional or language settings.

4.12 Digital Sovereignty & Vendor Lock-In Avoidance

- The platform must be built to avoid dependency on proprietary technologies that hinder future migration or customization, where applicable. The platform as much as possible should be built on open source with a very dynamic developer community.
- All vendor solutions must ensure data portability, with clear exit strategies and open data formats to prevent lock-in.
- Source code and configurations must always be available to government for full sovereign control. The platform shall be fully owned by the government. The source code shall be transferred to the government as part of this contract.

4.13 Extensibility & Ecosystem Enablement

- Platform design must allow easy plug-in of new services or modules by MDAs or certified third parties.
- Must provide SDKs, APIs, and sandbox environment
- Support for service versioning, beta-testing environments, and gradual rollouts.

4.14 Observability & Real-Time Monitoring

- Incorporate observability tools for real-time system health monitoring, anomaly detection, and performance bottleneck alerts.
- Include event logging, traces, and metrics as part of a full-stack monitoring approach (e.g., Prometheus, Grafana, ELK Stack).

- Enable system administrators to set custom alerts and auto-remediation rules for critical workflows.
- The solution should also come with capabilities to monitor metrics on platform and service adoption like
  - service completion time
  - successful transaction rate
  - citizen satisfaction
- The following should also be complied under observability and monitoring

Metric	Requirement
Monitoring coverage	100% services
Alerting latency	< 2 minutes
Log aggregation	centralized

4.15 Multichannel Orchestration

- Ensure unified coordination across all communication channels (web, mobile, USSD, email, SMS, WhatsApp).
- Synchronize message delivery logic and content regardless of the channel, to prevent user confusion or message duplication.

4.16 Inclusiveness & Cultural Sensitivity

- Ensure UI/UX design supports not just linguistic but cultural localization (e.g., visuals, symbols, colour meanings).
- Provide support for text-to-speech, voice navigation, and screen readers in local languages.

4.17 Licensing & Intellectual Property Rights

- All deliverables (source code, configurations, documentation) must be released to the Government of Ghana under an appropriate open-source or public sector license.
- Vendors must guarantee IP transfer and licensing clarity to allow independent use and modification by the state.

4.18 Resilience Against Connectivity Failures

- The system should include a "graceful degradation" mechanism—ensuring partial functionality (e.g., offline form completion, local data caching) during internet or backend service outages.
- Build-in queued transaction processing for low-connectivity areas (common in rural Ghana).

4.19 Business Continuity & Operations

- The vendor will be responsible for an end-to-end operation of the platform after deployment. The operations will be based on a well defined governance structure which shall include a technical working group, a commercial/legal working group, a management working group and a steering committee.
- Define clear roles and responsibilities for service operations across vendor, MDAs, and NITA/MoCD.
- Include detailed handover and operational playbooks to ensure smooth transition to internal teams post-implementation.
- Schedule joint operations reviews and capacity audits periodically per the terms of reference of the governance structure.

4.20 Impact Evaluation & Continuous Improvement

- Platform must support post-implementation analytics and citizen feedback loops for continuous service improvement.
- Include tools for tracking policy-to-service linkage, so government can measure the impact of digital interventions on policy outcomes.
- Must support A/B testing and user feedback surveys natively.

Summary of Platform Target Non-Functional Requirement Framework

Category	**Parameter**
Availability	99.5 → 99.7 → 99.9 phased
Page Response	≤ 3 seconds
API Response	≤ 1.5 seconds
Workflow submission	≤ 5 seconds
Concurrency	5k scalable to 20k+
DR RTO	≤ 4 hours
DR RPO	≤ 1 hour
Backup	Daily full / hourly incremental
Security patch	≤ 72 hours
Logs retention	≥ 12 months

5.0 CITIZENS APP

Government intends to implement a **single trusted citizen mobile application** providing a unified entry point to government services, leveraging:

- National Identity ecosystem

- National Data Exchange Platform (NDE)
- National Digital Payment Gateway (NDPG)
- Government PKI / Trust Framework
- Shared digital government infrastructure

The platform shall be operated as a **shared service under NITA** with MDAs onboarded as service providers.

5.1 SYSTEM OVERVIEW

The Citizen App is a **mobile-first government super-application** that integrates multiple government agencies via a shared platform.

High-Level Capabilities

- Digital Identity Authentication
- Service Discovery & Submission
- Case Management
- Payments & Receipts
- Digital Document Wallet
- Digital Signatures & Seals
- Notifications & Messaging
- Consent & Audit Transparency
- Cross-Agency Data Exchange

5.2 FUNCTIONAL REQUIREMENTS

Identity and Access Management

- Support login using national identity credentials
- Support multi-factor authentication
- Support biometric authentication on supported devices
- Bind user identity to registered mobile device
- Provide secure password recovery
- Support role-based and attribute-based access
- Support delegated access (guardian / business representative)

Citizen Profile Management

- Display citizen personal profile
- Allow update of permitted contact information
- Maintain verified vs self-declared attributes

- Store address and communication preferences

Service Discovery and Submission

- Provide searchable catalog of government services
- Display eligibility criteria
- Provide guided application forms
- Allow attachment upload (images/PDF)
- Auto-populate fields from trusted sources (with consent)
- Validate submissions before sending to MDA
- Generate application reference number

Case Management & Tracking

- Track application status in real time
- Display processing milestones
- Provide SLA indicators
- Allow additional document requests
- Provide communication channel with officer
- Maintain history of submissions

Payments & Receipts

- Integrate with National Digital Payment Gateway
- Generate tamper-evident digital receipt
- Allow receipt download
- Support refunds where applicable
- Maintain payment history

Notifications & Messaging

- Send push notifications
- Send SMS fallback notifications
- Notify status changes
- Notify renewal reminders
- Provide in-app message inbox

Trust Services (PKI)

- Support digital signatures
- Support government digital seals
- Support timestamping
- Validate signed documents
- Maintain non-repudiation audit logs

Consent & Transparency

- Request consent before data sharing

- Allow consent revocation
- Display access history
- Display agencies that accessed data
- Allow granular attribute sharing

Administration & MDA Operations

- MDA dashboard for case handling
- SLA monitoring
- Reporting and analytics
- Service configuration
- Officer role management

5.4 NON-FUNCTIONAL REQUIREMENTS

Security

- End-to-end encryption
- Hardware Security Module (HSM) key protection
- OWASP Mobile Security compliance
- Device integrity detection
- Mandatory audit logging
- The platform shall support continuous security monitoring and incident detection. Critical security vulnerabilities shall be remediated within **72 hours of identification**, and security event logs shall be retained for a minimum of **12 months**.

Privacy & Data Protection

- Consent-driven data sharing
- Data minimization
- Retention policies per service
- Compliance with Data Protection Act

Performance

Function Type	Target Response
Standard Page loads	≤ 3 seconds
API responses	≤ 1.5 seconds
API Uptime	≥ 99.7%
API rate limit	configurable
Application submission Workflow	≤ 5 seconds
Document upload transactions	≤ 10 seconds

The Ghana Digital Service Platform shall be designed to support national-scale adoption. The architecture must support elastic scalability to accommodate increasing demand as additional MDAs and services are onboarded.

The platform shall:

- support an initial baseline of **50,000 concurrent users**
- scale to **500,000 concurrent users or more** without architectural redesign
- support **millions of registered users**
- support **thousands of services across MDAs**
- maintain consistent performance under peak load conditions

The architecture must support horizontal scaling through containerized microservices, load balancing, and distributed infrastructure.

Availability

- 99.5% uptime minimum for first two years and 99.9% uptime from the third year onward
- The platform should support disaster recovery
- Redundant hosting across data centers

Usability & Accessibility

- Mobile-first UI
- Low bandwidth mode
- Accessibility support (WCAG)
- Multilingual support roadmap

Interoperability

- Open API standards
- Event-driven integration
- Platform independence

Data Backup

The platform shall perform **full backups** and **hourly incremental backups** of critical data, with a minimum retention period of **30 days**.

5.5 SYSTEM ARCHITECTURE

Architectural Model

The architectural model shall follow the proposed mode below

Presentation Layer

- Citizen mobile app
- Officer web portal

Application Services Layer

- Identity & Access Service
- Case Management Engine
- Payment Orchestrator
- Notification Service

- Document Wallet
- Trust Services
- Consent & Audit Service

Integration Layer
- API Gateway
- Service Bus / Event Broker
- MDA Connectors
- External Service Adapters

Data Layer
- Operational databases
- Audit logs
- Metadata registry

External Platforms
- National ID System
- NDPG
- NDE
- Government PKI
- SMS gateways

5.6 MDA ONBOARDING MODEL

MDA onboarding shall follow the platform integration model defined in the Reference Architecture (Annex A) including use of standardized APIs, integration through the National Data Exchange Platform, and adherence to the shared platform services model.

Onboarding Principles
- Integrate once, serve all channels
- Platform-owned identity and payments
- MDA retains business logic authority
- Standardized service definitions

Onboarding Process
- Service readiness assessment
- API mapping & data model alignment
- Sandbox integration
- Security & compliance testing
- Production onboarding

MDA Responsibilities
- Define service rules and workflows

- Provide backend integration APIs
- Provide officers and SLAs

NITA Responsibilities

- Provide platform infrastructure
- Provide identity, payment, and trust services
- Provide monitoring and support
- Provide service onboarding toolkit

6.0 Officer Web Portal

The Officer Web Portal is a secure, web-based administrative interface through which authorized government agency officers (MDAs) manage, process, and resolve citizen service requests. It serves as the backend-facing counterpart to the E-Gov Services Portal and Citizens App where all applications submitted through either channel are routed to and actioned through this portal. The portal shall be accessible to officers of all onboarded MDAs, with access governed by role, agency, and service scope.

Officer Onboarding & Identity Management

- Officers are registered and credentialed via their respective MDA administrator, with identity bound to Ghana Card or approved institutional credentials.
- Multi-factor authentication is mandatory for all officer accounts.
- Role-based access control (RBAC) governs what each officer can view, action, or escalate and is scoped strictly to their agency and assigned service(s).
- PKI certificates issued per agency authenticate all officer sessions and digitally sign decisions.

Case Management & Application Processing

- Officers receive and manage a unified inbox of all citizen applications submitted (via web or app) for their assigned services.
- Full application lifecycle management: review, request additional documents, approve, reject, escalate, or refer to another department.
- Officers can leave internal notes, attach decisions, and record disposition reasons which will all be timestamped and immutably logged.
- Auto-routing assigns applications to the appropriate officer queue based on service type, geography, or load-balancing rules configured by the MDA administrator.
- Officers can communicate directly with citizens through the in-built secure messaging channel

Backend Configuration & Service Management (MDA Admin)

- Designated MDA administrators can configure their agency's services by defining workflows, approval chains, required documents, form fields, eligibility criteria, and SLA thresholds without requiring code changes (no-code/low-code workflow engine).
- Configure automated triggers: notifications, escalation rules, and deadline reminders sent to officers or citizens.
- Manage officer accounts within their agency: create, suspend, assign roles, and define scope of access.
- Define service-level parameters including processing timelines, fee structures (linked to the National Digital Payments Gateway), and applicable regulatory references.

Integration with Agency Backend Systems

- The portal acts as the integration layer between the Ghana.gov platform and each MDA's internal systems. For each onboarded agency, the platform shall establish a dedicated, secure API channel connecting the Ghana.gov backend to the agency's own backend systems, ensuring all case actions, status updates, and data exchanges are reflected in real time at both ends.
- Data submitted by citizens, some of which are pre-filled from registries via the Data Exchange Hub with citizen consent, is surfaced to the officer in a verified, structured view which reduces manual data entry and verification burden.
- Officers can trigger verification calls against national registries (e.g., Ghana Card lookup via NIA, TIN validation via GRA) directly within the case interface.
- All completed transactions are digitally signed using the agency's PKI certificate before being written back to the platform ledger and returned to the citizen.

SLA Monitoring & Workload Dashboard

- Each officer has a personal dashboard showing: pending cases, overdue applications, upcoming SLA breaches, daily throughput, and personal performance metrics.
- MDA administrators have an aggregate dashboard: service-level KPIs, bottleneck identification, officer workload distribution, approval/rejection rates, and processing time trends.
- Automated SLA breach alerts notify both the responsible officer and their supervisor.

Audit, Compliance & Reporting

- Every officer action (view, decision, communication, document access) is logged with a tamper-proof audit trail, in compliance with Ghana's Data Protection Act (Act 843) and Cybersecurity Act (2020).
- Officers can generate service performance reports, case histories, and data access logs for their agency.
- The portal enforces consent boundaries: officers can only access citizen data explicitly consented for their agency's service, with every access logged and reportable to the citizen.

Document & Record Management

- Officers can view, download, and annotate documents submitted by citizens.
- Completed service outputs (permits, certificates, approvals) are generated, digitally sealed, and pushed directly to the citizen's Document Vault on the platform.
- Version control on all documents ensures traceability of any amendments.

Notifications & Communication

- Officers receive in-portal and email notifications for new assignments, SLA warnings, escalations, and system alerts.
- Two-way messaging with citizens is facilitated through a secure, auditable channel where responses initiated by the officer are delivered to the citizen via app push notification, SMS, or email per the citizen's preferences.

Pilot MDA Onboarding

The initial deployment shall support the 10 priority MDAs as stated above and each MDA will be onboarded with their high-volume citizen services configured in the system, establishing the operational baseline for subsequent MDA rollouts.

7.0 PROJECT GOVERNANCE AND CONTROL

This Project will have a well-structured project governance and control framework to reduce the risk factors of the project from project delivery to operations. The project governance and control will be followed strictly by both the vendor and the government actors representing the government. Architectural compliance of the solution shall be assessed against the Reference Architecture (Annex A) during design reviews and technical advisory committee evaluations.

7.1 Project Ownership

The eGovernment Service Portal shall be solely owned by the Government of Ghana represented jointly by the Ministry of Communication, Digital Technology and Innovation through the National Information Technology Agency (NITA).

The product being built out of this process shall be fully owned by the Government of Ghana. The vendor as part of the scope shall operate the platform for the government of Ghana after the delivery of the platform thorough a Design-Build-Operate (DBO) model. The vendor will design, build and operate this platform. The government shall pay the vendor for the operation of the platform.

7.2 Project Approach

The selected vendor shall deliver the eGovernment Service Portal through a structured, architected design aligned with international best practices in digital government delivery. The roadmap shall begin with a comprehensive discovery and co-design phase, encompassing user research, stakeholder engagement, legacy system assessment, and alignment with Ghana's Digital Economy Policy, the Government Enterprise Architecture Framework (GGEA/EGIF), and global standards and Digital Public Goods (DPG) principles.

7.3 Project Control

The Government of Ghana, through the Ministry of Communications and Digitalisation (MoCD) will implement a structured governance and supervision framework to ensure that the Project is delivered:

- On time and within budget
- In alignment with national digital transformation goals
- With full compliance to technical, legal, and user-centric standards
- In a transparent, accountable, and inclusive manner

7.4 Governance Structure

The delivery of this project will be overseen by a multi-tier governance model comprising the following structures:

A. Steering Committee

Chaired by:

Minister, Ministry of Communications, Digital Technology and Innovation (MoCDTI)

Members:

- Director General, NITA
- GDAP Project Coordinator
- Director General, Cyber Security Authority
- Executive Director, Data Protection Commission
- Representative, Ministry of Finance
- Representative, National Identification Authority
- Representative, Bank of Ghana
- Representative, Registrar General / ORC
- Project Director of the Vendor

Responsibilities:

- Provide strategic oversight and ensure alignment with national digital transformation objectives.
- Approve major project milestones, budgets, and implementation plans.
- Resolve high-level policy or institutional issues affecting the platform.
- Approve significant architectural or operational changes recommended by the technical bodies.
- Ensure coordination across government institutions participating in the platform ecosystem.
- Review quarterly progress reports, performance indicators, and adoption metrics.
- Provide policy direction for scaling the platform across government.

B. Platform Management Office (PMO)

Hosted and Chaired by:
National Information Technology Agency (NITA)

Responsibilities:

- Coordinate day-to-day platform management and operational activities.
- Track vendor deliverables, milestones, and contractual obligations.
- Monitor platform performance, service availability, and operational SLAs.
- Manage service onboarding schedules for MDAs.
- Coordinate issue resolution between MDAs, the vendor, and platform operators.
- Prepare regular project and operational reports for the Steering Committee.
- Organize governance meetings including architecture reviews, onboarding reviews, and change advisory sessions.
- Ensure adherence to government digital service standards and operational policies.

C. Technical Architecture Review Board (TARB)

Led by:
Head of Technical Services, NITA

Members:

- Senior Enterprise Architects (NITA)
- Lead Solution Architect (Vendor)
- Integration Architect (NITA)
- Representative – National Data Exchange Platform
- Representative – National Digital Payments Gateway

- Cybersecurity Architecture Representative
- Selected architecture representatives from key MDAs

Responsibilities:

- Review and approve system architecture designs and technical specifications.
- Ensure alignment with the **Ghana Government Enterprise Architecture (GGEA)** and interoperability standards.
- Evaluate compliance with the **Reference Architecture for the Ghana Digital Service Platform**.
- Review major technical design decisions proposed by the vendor.
- Ensure adherence to API-first and event-driven architecture principles.
- Review integration approaches for external systems and national platforms.
- Assess scalability, resilience, and performance architecture.
- Provide architectural guidance for future enhancements and new platform capabilities.

D. Security and Trust Review Group

Led by:
Cyber Security Authority (CSA) in collaboration with NITA

Members:

- Cyber Security Authority representatives
- NITA Security Architecture Team
- Data Protection Commission representative
- Government PKI / Trust Services representatives
- Vendor Security Lead
- Independent cybersecurity advisors where required

Responsibilities:

- Review platform security architecture and controls.
- Ensure compliance with the **Cybersecurity Act**, **Data Protection Act**, and **Electronic Transactions Act**.
- Review implementation of identity management, authentication, and authorization mechanisms.
- Assess cryptographic controls and PKI integration.
- Conduct security design reviews and threat modelling.
- Oversee penetration testing and security assessments prior to deployment.
- Monitor ongoing platform security posture and incident response readiness.
- Provide recommendations for strengthening platform trust services and digital identity integration.

E. MDA Service Onboarding Committee

Led by:
NITA Platform Program Office

Members:

- Representatives from onboarding MDAs
- Platform Service Integration Team
- Vendor Service Onboarding Team
- Technical representatives from NDE and NDPG teams where required

Responsibilities:

- Coordinate onboarding of government services onto the platform.
- Review readiness of MDAs for service digitization.
- Approve service configurations developed using the Service Builder.
- Validate service workflows, forms, and integration points.
- Ensure services comply with the **Digital Service Standard** and platform architecture.
- Coordinate sandbox testing and integration validation.
- Approve production onboarding of services.
- Monitor performance and adoption of onboarded services.

F. Data Governance Committee

Led by:
Data Protection Commission in collaboration with NITA

Members:

- Data governance specialists from NITA
- Representatives from major data-providing MDAs
- Cyber Security Authority representative
- Legal and compliance advisors
- Vendor data architecture representative

Responsibilities:

- Define and enforce platform data governance policies.
- Establish standards for data classification, data sharing, and data retention.
- Oversee compliance with the **Data Protection Act** and related privacy regulations.
- Approve data exchange models across government systems.
- Ensure that all cross-agency data sharing follows the **National Data Exchange Platform governance model**.

- Review consent management mechanisms and data usage controls.
- Monitor data quality and integrity across the platform.
- Oversee audit and transparency requirements relating to government data usage.

G. Change Advisory Board (CAB)

Led by:
Platform Management Office (NITA)

Members:

- Platform Operations Manager
- Architecture Review Board representative
- Security Review Group representative
- Vendor Operations Lead
- Service owner representatives from affected MDAs

Responsibilities:

- Review and approve proposed changes to the platform architecture, infrastructure, and services.
- Assess operational and security impact of proposed system changes.
- Ensure that platform updates do not disrupt critical government services.
- Approve deployment schedules for system upgrades and patches.
- Review emergency changes required to address incidents or vulnerabilities.
- Maintain records of approved changes and ensure compliance with change management policies.
- Ensure alignment between operational changes and architectural governance.

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51. **7.5 Supervision and Monitoring Mechanisms**

To ensure the project is delivered effectively, the following supervision mechanisms will be implemented:

A. Work Plan and Milestone Tracking

- All vendor activities must align with an agreed project plan (Gantt chart) with clear milestones.
- The PMO will monitor delivery progress bi-weekly and prepare monthly summary reports for the Steering Committee.

B. Deliverable Review & Acceptance

- All deliverables (technical, financial, documentation) will be reviewed and approved by designated government reviewers.
- Formal sign-off will be required for milestone payments, based on predefined Acceptance Criteria. This will be done by the issuance and signing of milestones completion certificates by NITA.

C. Change Management and Issue Resolution

- A formal Change Request Process will be established.
- All proposed changes to the scope, design, budget or timeline will be made to the project manager office. Those of technical nature shall go to the technical advisory committee, those of operation in nature will go to the finance oversight committee for review and approval.
- If the proposed change has a commercial impact, the technical advisory committee or finance oversight committee shall escalate this to the project steering committee. And if the scope or timeline is also to change significantly, same shall be done by escalating it to the Steering Committee for review and approval
- All proposed change management must be reviewed and approved before implementation.

D. Performance Monitoring and SLA Enforcement

- Real-time performance dashboards will be used to track:
    - Platform uptime and response times
    - Issue resolution rates
    - MDA / Merchant usage and service uptake
- Vendors will be held accountable to agreed SLAs, and penalties for non-performance will be enforced per contract.

E. Security, Privacy, and Compliance Audits

- Independent third-party audits will be conducted at critical stages:
    - Pre-deployment penetration testing
    - Compliance with data protection and cybersecurity standards
    - Code quality and open-source license validation

F. Quarterly Progress Reviews

- Every quarter, the PSC will conduct a formal review meeting to assess:
    - Technical progress
    - Financial performance
    - Stakeholder satisfaction

- User feedback and risk assessments

52. **7.6 Stakeholder Communication and Transparency**

- A project portal or dashboard will be launched to share progress updates for all identified critical project stakeholders.
- Briefing sessions shall be held for all levels of the governance structure at their meetings.
- Monthly Project Reporting shall be communicated to all identified project stakeholders.

7.7 Roles & Responsibilities

Roles and Responsibilities of the Government of Ghana

The Government of Ghana, through its designated institutions, shall play a central role in governing, supervising, supporting, and sustaining the implementation of the eGovernment Service Portal. The Government's responsibilities span across strategic oversight, operational coordination, regulatory compliance, capacity building, and post-deployment operations and ownership.

i. Strategic Oversight and Policy Alignment

- Ensure the project is aligned with the Overall Digital Agenda of Ghana, Government Enterprise Architecture (GGEA), eGovernment Interoperability Framework (eGIF) and all other technology policy and guideline document.
- Provide high-level direction and decision-making through the Project Steering Committee (PSC) co-chaired by the Ministry of Communication, Digital Technology and Innovation (MoCDTI).
- Approve major deliverables, strategic changes, risk responses, and escalation resolutions during implementation.

ii. Institutional Leadership and Project Ownership

- The Ministry of Communications and Digitalisation (MoCD) shall serve as the lead institution and policy owner, responsible for ensuring the project supports national digital transformation goals.
- The National Information Technology Agency (NITA) shall act as the technical lead, responsible for coordinating implementation, validating deliverables, managing system integration, and ensuring architectural compliance with the Ghana Enterprise Architecture Framework (GGEA/EGIF).
- Participating MDAs (Ministries, Departments, and Agencies) shall play an active role in service digitization, onboarding, testing, and ongoing maintenance of their services.

iii. Supervision and Quality Assurance

- Establish a Project Management Office (PMO) hosted within NITA to:
  - Coordinate day-to-day implementation
  - Manage the vendor relationship
  - Review and approve milestones and deliverables
  - Oversee training and capacity building activities
- Monitor compliance with performance KPIs, SLA obligations, and user feedback mechanisms.
- Convene regular Project Steering Committee reviews and stakeholder engagement forums.

iv. Technical Governance and Compliance

- Facilitate a Technical Advisory Committee comprising government IT experts, cybersecurity professionals, and /DPG advisors to review:
  - Solution architecture
  - Security and interoperability frameworks
  - Privacy, data protection, and open-source adoption
- Ensure alignment with national standards (e.g., GGEA/EGIF, Data Protection Act, Cybersecurity Act) and international best practices (e.g., ISO 27001,).

v. Regulatory and Legal Oversight

- Ensure that the platform complies with all relevant national legislation, including:
  - Data Protection Act, 2012 (Act 843)
  - Electronic Transactions Act, 2008 (Act 772)
  - Cybersecurity Act, 2020 (Act 1038)
- Provide legal review of all software licenses, intellectual property agreements, and data handling protocols.

vi. Stakeholder Coordination and User Engagement

- Establish a User Working Group comprising representatives from MDAs, civil society, business associations, persons with disabilities, youth, and underserved communities to ensure inclusivity in platform design.
- Lead public communication campaigns to raise awareness and promote adoption of the platform.
- Collect and act on citizen feedback to improve services.

vii. Training, Capacity Building and Handover Readiness

- Facilitate training programs for MDA IT staff, service owners, and administrators.
- Ensure internal teams are fully equipped to manage their onboarded services and integrations.
- Oversee the development and implementation of the transition and sustainability plan, ensuring a smooth transition from deployment to operations.

viii. Monitoring, Evaluation, and Learning

- Establish a framework for Monitoring, Evaluation, and Learning (MEL) to track project impact, service usage, and institutional performance.
- Publish periodic reports on platform adoption, service delivery performance, and user satisfaction.
- Promote a culture of continuous improvement through evidence-based decisions and system enhancements.

ix. Post-Implementation Support and Ecosystem Stewardship

- Establish a post-implementation governance structure that will have oversight responsibilities of the operations of the vendor that will be managing the platform on behalf of government.
- Manage the Service Level Agreement between government and the vendor ensuring that government gets value for money and the platform is operated per international best practices.
- Ensure continuous service improvement by managing version releases of the platform to ensure a very dynamic eGovernment Service Delivery Platform.

Roles and Responsibilities of the Vendor

The selected vendor will serve as the technology implementation partner responsible for the design, development, deployment, support, and knowledge transfer related to the eGovernment Service Delivery Portal. The vendor will also operate the platform for the agreed number of years per the contract. The vendor shall work under the strategic oversight of the Government of Ghana and in close coordination with MoCDTI, MoF and NITA.

i. Solution Design and Architecture

- Design a modular, scalable, API-driven, and cloud-native architecture aligned with:

  - Ghana Enterprise Architecture Framework (GGEA/EGIF)
  - and India Stack principles
  - Digital Public Goods (DPG) standards
- Deliver reusable digital building blocks
- Submit architecture diagrams, technical specs, security framework, and system documentation for review and approval by the Government of Ghana.

ii. Development and Customization

- Develop the eGovernment Service Portal including the CitizensApp
  - Role-based access control
  - Service application workflows
  - Secure payments integration
  - Document submission, case tracking, and notifications
- Ensure responsive design and accessibility (WCAG 2.1 compliance), USSD integration, and support for low-bandwidth environments.

iii. Integration with relevant Government Systems

- Integrate the platform with critical national systems and registries, such as NIA, ORC, etc databases
- Align data exchange protocols with Ghana's Interoperability Framework and Data Exchange Hub.
- Provide APIs and integration documentation.

iv. Implementation Methodology and Project Management

- Adopt an agile delivery model, with clear sprint plans, product backlogs, and stakeholder demos.
- Submit and manage a detailed project work plan, risk log, and issue tracker.
- Participate in regular review meetings with the Government PMO and submit bi-weekly progress reports.

v. Testing and Quality Assurance

- Conduct end-to-end testing including:
  - Unit, Integration, System, and User Acceptance Testing (UAT)

   - Accessibility, performance, and usability testing
   - Security and penetration testing by an independent assessor
- Prepare and submit test plans, scripts, logs, and sign-off reports.

vi. Migration and Onboarding

- Migration of existing MDAs and their related services from the current Ghana.gov and MDA specific portal unto the new eGovernment Service Portal with focus on the 10 key priority MDAs
- Onboarding of new government agencies unto the platform

vii. Capacity Building and Knowledge Transfer

- Train staff from NITA, MoCDTI, and any other government agency especially service owners and providers as per their roles assigned them in the operations of the platform.
- Provide comprehensive training materials, SOPs, and user guides.
- Establish a helpdesk playbook and incident response guide for government teams.

viii. Documentation and Deliverables

- Submit all deliverables as and its related documentations as specified in this document.

ix. Operations, Hosting and Maintenance (where applicable)

- The vendor will be responsible of all operational activities of the platform (end to end).
- Set up and manage secure, redundant hosting infrastructure (cloud-native or hybrid model). It is important to note that the platform shall be setup in Ghana using the Government Private Cloud Infrastructure.
- Service update, upgrades, patches. The vendor will have to provide a detailed plan for carrying out these activities.
- The vendor will also be responsible for all third-party management including contract management, licensing and all related activities end-to-end. The vendor will be expected to include all these in their operational costing.
- The vendor will equally be responsible for all aspect of User Support and Feedback management. A comprehensive plan for user support and feedback management will be of the vendor to support user and continuous service improvement.

- The vendor will also plan and implement a very robust and comprehensive system resource and capacity management to ensure proactive and effective resource management, upgrades and refresh of hardware and software.
- The vendor will be responsible for all logging and incident management activities. Must log and report all incidents with respect to outages, service downtime, service degradation, security breaches, etc. All security breaches must be reported to the GovCERT within 24 hours of occurrence.
- Ensure 99.9% uptime, daily backups, disaster recovery protocols, and log monitoring.

x. Compliance and Security Responsibilities

- Ensure full compliance with as provided in the relevant sections above

xi. Innovation, Open Source and Digital Public Goods

- Prioritize the use of open-source technologies that are vendor-neutral, secure, and have a large support community.
- Contribute reusable components and code artifacts to Ghana's DPG ecosystem
- Deliver a developer sandbox, documentation portal, and innovation toolkit to support ecosystem engagement.

xii. Reporting and Communication

- Submit the following on a recurring basis:
  - Bi-weekly implementation status updates
  - Monthly performance and SLA compliance reports
  - Quarterly strategic review decks
  - Final implementation report with metrics and feedback analysis

xiii. Exit and Transition Support

- The vendor will be expected as part of its proposal provide a comprehensive framework for reverse transitioning. The reverse transition plan will cater for when the contract ends and government want to work with another vendor for the operations of the platform
- Ensure a smooth exit process that includes:
  - Transfer of all system access, credentials, and configuration files
  - Decommissioning or handover of hosting infrastructure

  - Final handover meeting and certification of knowledge transfer completion
- Provide support during the operational ramp-up of internal government teams
- The vendor as part of the delivery will be expected to provide source code to the government for the platform built. This is to ensure full ownership of the platform by government.

8.0 PROJECT CONTROL AND GOVERNANCE
8.1 Governance Structure

- **Project Steering Committee** (MoCDTI, NITA,)
- **Project Management Office** (Hosted by NITA)
- **Technical Advisory Group** (IT architects, security specialists)
- **User Working Group** (Citizen representatives, MDA users)

8.2 Monitoring Mechanisms

- Bi-weekly progress reviews
- Monthly steering committee meetings
- Quarterly independent audits

9.0 ROLES & RESPONSIBILITIES
9.1 Government Responsibilities

- Strategic oversight and policy alignment
- Stakeholder coordination across MDAs
- Legal and regulatory compliance assurance
- Capacity building and change management

9.2 Vendor Responsibilities

- Solution design and architecture
- Development and implementation
- System integration and testing
- Operations and maintenance
- Knowledge transfer and training

10.0 VENDOR QUALIFICATIONS & EXPERIENCE

10.1 Legal & Institutional Qualifications

- Minimum 7 years of operations in ICT/digital services
- Valid business registration and tax clearance
- No history of legal conflicts with public agencies

10.2 Technical Experience Requirements

- Minimum 3 large-scale digital platform implementations
- Experience with e-government or citizen-facing platforms
- Proven expertise in modular, API-driven architecture
- WCAG 2.1 compliance experience

10.3 Key Team Requirements

Role	Minimum Experience	Qualifications
Project Manager	15 Overall Experience and 10 years relevant Experience	PMP/PRINCE2 certification
Solution Architect	10 Overall Experience and 5 years relevant Experience	Bachelor's degree in computer science or software engineering. Cloud architecture certification (AWS, Azure, GCP, or equivalent) preferred
Lead Developer	10 Overall Experience and 5 years relevant Experience	Bachelor's degree in software engineering, Computer Science, or related discipline
Cybersecurity Specialist	10 Overall Experience and 5 years relevant Experience	Bachelor's degree in Cybersecurity, Computer Science, or related field. Professional certification such as CISSP, CISM, CEH, or ISO 27001 Lead Implementer/Auditor is preferred in addition.
Business Process Analyst	8 Overall Experience and 5 years relevant Experience	Bachelor's degree in business administration, Information Systems, or Public Administration. BPMN or CBAP certification preferred in addition
Quality Assurance Manager	8 Overall Experience and 5 years relevant Experience	Bachelor's degree in software engineering, Quality Management, or related field. Professional certification such as ISTQB or equivalent certification preferred in addition.
UI/UX Designer	10 Overall Experience and 5 years relevant Experience	Degree in UX/UI Design, Human-Centered Design, or related field
DevOps Engineer	10 Overall Experience and 5 years relevant Experience	Bachelor's degree in computer science, Engineering, or related field. Professional certifications such as DevOps or cloud certification preferred
Integration Specialist	10 Overall Experience and 5 years relevant Experience	Bachelor's degree in computer science, Information Systems, or related field
Trainer/Capacity Building	8 Overall Experience and 3 years relevant Experience	Bachelor's degree in education, ICT, or related field. Certification in training or instructional design preferred

11.0 PROPOSAL SUBMISSION REQUIREMENTS

Vendors must demonstrate how their proposed solution aligns with the Ghana Digital Service Platform Reference Architecture (Annex A) and must provide a mapping of their proposed system components to the architectural layers defined in the reference architecture.

11.1 Technical Proposal Must Include:

- Detailed solution architecture
- Implementation methodology and Workplan
- Transition Migration and Onboarding Plan
- Testing and Quality Assurance Plan
- Team composition and CVs
- Risk management approach
- Documentation, Capacity building and Knowledge Transfer Strategy
- Operations and Maintenance Plan

11.2 Financial Proposal Must Include:

- Detailed cost breakdown
- Payment schedule linked to milestones
- Ongoing operational cost projections
- Exit and transition cost estimates

12.0 PROJECT QUALITY REQUIREMENTS

12.1 Quality Standards

- 100% compliance with critical functional requirements
- WCAG 2.1 AA accessibility compliance
- ISO 27001 security standards
- 80%+ test coverage for all code

12.2 Testing Requirements

- Unit, integration, and system testing
- User Acceptance Testing (UAT) with government representatives
- Security penetration testing
- Performance and load testing

13.0 CONTRACTING MECHANISM

The successful vendor after the procurement and evaluation process will be contracted to deliver the eGovernment Service Portal. The vendor shall design, develop, and deploy the Platform. The vendor shall then migrate the 10 identified government agencies and their services unto the platform. The vendor shall operate and maintain the platform as part of this contract. This component shall be paid for by the GDAP Project.

The Vendor after the one-year post-implementation operations and support phase shall continue to offer operations and maintenance as a form of managed service to the platform. This second part of the project shall be governed by a separate contract to be signed by the Government of Ghana. The vendor as a result is expected to provide recurrent cost for a six-year period (one of which shall be part of what will be funded under this project by GDAP and the remaining five years under a different contract by the Government of Ghana).

The whole five years recurrent cost shall be evaluated as part of the evaluation process under this project just for evaluation purposes but shall be contracted separately as described above.

ANNEX A – REFERENCE ARCHITECTURE FOR THE EGOVERNMENT DIGITAL SERVICE PORTAL

The eGovernment digital service platform shall be built as part of Ghana's **Digital Public Infrastructure (DPI)** and shall work in concert with:

- National Identity ecosystem
- National Data Exchange Platform
- National Digital Payments Gateway
- Government PKI / Trust Services
- Government private cloud and digital infrastructure
- Ghana Government Enterprise Architecture and interoperability framework

REFERENCE ARCHITECTURE OBJECTIVES

The reference architecture is intended to achieve the following objectives

- ***Unified Digital Service Delivery:*** Provide a single, consistent, multi-channel access layer for government services.

- ***Reusable Shared Capabilities:*** Provide common, reusable platform components that can be shared across services and MDAs.

- ***Government-led Interoperability:*** Ensure all data exchange follows a government-governed integration model and standard API contracts.

- ***Security, Privacy, and Trust:*** Embed identity assurance, consent, auditability, encryption, and digital trust services into all service interactions.

- ***Vendor Neutrality and Portability:*** Ensure that components, interfaces, service definitions, and operational artefacts are portable and can be transferred or replaced without disrupting government service continuity.

- ***Phased Scalability:*** Enable progressive onboarding of services, agencies, and advanced capabilities over time.

REFERENCE ARCHITECTURAL PRINCIPLES

The following principles shall govern all platform design and implementation decisions

- ***Government-Owned Architecture:*** The target architecture, standards, API contracts, data rules, and core governance models shall be defined and owned by Government.

- ***Headless and Loosely Coupled Design:*** The citizen-facing channels shall be decoupled from orchestration, workflow, and back-end shared services through well-documented APIs.

- ***API-First and Event-Enabled:*** All core platform capabilities shall be exposed through standardized APIs, while event-driven mechanisms shall be used to support asynchronous workflows, service state changes, inter-system notifications, audit propagation, and decoupled integration across the platform. The architecture shall support both synchronous and asynchronous interaction patterns as appropriate to the service scenario.

- ***Reuse Before Rebuild:*** Shared platform services shall be used wherever possible instead of agency-specific duplication.

- ***Interoperate Through the National Data Exchange Platform:*** All external registry and MDA data integrations shall route through the National Data Exchange Platform unless explicitly exempted by Government.

- ***Security and Privacy by Design:*** Security, consent, audit logging, and privacy controls shall be embedded into all platform layers.

- ***Open Standards and Portability:*** The platform shall adopt open standards, documented interfaces, exportable service definitions, and government-controlled repositories to reduce lock-in.

- ***Inclusive Multi-Channel Access:*** Services shall be designed for web, mobile, assisted service, and low connectivity use cases.

- ***Configurable Service Delivery:*** MDAs shall be able to configure and onboard services using controlled service builder capabilities without requiring full custom development for every service.

- ***Phased Capability Delivery:*** Foundational capabilities shall be prioritized ahead of advanced or optional capabilities.

TARGET OPERATING MODEL

The eGovernment Digital Service Platform shall operate as a **shared government platform** under NITA, with MDAs onboarded as service-owning institutions.

Government Responsibilities

Government shall own:

- business and policy standards
- platform reference architecture
- service standards
- API and interoperability rules
- information security and trust policy
- release approvals
- production governance
- hosting control and operational oversight
- source code and configuration ownership

MDA Responsibilities
Each MDA shall own:

- service policy and legal mandate
- service eligibility and business rules
- service content and forms governance
- approval chains and operational SLAs
- officer assignment and case handling
- service data stewardship within its mandate

Vendor Responsibilities
Vendors shall implement and operate components in line with the government reference architecture and approved technical standards.

CONCEPTUAL ARCHITECTURE
The platform shall be organized into the following architectural layers:

1. Experience Layer
2. Service Delivery and Orchestration Layer
3. Shared Platform Services Layer
4. Integration and Interoperability Layer
5. Data and Information Layer
6. Security and Trust Layer
7. Infrastructure and Operations Layer
8. Governance and Assurance Layer

The reference architecture per the listed layers above is conceptually represented as the diagram below

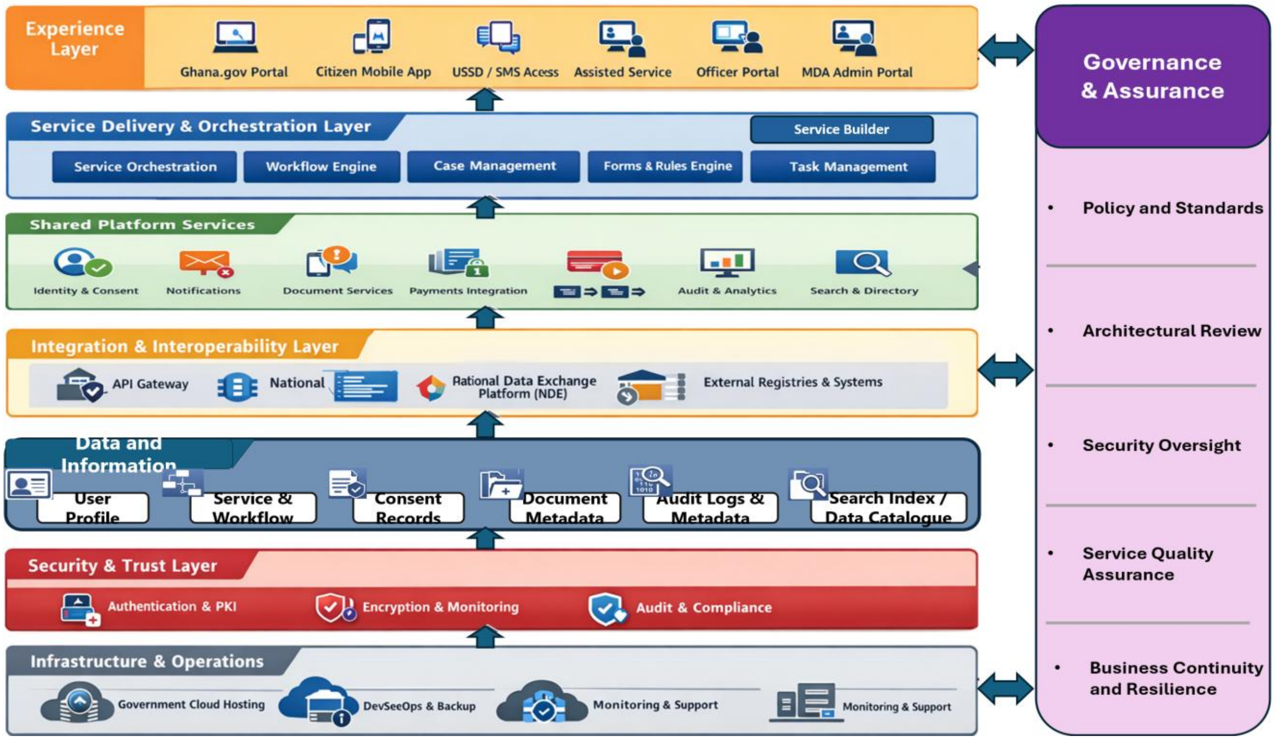

Figure 1. eGovernment Digital Service Portal Target Architecture for Government of Ghana

Layer 1: Experience Layer
This layer provides all interaction channels through which users access government services.

Components

- eGovernment Digital Service web portal
- Citizens mobile application
- USSD/SMS channel
- kiosks and assisted service channels
- officer web portal
- MDA administrative portal

Design Rules

- channels must consume services through APIs
- presentation layer must be replaceable without re-engineering back-end orchestration
- common design system and accessibility rules must be enforced
- multilingual and low-bandwidth support must be accommodated progressively

Key Outcome
A citizen or business should experience a unified service journey regardless of agency.

Layer 2: Service Delivery and Orchestration Layer
This is the heart of the platform. It manages the lifecycle of digital services.

Core Components
- service orchestration engine
- workflow engine
- case management engine
- service builder
- forms engine
- rules engine
- service catalogue
- task and queue management

Important Distinctions
The following are separate logical capabilities and must not be conflicted:
- Service Builder: used by MDA administrators or authorized platform teams to define and configure services
- Case Management / Officer Portal: used by officers to process live applications
- Service Orchestration Engine: runtime layer that coordinates workflow, state transitions, routing, and integration calls

Design Rules
- workflow definitions must be exportable and versioned
- service definitions must be government-owned
- no vendor-proprietary dependency should prevent service migration
- every service must have explicit ownership, SLA, and publication approval

Service Builder Architecture Component
The Service Builder is a platform component within the Service Delivery and Orchestration layer of the reference architecture of the eGovernment Digital Service Platform. The Service Builder enables authorized government administrators to configure, test, publish, update, and manage digital public services using a controlled low-code or no-code environment.
The Service Builder is the controlled configuration environment through which authorized government administrators define, test, approve, and publish digital public services on the platform. It enables the creation of forms, workflows, business rules, document requirements, service metadata, and approved integration bindings using a low-code or no-code approach. The Service Builder serves as the service configuration control plane of the platform and works in conjunction with the workflow engine, forms engine, case management system, shared platform services, and integration layer.
Its purpose is to allow MDAs to onboard and manage services rapidly while ensuring that every service published on the platform complies with government-defined standards for:
- service design
- workflow execution
- data governance
- interoperability

- security
- user experience
- auditability

The Service Builder shall support the creation of digital services without requiring software development for each service. It interacts closely with

- Shared Platform Services Layer
- Integration & Interoperability Layer
- Data & Information Layer
- Governance & Assurance Layer

The Service Builder acts as the service configuration and publishing control plane of the platform. It does not execute live workflows itself. Instead, it defines the configuration that is executed by the:

- workflow engine
- case management engine
- forms engine
- notification engine
- integration layer

In simple terms:

- Service Builder = defines the service
- Workflow / Case Management Engine = runs the service
- Officer Portal = processes the service
- Citizen Portal/App = presents the service to users

Functional Domains of the Service Builder

The Service Builder should contain the following sub-capabilities.

- ***Service Definition Management:*** Allows administrators to define the following
    - service name
    - service description
    - service category
    - life-event classification
    - responsible MDA
    - service owner
    - service eligibility criteria
    - service fees
    - service SLAs
    - required supporting documents
- ***Form Configuration Engine:*** Allows administrators to configure the following
    - service application forms
    - field types and validations
    - mandatory and optional fields
    - reusable form templates
    - conditional form logic
    - pre-filled fields from trusted sources
    - document upload sections

- ***Workflow Configuration Engine:*** Allows administrators to define the following
    - workflow stages
    - officer queues
    - approval and rejection paths
    - escalations
    - parallel approvals
    - sequential approvals
    - referral rules
    - turnaround timelines
    - SLA checkpoints
- ***Business Rules Configuration:*** Allows administrators to configure the following
    - service eligibility logic
    - document validation conditions
    - payment preconditions
    - routing logic
    - exception handling rules
    - decision thresholds
    - auto-approval / auto-rejection rules where applicable
- ***Integration Binding Configuration:*** Allows services to be linked to external systems and shared platform capabilities, including
    - identity verification
    - registry lookups via the National Data Exchange Platform
    - payment initiation via the National Digital Payments Gateway
    - notification triggers
    - document verification
    - trust services / PKI where applicable
    - This should be configurable through approved connectors and not require custom code for every service.
- ***Service Publication & Lifecycle Management:*** Allows services to move through controlled stages such as
    - draft
    - under review
    - test / staging
    - approved
    - published
    - suspended
    - retired
    - version upgraded
- ***Version Control & Change Tracking:*** The Service Builder must support the following capabilities
    - service versioning
    - workflow versioning
    - rollback capability
    - change history
    - approval history
    - audit trail of who changed what and when

- ***Testing & Validation:*** The Service Builder must support the following
    - service simulation
    - workflow testing
    - integration testing with sandbox services
    - user acceptance preview
    - policy compliance checks
    - accessibility checks where possible

Users of the Service Builder
The following will be the users of the Service Builder
- ***MDA Service Owner:*** Responsible for policy and service requirements.
- ***MDA Service Administrator:*** Responsible for configuring the service in the platform.
- ***NITA Platform Administrator:*** Responsible for quality assurance, standards review, and publication approval.
- ***Technical Review / Governance Team:*** Responsible for architecture, security, and compliance review before production release.

Inputs to the Service Builder
The Service Builder will consume inputs such as the following
- government service policy and legal rules
- approved service design standards
- form content and document requirements
- workflow definitions
- service SLAs
- integration specifications
- payment rules
- data sharing requirements
- trust and security requirements

Outputs of the Service Builder
The Service Builder produces structured artefacts such as:
- service configuration definitions
- digital form definitions
- workflow definitions
- business rules definitions
- notification rules
- integration configuration bindings
- service metadata
- publication and approval status
- version-controlled release packages

These outputs should be exportable, portable, and government-owned.

Dependencies
The Service Builder depends on the following platform components.

Dependent Component	Relationship
Workflow Engine	Executes workflows configured in Service Builder
Forms Engine	Renders forms configured in Service Builder
Case Management Engine	Manages cases created from configured services
Notification Service	Sends messages triggered by configured workflows
Identity Service	Supports identity-linked services
Payment Gateway Integration	Enables fee-based service flows
National Data Exchange Platform	Supports registry and MDA data integrations
Audit & Logging Services	Captures service changes and usage events

Governance Requirements
The Service Builder must not operate as an uncontrolled publishing tool.
It must be governed through:

- service approval workflow
- architecture compliance checks
- security and privacy reviews
- integration validation
- accessibility review
- service owner approval
- NITA publication authorization

This ensures that services published on the platform remain compliant with the Digital Service Standard and Reference Architecture.

Non-Functional Requirements for the Service Builder
The Service Builder should meet the following minimum qualities.

- ***Usability:*** It must be usable by non-developer administrators with appropriate training.
- ***Auditability:*** All changes must be logged and attributable to named users.
- ***Portability:*** Service definitions must be exportable in structured open formats.
- ***Security:*** Only authorized users may configure, approve, publish, or modify services.
- ***Version Safety:*** Changes to service configuration must not disrupt active transactions.
- ***Environment Separation:*** The Service Builder must support draft, test, staging, and production promotion processes.

Layer 3: Shared Platform Services Layer
These are reusable services used by multiple MDAs.

Shared Services

- identity and profile service
- consent management service

- notification and messaging service
- document submission and verification service
- digital document / verifiable credential wallet
- guarantor / witness component
- audit and transparency service
- search and service discovery service
- appointment and scheduling service where applicable
- analytics and reporting service

Must-Have at Launch

- service catalogue
- forms
- workflow
- case tracking
- notifications
- consent logging
- audit trail
- document upload
- payment initiation integration

Later Phases

- recommendation engine
- advanced AI fraud detection
- full verifiable credentials / digital document wallet
- proactive service suggestions
- advanced life-event personalization

Layer 4: Integration and Interoperability Layer

This layer governs how the platform communicates with national platforms and MDA systems.

Mandatory Government Rule

All registry and cross-agency data exchange shall pass through the National Data Exchange Platform (NDE) unless Government explicitly authorizes otherwise.

Components

- API gateway
- service adapters
- event broker
- integration monitoring
- API developer portal
- connector framework

External Integrations

- National Identity ecosystem / Ghana Card
- National Digital Payments Gateway
- National Data Exchange Platform

- Government PKI / Trust Services
- GRA, SSNIT, NHIS, ORC, DVLA, and other approved registries
- MDA back-office systems

Required Government-Owned Artifacts

Before procurement or implementation, Government should publish:

- API standards
- authentication and authorization model
- consent token model
- error handling standards
- service-level expectations
- data exchange patterns
- integration security requirements

Event-Driven Integration Pattern

The platform shall support an event-driven integration pattern to enable asynchronous communication between platform components, shared services, and connected external systems. Event-driven integration shall be used where appropriate to improve scalability, resilience, auditability, and loose coupling across the ecosystem.

The architecture shall support the use of an approved event broker or messaging backbone for the publication, subscription, routing, and processing of platform events such as:

- service request initiation
- application submission
- workflow state changes
- payment confirmation and refund events
- document upload and verification events
- consent grant and revocation events
- case assignment and escalation events
- service completion and issuance events
- notification triggers
- monitoring and audit events

Where cross-agency data exchange is required, event-driven interactions shall still conform to the government's interoperability model and relevant controls of the National Data Exchange Platform. Some services still need synchronous API calls, especially for:

- identity verification
- fee calculation
- immediate validation
- service submission acknowledgement

Some examples of event driven moments are as below

1. Citizen submits an application
   → event published
   → workflow starts
   → case created
   → acknowledgement notification sent
2. Payment gateway confirms payment
   → payment-confirmed event published
   → application status updated
   → receipt issued
   → officer queue activated
3. Officer approves case
   → approval event published
   → certificate issuance triggered
   → document wallet updated
   → citizen notified
4. Consent granted or revoked
   → consent event published
   → data access permissions updated
   → audit log recorded

Layer 5: Data and Information Layer
This layer defines how data is structured, governed, stored, exchanged, and audited.

Data Domains
- user profile data
- service application data
- workflow and case data
- consent records
- notification records
- document metadata
- audit logs
- service catalogue metadata
- operational analytics data

Key Principles
- authoritative source data remains with source systems unless policy states otherwise
- the platform shall minimize replication of registry data
- all shared data use must be consent-driven or legally grounded
- data models shall be standardized and governed centrally
- historical records and live operational data must be clearly separated
- data retention and archival rules must be defined by class of data

Data Ownership
Government owns:
- all data
- metadata
- audit records

- service definitions
- derived data sets generated by platform operations

Layer 6: Security and Trust Layer
This layer provides identity assurance, data protection, system integrity, and non-repudiation.

Components
- authentication and access control
- identity assurance framework
- consent enforcement
- encryption services
- digital signature and seal integration
- certificate validation
- key management / HSM integration
- audit logging
- threat monitoring and incident response
- fraud and anomaly monitoring

Recommended Identity Assurance Model
Instead of mandating every authentication method everywhere, define assurance levels:
- **Low Assurance**: low-risk informational services
- **Medium Assurance**: authenticated service requests
- **High Assurance**: legally sensitive, financially significant, or identity-sensitive transactions

This is a better model than simply listing many login methods together.

PKI Positioning
PKI must be treated as a **national shared trust service**, not embedded as a proprietary portal feature. The architecture shall assume integration to national PKI when ready and shall phase such integration based on actual readiness.

Layer 7: Infrastructure and Operations Layer
This layer supports hosting, resilience, monitoring, release management, and business continuity.

Hosting Principles
- production hosting shall be on government-controlled infrastructure, preferably the Government Private Cloud or an approved sovereign hosting arrangement
- environments shall include dev, test, staging, and production
- infrastructure-as-code shall be mandatory
- logs, metrics, traces, and backups must be government-accessible

DevSecOps Principles
- source repositories must be government-owned or jointly controlled with full government access

- CI/CD pipelines must be government-controlled or capable of immediate transfer
- no production release without government approval
- rollback capability must exist independent of vendor intervention

Operational Capabilities

- observability and monitoring
- incident management
- backup and disaster recovery
- capacity planning
- patch and release management
- vulnerability management

Layer 8: Governance and Assurance Layer

This layer ensures that service quality, architecture compliance, security compliance, and operational accountability are maintained.

Governance Structures

- Steering Committee
- Platform Management Office
- Technical Architecture Review Board
- Security and Trust Review Group
- MDA Service Onboarding Committee
- Data Governance Committee
- Change Advisory Board

Mandatory Governance Controls

- service publication approval
- architecture compliance review
- security testing approval
- release approval
- SLA monitoring
- change control
- migration approval
- vendor performance review
- portability and exit-readiness testing

GHANA DIGITAL SERVICE STANDARD

A service shall not be published simply because it is technically working.

Government shall define a **Digital Service Standard** that all services must meet before publication.

This standard should cover:

- user research evidence
- accessibility compliance
- data minimization
- legal and regulatory validity

- integration readiness
- security baseline
- service owner designation
- SLA definition
- support and grievance path
- privacy and consent requirements
- analytics instrumentation

Purpose
The Ghana Digital Service Standard defines the minimum requirements that government digital services must meet before they can be published on the national digital service platform.
The purpose of the standard is to ensure that digital services are:
- citizen-centered
- secure and reliable
- legally compliant
- accessible and inclusive
- interoperable with government systems

Service Design Requirements
Every digital service must:
- demonstrate user research evidence
- follow the national design system and accessibility guidelines
- simplify service workflows where possible
- minimize data collection and reuse existing government data where permitted

Services must be designed around user needs rather than agency structures.

Data Requirements
Services must comply with national data governance principles.
Requirements include:
- collecting only necessary data
- using existing government registries when possible
- implementing consent-based data sharing
- protecting personal data in accordance with the Data Protection Act

Security Requirements
Every service must meet baseline cybersecurity standards.
These include:
- identity verification appropriate to the risk level of the service
- encrypted data transmission
- audit logging of user and officer actions
- compliance with national cybersecurity frameworks

Accessibility Requirements
All services must comply with accessibility standards.
This includes:
- WCAG accessibility compliance

- support for mobile devices
- clear language and user guidance
- availability of alternative access channels where possible

Service Ownership

Each service must have a designated service owner. This means for every service that will be onboarded, there should be a designated MDA that owns the service. Beyond the MDA ownership, there should be a department and an officer within the MDA who owns that service and should be well document and updated whenever necessary.

The service owner is responsible for:

- service policy compliance
- operational performance
- user support and grievance handling
- maintaining service information and documentation

Monitoring and Continuous Improvement

All services must support performance monitoring and continuous improvement.

This includes:

- service usage analytics
- performance monitoring
- user feedback collection
- periodic service review

REFERENCE API AND INTEGRATION RULES

Purpose

These rules define how government digital platforms integrate with other government systems and registries.

The objective is to ensure:

- standardized interoperability
- secure data exchange
- consistent API governance
- reduced integration complexity

Integration Model

All platform components must follow an API-first integration model.

This requires:

- well-documented APIs
- standardized request and response structures
- version control for APIs
- integration monitoring and logging

National Data Exchange Platform Requirement

All cross-agency data exchange must be routed through the National Data Exchange Platform (NDE).

Direct system-to-system integrations between MDAs are discouraged unless explicitly authorized.
The NDE shall act as the central interoperability layer for government data exchange.

API Security
All APIs must implement security controls including:
- strong authentication and authorization
- encrypted communication channels
- rate limiting and abuse prevention
- audit logging of data access

Data Sharing Governance
Data sharing between government agencies must comply with:
- national data protection laws
- defined data-sharing agreements
- consent management frameworks where applicable

API Documentation
All government APIs must include standardized documentation covering:
- endpoint definitions
- request and response formats
- authentication methods
- error codes and handling
- rate limits and performance expectations

Integration Testing and Certification
Before integration into production environments, all external systems must undergo:
- integration testing
- security validation
- performance testing
- compliance verification

Developer Ecosystem
The platform shall provide a developer environment including:
- sandbox testing environments
- API documentation portals
- sample integration guides
- monitoring and analytics for API usage

This will encourage innovation and collaboration within the government digital ecosystem.

In summarizing, the following rules should be explicit:

- ***Rule 1:*** All citizen-facing channels interact with back-end platform capabilities via documented APIs.

- ***Rule 2:*** All external data retrieval from registries and cross-agency systems routes through the National Data Exchange Platform.

- ***Rule 3:*** The National Digital Payments Gateway is the only approved payment processing path for platform services, unless Government grants exception.

- ***Rule 4:*** PKI, digital signatures, seals, and trust services are consumed as shared national services.

- ***Rule 5:*** No MDA-specific implementation may bypass core platform controls for consent, audit logging, and identity assurance.

MODULAR IMPLEMENTATION STRATEGY

The eGovernment Digital Service Platform will be implemented through a modular approach. The proposed modular approach is the suggested approach. Vendors are allowed to refine it based on their architecture and methodology but should align to the target architecture.

Module 1 – Platform Design: Development of core architecture, service standards, integration frameworks, and priority services. This phase will also carry out the necessary assessment prior to design. The assessment will include the current Ghana.gov environment, the current onboarded services and the priority services that have been scoped to be part of this project (10 MDAs). Based on this assessment, the vendor shall produce a Detailed Solution Design Document (DSDD) describing all the component requested for in the target architecture or reference architecture.
The DSDD shall be submitted to the Government of Ghana through NITA for review and approval. Development activities shall not commence until the design document has been formally reviewed, accepted, and signed off by the Government.

Module 2 – Core Platform Deployment: Deployment of all the core component of the platform including

- service orchestration engine
- workflow engine
- case management engine
- service builder
- forms engine
- rules engine
- service catalogue
- task and queue management

This module shall also deploy the shared services artifacts including

- identity and profile service
- consent management service
- notification and messaging service
- document submission and verification service
- digital document / verifiable credential wallet
- guarantor / witness component

- audit and transparency service
- search and service discovery service
- appointment and scheduling service where applicable
- analytics and reporting service

Module 3 – Application and Integration: Under this module, the experience layer shall be deployed including

- eGovernment Digital Service web portal
- Citizens mobile application
- USSD/SMS channel
- kiosks and assisted service channels
- officer web portal
- MDA administrative portal

The integration layer activities shall also happen under the Module 3. This will include

- API gateway
- service adapters
- event broker
- integration monitoring
- API developer portal
- connector framework

The other activity expected to be done under Module 3 will be the external platform integration. The external platform will include

- National Identity ecosystem / Ghana Card
- National Digital Payments Gateway
- National Data Exchange Platform
- Government PKI / Trust Services
- GRA, SSNIT, NHIS, ORC, DVLA, and other approved registries
- MDA back-office systems

Module 4 – Onboarding and User Acceptance Testing: Under this module the onboarding of services for the scoped MDAs shall be done. A comprehensive UAT shall also be done prior to go-live. The following key MDAs are part of the scope under this project

- Ghana Revenue Authority
- Electricity Company of Ghana Ltd.
- Ghana Water Company Ltd
- Ghana Health Service
- Social Security and National Insurance Trust
- Environmental Protection Agency
- Passport Services
- DVLA
- ORC
- Births and Deaths

For each MDA, the vendor shall:

- Identify and configure the high-volume citizen services for initial onboarding
- Establish secure API integrations with MDA backend systems (where applicable)
- Digitize existing service forms into the platform
- Configure officer roles, workflows, and SLA parameters
- Train agency administrators and officers on system usage
- Conduct end-to-end UAT with officers and test transactions

UAT shall cover:

- Application submission (web + mobile), officer processing, payments, and notifications
- Security, compliance, and audit trail validation
- Interoperability with national systems (NIA, GRA, SSNIT, etc) ,MDA backend systems and payment platform(based on readiness)
- Performance and load testing across all onboarded MDAs

Acceptance Criteria

All deliverables and milestones under this project shall meet the following acceptance criteria before formal sign-off by NITA:

Module/Deliverable Acceptance:

- All deliverables submitted in accordance with agreed specifications and timelines
- Successful completion of UAT with no critical or high-priority defects outstanding
- Sign-off from designated NITA Project Manager and relevant MDA technical leads
- All documentation (technical, operational, training materials) submitted and approved

Technical Acceptance:

- Platform performance meets specified SLAs (response time <3s, 99.7% uptime, 50,000 concurrent users)
- Security compliance validated (ISO 27001, OWASP Top 10, Ghana Cybersecurity Act)
- Interoperability confirmed with all specified national systems (NIA, GRA, SSNIT, NHIS, etc)
- PKI integration operational with digital signatures and certificates functioning across all MDAs
- Data protection compliance verified (Ghana Data Protection Act, audit trails, consent management)

MDA Onboarding Acceptance (per MDA):

- Key services successfully configured and tested
- Backend API integrations operational (where applicable)
- At least 20 successful end-to-end test transactions completed
- Officers trained and able to independently process applications
- Agency-specific workflows, roles, and SLAs configured and validated

User Acceptance Testing (UAT) Acceptance:

- All critical and high-priority defects resolved
- UAT test cases passed at >95% success rate
- Performance and load testing confirms system stability under peak loads
- Accessibility compliance validated (WCAG 2.1 AA)
- Multi-channel functionality verified (web, mobile app)

Knowledge Transfer & Sustainability:

- Training completed for designated government technical teams

- All source code, documentation, and configurations transferred to government
- Operational playbooks and admin guides delivered and accepted
- Transition plan approved and handover completed

Milestone Payment Triggers:

- Formal acceptance certificate issued by NITA upon successful completion of acceptance criteria
- No milestone payment shall be released without written sign-off confirming acceptance

Part III – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

Table of Clauses

Section VIII - General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder;

(b) "Priced Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;

(c) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;

(c) "Association" means the International Development Association, Washington, D.C., U.S.A.;

(d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer;

(e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of the Contract Agreement;

(f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(g) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration;

(h) "Employer" means the party who employs the Service Provider;

(i) "Employer's Personnel" means all staff, labor and other employees of the Employer engaged in fulfilling the Employer's obligations under the Contract; and any other personnel identified as Employer's Personnel, by a notice from the Employer to the Service provider;

(j) "ES" means Environmental and Social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

(k) "Foreign Currency" means any currency other than the currency of the country of the Employer;

(l) "GCC" means these General Conditions of Contract;

(m) "Government" means the Government of the Employer's Country;

(n) "Local Currency" means the currency of the country of the Employer;

(o) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;

(p) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;

(q) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;

(r) "Service Provider's Personnel" means all personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services;

(s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

(t) "Specifications" means the specifications of the Services included in the Contract, and any additions and modifications to the specifications in accordance with the Contract;

(u) "Services" means the work to be performed by the Service Provider pursuant to the Contract;

(v) "Sexual Exploitation and Abuse" "(SEA)" means the following:

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

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

(w) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider's Personnel with other Service Provider's Personnel or Employer's Personnel;

(x) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Employer's Country, unless otherwise **specified in the Special Conditions of Contract (SCC).**

1.3 Language This Contract has been executed in the language **specified in the SCC,** which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC.**

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

1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**

1.7 Inspection and Audit by the Bank

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Service Provider's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.10 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**

2.2 Commencement of Services

2.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. Such submission to the Employer shall include any applicable environmental and social management plan to manage environmental and social risks and impacts.

The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.4.1 Value Engineering

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

(a) the proposed change(s), and a description of the difference to the existing contract requirements;

(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and

(c) a description of any effect(s) of the change on performance/functionality.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

(a) accelerates the delivery period; or

(b) reduces the Contract Price or the life cycle costs to the Employer; or

(c) improves the quality, efficiency, safety or sustainability of the services; or

(d) yields any other benefits to the Employer,

without compromising the necessary functions of the Services.

If the value engineering proposal is approved by the Employer and results in:

(a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or

(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

(b) if the Service Provider become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

(a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.

(b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the

Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Service Provider's Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Priced Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of the Service Provider's Personnel employed for the execution of Services at the locations in the Employer's country where the Services are executed.

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

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

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

(a) which may include:

(i) the procedures to establish and maintain a safe working environment;

(ii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from natural or man-made hazards);

(iii) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,

(iv) the measures to be implemented to avoid or minimize the spread of communicable diseases; and

(b) any other requirements stated in the Employer's Requirements.

The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

The Service Provider shall require that its Subcontractors execute the Services in accordance with the Contract, including complying with applicable ES requirements and the obligations set out in GCC Sub-Clause 3.12.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Service Provider's Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any business or professional activity that would conflict with the activities assigned to them under this Contract. The Service provider has an obligation and shall ensure that its Service Provider's Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC;** and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),

(c) changing the Program of activities; and

(d) any other action that may be **specified in the SCC.**

Submission by the Contractor for the Employer's approval, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix I- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

If specified in Appendix B, the reporting requirements shall include applicable environmental and social aspects.

If stated in the SCC, the reports shall include status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation

The Service Provider shall inform the Employer immediately of any allegation, incident or accident in the locations in the Employer's country where the Services are executed, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; any cyber security incidents **as specified in the SCC**; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Service Provider, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Employer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Services which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's, its Subcontractors' and suppliers' Personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Service provider shall provide full details of such incidents or accidents to the Employer within the timeframe agreed with the Employer.

The Service Provider shall require its Subcontractors and suppliers to immediately notify the Service Provider of any incidents or accidents referred to in this Sub- Clause.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.**

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC.** The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

3.9 Performance Security

If required as **specified in the SCC**, the Service Provider shall provide to the Employer a Performance Security for the performance of the Contract, in the amount **specified in the SCC** and no later than the date specified in the Letter of acceptance.

As **specified in the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Employer; and shall be in one of the format stipulated by the Employer in the **SCC**, or in another format acceptable to the Employer.

The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the Attachment 1 to the GCC.

The Employer requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

3.12 Code of Conduct

The Service Provider shall have a Code of Conduct for the Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided.

The Service Provider shall take all necessary measures to ensure that each Service Provider's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

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

The Service Provider shall also ensure, as applicable, that the Code of Conduct is visibly displayed in locations in the Employer's country where the Services are executed as well as in areas outside the locations accessible to the local community and any project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Service Provider's Personnel, Employer's Personnel and the local community.

The Service Provider's Management Strategy and Implementation Plans, as applicable, shall include appropriate processes for the Service Provider to verify compliance with these obligations.

3.13 Training of Service Provider's Personnel

The Service Provider shall provide appropriate training to its relevant personnel on any applicable ES aspects of the Contract, including appropriate sensitization on prohibition of SEA/SH.

As stated in the Employer's Requirements or as instructed by the Employer, the Service Provider shall also allow appropriate opportunities for the relevant Service Provider's Personnel to be trainedon applicable ES aspects of the Contract by the Employer's Personnel and/or other personnel assigned by the Employer.

The Service Provider shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Service Provider's Personnel.

3.14 Security of the Site

Unless stated otherwise in the SCC, the Service Provider shall be responsible for the security at the locations in the Employer's country where the services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

If required in the SCC, prior to the Starting Date for the commencement of Services, the Service Provider shall submit for the Employer's No-objection a security management plan that sets the security arrangements for the locations in the Employer's country where the Services are executed.

In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in the Employer's Requirements.

The Service Provider shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Service Provider's personnel, Employer's personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer's Reqquirements.

The Service Provider shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

3.15 Protection of the Environment

As applicable, the Service Provider shall take all necessary measures to:

i. protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and

ii. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider's operations and/ or activities.

The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from the its activities shall exceed neither the values that may be indicated in the Employer's Requirements, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider's operations and/or activities, the Service Provider shall agree with the Employer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Employer.

3.16 Cyber Security

Pursuant to the SCC, the Service Provider, including its Subcontractors/suppliers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Service Provider, including its Subcontractors/ suppliers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.

3.17 Cultural Heritage Findings

All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, religious interest found on the locations in the Employer's country where the Services are carried out shall be placed under the care and custody of the Employer.

As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Employer, to give the Employer the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructions for dealing with it.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) The Employer may require the Service Provider to remove (or cause to be removed) a Service Provider's Personnel, who:

(i) persists in any misconduct or lack of care;

(ii) carries out duties incompetently or negligently;

(iii) fails to comply with any provision of the Contract;

(iv) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;

(v) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;

(vi) has been recruited from the Employer's Personnel;

(vii) undertakes behavior which breaches the Code of Conduct (ES), as applicable.

As appropriate, the Service provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Employer to remove or cause to remove any person, the Service provider shall take immediate action as appropriate in response to any violation of (i) through (vii) above. Such immediate action shall include removing (or causing to be removed) from the locations where the Services are carried out , any Service Provider's Personnel who engages in (i), (ii), (iii), (iv), (v) or (vii) above or has been recruited as stated in (vi) above.

(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.3 Service Provider's Personnel

Engagement of Service Provider's Personnel

The Service Provider shall make arrangements for the engagement of the Service Provider's Personnel.

The Service Provider is encouraged, to the extent practicable and reasonable, to use local labor that has the necessary skills.

Subject to GCC 5.1, the Service Provider shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all personnel to be employed for the Services into the Employer's country.

The Service Provider shall at its own expense provide the means of repatriation to all of its personnel employed for the execution of the Services to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure.

Persons in the Service of Employer

The Service Provider shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel.

Labor Laws

The Service provider shall comply with all the relevant labor laws applicable to the Service Provider's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Service Provider shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.

The Service Provider shall, in all dealings with its personnel 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.

Rates of Wages and Conditions of Labor

The Service Provider shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the Service is carried out. If no established rates or conditions are applicable, the Service Provider shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Service Provider.

The Service Provider shall inform the Service Provider's Personnel about their liability to pay personal income taxes in the Employer's country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the country for the time being in force, and the Service provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.

Facilities for Service Provider's Personnel

If **stated in the SCC and subject to GCC Sub-Clause 5.3**, the Service Provider shall provide and maintain all necessary accommodation and welfare facilities for the Service Provider's Personnel employed for the execution of the Contract at the locations in the Employer's country where the Services are provided.

In the event of the death of any of the Service Provider's Personnel or accompanying members of their families, the Service Provider shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise specified in the SCC.

Workers' Organizations

In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Service Provider shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Service Provider shall enable alternative means for the service provider's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Service Provider shall not seek to influence or control these alternative means. The Service Provider shall not discriminate or retaliate against the Service Provider's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

Non-Discrimination and Equal Opportunity

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

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

Forced Labor

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

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

Child Labor

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

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

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

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

(a) with exposure to physical, psychological or sexual abuse;

(b) underground, underwater, working at heights or in confined spaces;

(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;

(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

5. Obligations of the Employer

5.1 Assistance and Exemptions The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

5.2 Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price

(a) The price payable in local currency is **set forth in the SCC.**

(b) The price payable in foreign currency is set **forth in the SCC.**

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify,** the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC.** Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC.** If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$\mathbf{P_c = A_c + B_c\ Lmc/Loc + C_c\ Imc/Ioc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labor; both in the specific currency "c".

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency "c".

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Zn is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC.** The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.

(c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC,** together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 Unless otherwise agreed by both the Employer and the Service Provider, arbitration shall be conducted as follows:

(a) For contracts with foreign Service Providers:

unless otherwise specified in the SCC; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location **stated in the SCC**; and the arbitration shall be conducted in the ruling language **stated in the SCC**;

and

(b) For contracts with national Service Providers, arbitration with proceedings conducted in accordance with the laws of the Employer's country.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

ATTACHMENT 1

Fraud and Corruption

(Text in this Attachment shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

v. "obstructive practice" is:

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

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

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

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

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

Section IX - Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words "in the Government's country" are amended to read "in **The Republic of Ghana**
1.1(a)	The Adjudicator is **Allen Stanley-Marbell**
1.1(e)	The contract name is D**esign, Development, Operations and Maintenance of the eGovernment Digital Services Platform**
1.1(h)	The Employer is **The Republic of Ghana represented by the Ministry of Communication, Digital Technology and Innovation**
1.1(o)	The Member in Charge is **Alexander Yaw Arphul**
1.1(q)	The Service Provider is ____________________
1.2	The Applicable Law is: **The Laws of the Republic of Ghana**
1.3	The language is **English**
1.4	The addresses are: Employer: **Ministry of Communication, Digital Technology and Innovation** Attention: **Alexander Yaw Arphul, Chief Director** Service Provider: ____ Attention: ____ Telex: ____ Facsimile: ____
1.6	The Authorized Representatives are: For the Employer: **Alexander Yaw Arphul, Chief Director** For the Service Provider: ________________________________
2.1	The date on which this Contract shall come into effect is the Date of Contract Effectiveness is **2nd November 2026**
2.2.2	The Starting Date for the commencement of Services is **Five (5)** days after Effective date.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.3	The Intended Completion Date is **Six Months from date of Commencement**
2.4.1	If the value engineering proposal is approved by the Employer the amount to be paid to the Service Provider shall be …… of the reduction in the Contract Price. **Not Applicable**
3.1	Health and safety manual is **not required**
3.2.3	Activities prohibited after termination of this Contract are: **None**
3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle –US$10,000.00 (ii) Third Party liability – US$20,000.00 (iii) Employer's liability and workers' compensation – US$50,000.00 (iv) Professional liability – US$100,000.00 (v) Loss or damage to equipment and property – US$50,000.00
3.5(d)	The other actions are **Not Applicable**
3.6	**Non-Applicable**
3.7	Restrictions on the use of documents prepared by the Service Provider are: The Service Provider shall not use the documents for any purpose other than that pertaining to this contract unless with the written authorization of the Purchaser.
3.8.1	The liquidated damages rate is **0.5% per day** The maximum amount of liquidated damages for the whole contract is **10 percent** of the final Contract Price.
3.8.3	The percentage _____________________ to be used for the calculation of Lack of performance Penalty(ies) is **Not Applicable**.
3.9	A Performance Security **shall be required** If required, the Performance Security shall be in the form of: a Bank Guarantee. The amount of the Performance Security shall be: **10%** If required, the Performance security shall be denominated in Ghana Cedis
3.11	**Not Applicable**
3.13	**Not Applicable**

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.16	**Not Applicable**
5.1	The assistance and exemptions provided to the Service Provider are: **Not Applicable.**
6.2(a)	The amount in local currency is ____________________.
6.2(b)	The amount in foreign currency or currencies is _______________.
6.3.2	The performance incentive paid to the Service Provider shall be: **Not Applicable**
6.4	Payments shall be made according to the following schedule: • Advance Payment Twenty Percent (20%) of the entire Contract Price, exclusive of all Recurrent Cost, shall be paid against receipt of a claim accompanied by the Advance Payment Security specified in GCC Clause 13.2. • Development and Configuration Additional Twenty Percent (20%) of the entire Contract price shall be paid against NITA's certification of completion of Development and Configuration of the Platform. This shall be in accordance of the list of activities listed in the Priced Activity Schedule under Section IV. The certificate of completion should be accompanied by a User Acceptance Testing Completion report. • Migration and Onboarding Additional Thirty Percent (30%) of the entire Contract Price shall be paid against NITA's certification upon the successful completion of the onboarding of all scoped agencies. This shall be upon the successful completion of a User Acceptance Testing onboarding and all functionalities with respect to data sharing rules have been successfully tested. NITA's certificate should be accompanied by a User Acceptance Testing Report. • Capacity Building and Knowledge Transfer Twenty Percent (20%) of the entire contract price shall be paid against NITA's certification upon the successfully completion of all capacity building and knowledge transfer activities. The certificate of completion to be issued by NITA shall be accompanied by a capacity and knowledge transfer completion report duly reviewed and certified.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	• Go-Live and Project Completion Report The final Ten Percent (10%) of the entire Contract Price shall be paid upon the Project going live and a Project Completion Report submitted by the Vendor. The Project Completion Report shall include all necessary operational document as listed in the Supplier's Requirement and Evaluation Criteria. • The Advance Payment Security shall be released to the Service Provider after the completion of Capacity Building and Knowledge Transfer.
6.5	Payment shall be made within **30 days** of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within **45 days** in the case of the final payment. The interest rate is **Not Applicable**
6.6.1	Price adjustment is **Not Applicable**.
7.1	The principle and modalities of inspection of the Services by the Employer are as follows: **User Acceptance Testing** The Defects Liability Period is **Six months**
8.2.3	The Adjudicator is **Allen Stanley-Marbell,** who will be paid a rate of **GH₵1,000.00** per hour of work. The following reimbursable expenses are recognized: 1. Daily Subsistence Allowance 2. Transportation and Communication 3. Printing Cost
8.2.4	Rules of arbitration GCC 8.2.4 (a) *[insert either "shall" or "shall not"]* _________apply. GCC Sub-Clause 8.2.4 (b): *[insert either "shall" or "shall not"] _________apply.* *[GCC 8.2.4 (a) shall be retained in the case of a Contract with a foreign Service Provider. GCC 8.2.4 (b) shall be retained in the case of a Contract with a domestic Service Provider.]* *[insert place of arbitration if GCC 8.2.4 (a) applies]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
8.2.5	The designated Appointing Authority for a new Adjudicator is **Ghana Institution of Engineers**

Appendices

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix C - Key Personnel and Subcontractors

List under: *C-1* *Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Government's country, and staff-months for each.*

C-2 *Same as C-1 for Key foreign Personnel to be assigned to work outside the Government's country.*

C-3 *List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.*

C-4 *Same information as C-1 for Key local Personnel.*

Appendix D—Breakdown of Contract Price in Foreign Currency(ies) – Not Applicable

List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:

1. *Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*

2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix E - Breakdown of Contract Price in Local Currency

List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:

1. *Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*

2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix F - Services and Facilities Provided by the Employer

Appendix G - Performance Incentive Compensation Appendix

Performance Incentive Compensation Appendix Provisions

ARTICLE 1- GENERAL

1.1 Documents Comprising the Performance Incentive Compensation Appendix

The Performance Incentive Compensation Appendix consists of:

(a) the Performance Incentive Compensation Appendix Provisions;

(b) Attachment #1 Incentive Compensation Calculation Procedure Notes; and

(c) Attachment #2 Incentive Compensation Charts 1-[ ].

ARTICLE 2- THE PERFORMANCE INCENTIVE COMPENSATION

2.1 Performance Incentive Compensation Limits

(1) The Performance Incentive Compensation paid to the Service Provider shall not exceed the equivalent of $[ ] U.S. over the term of the Contract.

(2) The actual amount paid to the service Provider as Performance Incentive Compensation shall be determined by the extent to which the Service Provider achieves the performance criteria set out in the Incentive Compensation Charts and by the application of the calculations set out in the Incentive Calculation Procedure Notes for the applicable Contract Year.

(3) If the Service Provider fails to meet the "Excellent" rating set out in the Incentive Compensation Chart, in any Contract Year, the Service Provider will be obliged to make up the shortfall in the subsequent Contract Year, as well as meet the performance targets for that Contract Year.

(4) Except as the Employer may, in its sole discretion, otherwise determine based on exceptional circumstances, if the Service Provider fails to attain the Maximum Annual Incentive Compensation in any Contract Year, the shortfall will not be available to the Service Provider in the subsequent Contract Years and the equivalent of $[ ] U.S. per Contract Year maximum will not be increased.

(5) For the purpose of calculating the equivalency of $[ ] U.S. and $[ ] U.S. pursuant to Sections 2.1(l) and 2.1(2) of this Performance Incentive Compensation Appendix, the equivalency shall be calculated as of the date of payment of the Performance Incentive Compensation.

ATTACHMENT # 1 – APPENDIX G
INCENTIVE COMPENSATION CALCULATION PROCEDURE NOTES

[SAMPLE: This part is to be designed on a case by case approach]

PART A THE METHOD FOR CALCULATING PERFORMANCE INCENTIVE COMPENSATION IN EACH CONTRACT YEAR

I. The Performance Incentive Compensation for each Contract Year shall be calculated as follows:

Compensation = **Composite Score × 0.2 × Maximum Annual Incentive Compensation**

Where:

(i) The Maximum Annual Incentive Compensation is calculated as set out in Section 2.1 of the Performance Incentive Compensation Appendix Provisions; and

(ii) The Composite Score is calculated in accordance with "Part B-The Method for Calculating the Composite Score" of these Incentive Compensation Calculation Procedure Notes.

PART B THE METHOD FOR CALCULATING THE COMPOSITE SCORE

1. The Composite Score for each Contract Year shall be as follows:

Composite Score Total of All Weighted Scores **for the Performance Criteria**

Where:

(i) The Weighted Score for each Performance Criterion equals Criterion Weight x Criterion Value;

(ii) The Criterion Value is measured from "Excellent" to "Poor" with corresponding values of 5 (for "Excellent" performance) to I (for "Poor" performance) as set out in the Incentive Compensation Charts and evaluated based on the performance of the Service Provider;

(iii) The Criterion Value which the Operator receives for any Performance Criterion is based upon the technical standards set out in the Incentive Compensation Charts under the headings, "Excellent", "Very Good", "Good", "Fair", and "Poor" as compared against the Operator's actual technical standards in each Contract Year; and

(iv) If the Service Provider's actual performance in a Contract Year,

(a) exceeds the technical standards for an "Excellent" Criterion Value, then the Criterion Value shall be 5;

(b) is less than the technical standards for a "Poor" Criterion Value, then the Criterion Value shall be zero; or

(c) is in between the technical standards for two Criterion Values, then the Criterion

Value shall be rounded down to the nearest whole number or 0.5 decimal point.

2. For the purpose of clarity, it is noted that there are only ten Criterion Values to be used as follows: 0, 1, 1.5, 2, 2.5, 3, 3.5, 4, 4.5 and 5.

3. Notwithstanding paragraphs 1 and 2 above, with respect to the Performance Criterion relating to institutional improvements in Attachment #2 The Incentive Compensation Charts 1-8,

(a) if the Service Provider's actual performance in a Contract Year is less than the technical standard for a "Fair" Criterion Value, then the Criterion Value shall be zero;

(b) for the purpose of clarity, it is noted that there are only three Criterion Values to be used as follows: 0, 2 and 5; and

(c) each of the documents or plans listed under the Performance Criterion shall be scored with the appropriate Criterion Value and a mean average score will be taken to calculate the Criterion Value for the Performance Criterion, which shall be rounded down to the nearest whole point or 0.5 decimal point.

4. For ease of reference, the following calculation represents the calculation of the Composite Score for a hypothetical Service Provider for four performance criteria in one Contract Year.

Sample Incentive Compensation Chart

Performance Criterion		Units	**Criterion Values**				
			Weight				
			Excellent	Very Good	Good	Fair	Poor
1.	e.g. **Electricity use** [% reduction in kW. hr consumed from Base Year]	0.30	65	55	50	40	30
2	**[Criterion 2]** [ ]	0.25	20	19	17	16	15
3.	**[Criterion 3]** [ ]	0.15	30	25	20	15	10
4.	**[Criterion ~]** [ ]	0.30	90	85	80	75	70

The following table demonstrates the procedure for the calculation of the "**Composite Score**", if at the end of the year the achievements of the Service Provider are as follows:

1.	[e.g. Electricity use]	57
2.	[Criterion 2]	22
3.	[Criterion 3]	29
4.	[Criterion 4]	69

Performance Incentive Compensation Appendix

Chart 1
Performance Incentive Obligations
Year [1]

Services				**Criterion Values**				
Apndx. Ref.	**Performance Criterion**	**Units**	**Weight**	**Excellent 5**	**Very Good 4**	**Good 3**	**Fair 2**	**Poor 1**
	[Development of Plans and Programs[1]]	Quality and Timeliness	[0 45]	Completed on time with no need for revision to the substance of the document	N/A	N/A	Completed on time but requires revision to the substance of the document	N/A
	[**Energy Management]**	% reduction of kilowatt hours of electricity per unit produced from Base Year	[0.25]	4	3.5	3	2.5	2
	[Computerized Billing and Collection System]	number of days after the Starting Date until the computerized billing and collection system is in place	[0.30]	140	150	160	170	180

[Note: The chart is a sample only.]

(1) In respect of the Plans and Programs each plan or program listed in Section [•] shall be given a score of either 5 (Excellent), 2 (Fair) or (0) and the average score for all plans and programs shall be multiplied by the Criteria Weight. The average score shall be rounded to the nearest .5 decimal.

Appendix H- CODE OF CONDUCT FOR SERVICE PROVIDER's PERSONNEL

Appendix I- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]

Subcontractor's Name: *[insert full name]*
Date: *[insert day, month, year]*
Contract reference *[insert contract reference]*
Page *[insert page number]* of *[insert total number]* pages

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

Name of the Subcontractor_________________________________

Name of the person duly authorized to sign on behalf of the Subcontractor_______________

Title of the person signing on behalf of the Subcontractor___________________________________

Signature of the person named above____

Date signed ________________________________ day of __________________, _____

Countersignature of authorized representative of the Contractor:

Signature: ____

Date signed ________________________________ day of __________________, _____

Section X - Contract Forms

Table of Forms

Notification of Intention to Award

[*This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process*]

[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]
DATE OF TRANSMISSION: This Notification is sent by: [*email/fax*] on [*date*] (local time)

Notification of Intention to Award

Employer: *[insert the name of the Employer]*
Project: *[insert name of project]*
Contract title: *[insert the name of the contract]*
Country: *[insert country where RFB is issued]*
Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*
RFB No: *[insert RFB reference number from Procurement Plan]*

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

a) request a debriefing in relation to the evaluation of your Bid, and/or

b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	[*insert name of successful Bidder*]
Address:	[*insert address of the successful Bidder*]

Contract price:	[*insert contract price of the successful Bid*]
Total combined score:	*[insert the total combined score of the successful Bidder]*

2. **Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid, Bid prices as read out and evaluated, technical scores and combined scores.]***

Name of Bidder	Technical Score	Bid price	Evaluated Bid cost (if applicable)	Combined Score
[*insert name*]	*[insert Technical score]*	[*insert Bid price*]	[*insert evaluated cost*]	*[insert combined score]*
[*insert name*]	*[insert Technical score]*	[*insert Bid price*]	[*insert evaluated cost*]	*[insert combined score]*
[*insert name*]	*[insert Technical score]*	[*insert Bid price*]	[*insert evaluated cost*]	*[insert combined score]*
[*insert name*]	*[insert Technical score]*	[*insert Bid price*]	[*insert evaluated cost*]	*[insert combined score]*
[*insert name*]	*[insert Technical score]*	[*insert Bid price*]	[*insert evaluated cost*]	*[insert combined score]*

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

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

4. **How to request a debriefing**

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

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

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

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

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

Agency: [*insert name of Employer*]

Email address: [*insert email address*]

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

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

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

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

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).

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

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

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

Agency: [*insert name of Employer*]

Email address: [*insert email address*]

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

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

Further information:

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

In summary, there are four essential requirements:

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

6. Standstill Period

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

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

The Standstill Period may be extended. as stated in Section 4 above. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

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

On behalf of the Employer:

Signature: ____

Name: ____

Title/position: ____

Telephone: ____

Email: ____

Beneficial Ownership Disclosure Form

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder[1]. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

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

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

RFB No.: [*insert number of RFB process*]
Request for Bid No.: [*insert identification*]

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

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

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

Details of beneficial ownership

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

OR

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

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

OR

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

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

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

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

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

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

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

[*] In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.
[**] Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Service Provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* and (ii) the additional information on beneficial ownership in accordance with ITB 45.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the bidding document.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bid Data Sheet]*,

or

We accept that *[name proposed by Bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by Bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB 47.1

Authorized Signature: ____
Name and Title of Signatory: ____
Name of Agency: ____

Attachment: Contract

Contract Agreement

This AGREEMENT is made the *[day]* day of the month of *[month]*, *2026*, between, on the one hand, Ministry of Communication, Digital Technology and Innovation(hereinafter called the "Employer") and, on the other hand, *[name of Service Provider]* (hereinafter called the "Service Provider").

[***Note****: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows:* "…(hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider's obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the "Service Provider").]

WHEREAS

(a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of……………………;

(c) the Employer has received [*or* has applied for] a loan from the International Bank for Reconstruction and Development (hereinafter called the "Bank") [*or* a credit from the International Development Association (hereinafter called the "Association")] towards the cost of the Services and intends to apply a portion of the proceeds of this loan [*or* credit] to eligible payments under this Contract, it being understood (i) that payments by the Bank [*or* Association] will be made only at the request of the Employer and upon approval by the Bank [*or* Association], (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan [*or* credit], and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan [or credit] or have any claim to the loan [*or* credit] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

(a) the Letter of Acceptance;

(b) the Letter of Bid;

(c) the Special Conditions of Contract;

(d) the General Conditions of Contract;

(e) the Specifications;

(f) the Priced Activity Schedule; and

(g) The following Appendices: [***Note**: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix*.]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation – **N/A**

Appendix H: Code of Conduct for Service Provider's Personnel

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

(a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of on the day, month and year indicated above.

For and on behalf of the Employer:

Signed: **Alexander Yaw Arphul**

in the capacity of Chief Director

in the presence of *[insert identification of official witness]*

For and on behalf of the Service Provider:

Signed: *[insert signature of authorized representative(s) of the Service Provider]*

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

in the presence of *[insert identification of official witness]*

Performance Security

Option 1: (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer]*

Date: _ *[Insert date of issue]*

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

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _ *[insert name of Service Provider which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the Non-Consulting Services of _ *[insert name of contract and brief description of the Non-Consulting Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] ( ) [insert amount in words],1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2…[2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

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[1] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[2] *Insert the date twenty-eight days after the expected completion date as described in GCC. The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Provider would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

____
[signature(s)]

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

must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Service Provider might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Option 2: Performance Bond – Not Applicable

By this Bond *[insert name of Principal]* as Principal (hereinafter called "the Service Provider") and *[insert name of Surety]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Employer]* as Obligee (hereinafter called "the Service Provider") in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Service Provider and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Service Provider has entered into a written Agreement with the Employer dated the ________ day of ___________________, 20 ____, for *[name of contract and brief description of Non-Consulting Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Service Provider shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Service Provider shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a Bid or Bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Employer to the Service Provider under the Contract, less the amount properly paid by Employer to the Service Provider; or

(3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Service Provider has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this ____________________ day of __________________ 20 ___.

SIGNED ON ___________________ on behalf of ___________________________________

By ______________________________ in the capacity of ___________________________

In the presence of ____

SIGNED ON ___________________ on behalf of ___________________________________

By ______________________________ in the capacity of ___________________________

In the presence of ____

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Employer]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Non-Consulting Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (______) *[insert amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than toward delivery of Services; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been

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

credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

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____

[signature(s)]

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