

# GOVERNMENT OF THE REPUBLIC OF GHANA



**Republic of Ghana**

**Ministry of Communication, Digital Technology and  
Innovations**

**NATIONAL COMPETITIVE BIDDING  
Request for Bids  
Non-Consulting Services**

**Single envelope**

**Procurement of:**

**DIGITALIZATION OF ARCHIVING MATERIALS AT  
PRAAD REFORMATION OF THE PUBLIC RECORDS &  
ARCHIVES ADMINISTRATION DEPARTMENT  
THROUGH DIGITIZATION**

**RFB No:** GDAP/Comp 2.1.13- GH-MOCDTI-474467-NC-RFB

**Project:** Ghana Digital Accelerated Project

**Employer:** Ministry of Communication, Digital Technology and Innovations

**Country:** Republic of Ghana

**Issued on:** 17<sup>th</sup> April, 2026

## Specific Procurement Notice Template

# Request for Bids Non-Consulting Services

**Employer:** Ministry of Communications, Digital Technology and Innovations

**Project:** Ghana Digital Acceleration Project

**Contract title:** Reformation of the Public Records & Archives Administration Department Through Digitization

**Country:** Republic of Ghana

**Credit No.** GH 70960-IDA

**RFB No:** GDAP/Comp 2.1.13- GH-MOCDTI-474467-NC-RFB

**Issued on:** 17<sup>th</sup> April, 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 **REFORMATION OF THE PUBLIC RECORDS & ARCHIVES ADMINISTRATION DEPARTMENT THROUGH DIGITIZATION**. 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 Innovation (MoCDTI) now invites sealed Bids from eligible Bidders for the following:

No.	Description	Quantity	Bid Security
1	Reformation Of The Public Records & Archives Administration Department Through Digitization	1	GHC600,000.00 for bank guarantee or GHC1,800,000.00 in the case of bonds.

3. Bidding will be conducted through National competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers - Procurement Regulations for IPF Borrowers 7<sup>th</sup> Edition, September 2025 ("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations.
4. Interested eligible Bidders may obtain further information from the address below and inspect the bidding document during office hours from 0900 to 1700 at the address given below.

5. 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¢1,000.00. The method of payment will be either cash or bank draft in the name of the Ministry of Communication, Digital Technology and Innovation. Interested bidders can inspect the bidding document either on ([www.moc.gov.gh](http://www.moc.gov.gh)) or the PCU office at the address below. The document will be sent by either email, courier or pickup. The cost of courier service shall be borne by prospective bidder.
6. Bids must be delivered to the address below on or before **10:00 a.m., 2<sup>nd</sup> June, 2026**. Electronic Bidding **will not** be permitted. **Late Bids will be rejected**. Bids will be publicly opened in the presence of the Bidders’ designated representatives and anyone who chooses to attend at the address below on the sixth floor, conference room of the ministry at **10:00 a.m., 2<sup>nd</sup> June, 2026**.
7. All Bids must be accompanied by a Bid Security in the sum of GH¢600,000.00 for bank guarantee or GH¢1,800,000.00 in the case of insurance bonds.
8. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.
9. The address(es) referred to above is (are):

<b>Address for Download and/or Purchase of Bidding Documents</b>	<b>Address for Submission of Bids</b>
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: <a href="mailto:pcu.gdap@moc.gov.gh">pcu.gdap@moc.gov.gh</a> URL.: <a href="http://www.moc.gov.gh">www.moc.gov.gh</a>	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: REFORMATION OF THE PUBLIC RECORDS & ARCHIVES ADMINISTRATION DEPARTMENT THROUGH DIGITIZATION**

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**RFB No:** GDAP/Comp 2.1.13- GH-MOCDTI-474467-NC-RFB

**Project:** Ghana Digital Accelerator Project

**Employer:** Ministry of Communication, Digital Technology and Innovations

**Country:** Republic of Ghana

**Issued on:** 17<sup>th</sup> April, 2026

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# **Part I – Bidding Procedures**



# Section I - Instructions to Bidders

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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.
- 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 their 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 subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed 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.

## **B. Contents of Bidding Document**

### **6. Sections of Bidding Document**

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

### C. 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 the following:
- (a) **Letter of Bid** prepared in accordance with ITB 13;
  - (b) **Schedules:** priced Activity Schedule completed in accordance with ITB 13 and ITB 15;
  - (c) **Bid Security or Bid-Securing Declaration** in accordance with ITB 20.1;
  - (d) **Alternative Bid:** if permissible in accordance with ITB 14;
  - (e) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;
  - (f) **Qualifications:** documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
  - (g) **Bidder's Eligibility:** documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid;
  - (h) **Conformity:** documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and
  - (i) any other document required **in the BDS**.
- 12.2 In addition to the requirements under ITB 12.1, Bids submitted by a JV shall include 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.
- 12.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

## 13. Letter of Bid and Activity Schedule

- 13.1 The Letter of Bid 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 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 and in the 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 Activity Schedule(s).
- 15.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), 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 in Specifications (or Terms of Reference), 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 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**
- 17.1 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.
- 17.2 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.

**19. Period of  
Validity of  
Bids**

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

19.1 Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline date (as prescribed by the Employer in accordance with ITB 23.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, 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 period, 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 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 validity period of the Bid, or beyond any period of extension 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 or the Bid-Securing Declaration executed:
  - (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid, or any extension thereto 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 12.2.

- 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 during the period of Bid validity specified by the Bidder on the Letter of Bid; 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;

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 one original of the documents comprising the Bid as described in ITB 12, bound with the volume containing the Form of Bid, and clearly marked "Original." In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS**, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.
- 21.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 21.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person 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.

## **D. Submission and Opening of Bids**

**22. Sealing and Marking of Bids**

- 22.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope the Bidder shall place the following separate, sealed envelopes:
- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 12; and
  - (b) in an envelope marked “COPIES”, all required copies of the Bid; and
  - (c) if alternative Bids are permitted in accordance with ITB 14, and if relevant:
    - (i) in an envelope marked “ ORIGINAL - ALTERNATIVE BID”, the alternative Bid; and
    - (ii) in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.
- 22.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the 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.
- 22.3 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.

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

**26. Bid Opening**

26.1 Except as in the cases specified in ITB 23 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 remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate.
- 26.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further. The Letter of Bid and the priced Activity Schedule 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 Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  - (b) the Bid Price, per lot (contract) if applicable, including any discounts; and
  - (c) any alternative Bids;
  - (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 and Comparison of Bids**

- 27. Confidentiality** 27.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on

the Intention to Award the Contract is transmitted to all 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 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 32.

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. Deviations, Reservations, and Omissions**

29.1 During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the bidding document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

**30. Determination of Responsiveness**

30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12.

30.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would:

- (i) affect in any substantial way the scope, quality, or performance of the 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.
- 30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and ITB 18, in particular, to confirm that all requirements of Section VII, Employer's Requirements have been met without any material deviation or reservation, or omission.
- 30.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31. Nonconformities, Errors and Omissions**
- 31.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.
- 31.2 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 or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that a Bid is substantially responsive, the 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 in the manner specified **in the BDS**.
- 32. Correction of Arithmetical Errors**
- 32.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) if there is a 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.
- 32.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1, shall result in the rejection of the Bid.
- 33. Conversion to Single Currency**
- 33.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the BDS**.
- 34. Margin of Preference**
- 34.1 A margin of preference shall not apply.
- 35. Evaluation of Bids**
- 35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
  - (b) the lowest evaluated cost.
- 35.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:
- (a) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;
  - (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 33;
  - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;

- (e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Daywork, when requested in the Specifications (or Terms of Reference); and
  - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 35.3 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.
- 35.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 36. Comparison of Bids**
  - 36.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.
- 37. Abnormally Low Bids**
  - 37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
  - 37.2 In the event of identification of a potentially Abnormally Low Bid, the 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.
- 38. Qualification of the Bidder**
  - 38.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
  - 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder's

subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Bidder that submitted the Bid.

- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 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, 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 names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated;
  - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;
  - (e) the expiry date of the Standstill Period; and
  - (f) instructions on how to request a debriefing or submit a complaint during the standstill period.

## **F. Award of Contract**

**42. Award  
Criteria**

42.1 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. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

**43. Notification of  
Award**

43.1 Prior to the expiration of the Bid Validity Period 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, if specified in BDS ITB 45.1.

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. The Employer shall also publish the contract award notice in UNDB online.

- 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, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.
- 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	<b>A. General</b>
<b>ITB 1.1</b>	<p>The reference number of the Request for Bids (RFB) is : <b>GDAP/Comp 2.1.13- GH-MOCDTI-474467-NC-RFB</b></p> <p>The Employer is: <b>Government of the Republic of Ghana represented by Ministry of Communication, Digital Technology and Innovations</b></p> <p>The name of the RFB is: <b>Reformation of The Public Records &amp; Archives Administration Department Through Digitization</b></p> <p>The number and identification of lots (contracts) comprising this RFB is: <b>One (1)</b></p>
<b>ITB 1.3</b>	The Intended Completion Date is <b>8 Months from CommencementDate</b>
<b>ITB 2.1</b>	<p>The Borrower is: <b>Government of the Republic of Ghana represented by Ministry of Communication, Digital Technology and Innovations</b></p> <p>Loan or Financing Agreement amount: <b>US\$100 Million</b></p> <p>The name of the Project is: <b>Ghana Digital Accelerator Project (GDAP)</b></p>
<b>ITB 4.1</b>	Maximum number of members in the Joint Venture (JV) shall be: <b>Three</b>
<b>ITB 4.5</b>	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr.">http://www.worldbank.org/debarr.</a>
	<b>B. Contents of Bidding Document</b>
<b>ITB 8.1</b>	<p>For <b>Clarification of Bid purposes</b> only, the Employer's address is:</p> <p><b>The Chief Director</b></p> <p>Attention: <b>Project Coordinator</b></p> <p><b>Ministry of Communication, Digital Technology and Innovation GDAP Project</b></p> <p><b>Fifth Floor, Rooms 38/39</b></p> <p><b>Ministry of Communications and Digitalisation Building</b></p> <p><b>Abdul Diouf Street,</b></p> <p><b>Ridge, Accra Ghana</b></p> <p>Digital Address: <b>GA-079-0539</b></p>

	<p>Electronic mail address: <a href="mailto:pcu.gdap@moc.gov.gh">pcu.gdap@moc.gov.gh</a>;</p> <p>Requests for clarification should be received by the Employer no later than: <b>14 days</b> prior to bid submission deadline.</p> <p>Web page: <a href="http://www.moc.gov.gh">www.moc.gov.gh</a>;</p>
	<p><b>C. Preparation of Bids</b></p>
<p><b>ITB 11.1</b></p>	<p>The language of the Bid is: <b>English</b></p> <p>All correspondence exchange shall be in <b>English</b> language.</p> <p>Language for translation of supporting documents and printed literature is <b>English</b></p>
<p><b>ITB 12.1 (j)</b></p>	<p>The Bidder shall submit the following additional documents in its Bid: <i>N/A</i></p> <p><b>Code of Conduct for Service Provider’s Personnel</b></p> <p>The Bidder shall submit its Code of Conduct that will apply to the Service Provider’s Personnel (as defined in GCC Sub- Clause 1.1) employed for the execution of Services (defined in GCC Sub- Clause 1.1) at the locations in the Employer’s country where the Services are required, to ensure compliance with the Service Provider’s Environmental and/or Social, as applicable, obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p><b>Include the following:</b></p> <p><b>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</b></p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</p> <ul style="list-style-type: none"> <li>• Occupational Health and Safety (OHS) Risks</li> <li>• Community Health and Safety (CHS), Access, and Public Safety Risks</li> <li>• Labor Management and Working Conditions</li> <li>• Sexual Exploitation and Abuse and Harassment (SEA/SH), and Gender-Based Violence (GBV) Risks</li> </ul>

	<ul style="list-style-type: none"> <li>• Environmental Pollution and Waste Management (Waste and E-Waste Management, Pollution Prevention and Control Plan, and Hazardous Materials Management Plan)</li> <li>• Resource and Energy Efficiency, Climate Resilience</li> <li>• Stakeholder Engagement and Grievance Management</li> <li>• Site-Specific Installation and Access Control Risks (for the scanning centres)</li> <li>• Data Protection &amp; Cybersecurity Risks (Data Protection and Cybersecurity risks Plan)</li> <li>• Cultural Heritage/Archival Materials Handling Risks</li> </ul>
<b>ITB 14.1</b>	Alternative Bids <b>shall not be</b> considered.
<b>ITB 14.2</b>	Alternative times for completion <b>shall not be</b> permitted. If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
<b>ITB 14.3</b>	Alternative technical solutions shall be permitted for the following parts of the Services: <b>Not Applicable</b>
<b>ITB 15.7</b>	The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the Contract.
<b>ITB 16.1</b>	The Bidder <i>is</i> required to quote in the currency of the Employer's Country.
<b>ITB 18.4</b>	Prequalification <i>has not</i> been undertaken.
<b>ITB 19.1</b>	The Bid validity period shall be <b>120 days, i.e. 30<sup>th</sup> September, 2026</b>
<b>ITB 19.3 (a)</b>	The Bid price shall not be adjusted by the following factor(s): The Contract price shall be adjusted by a factor reflecting local inflation during the period of execution of the contract. <b>Not Applicable</b>
<b>ITB 20.1</b>	A Bid Security <b>shall be</b> required. A Bid-Securing Declaration <b>shall not be</b> required. If a Bid Security shall be required, the amount and currency of the Bid Security shall be GHC600,000.00 for bank guarantee or GHC1,800,000.00 in the case of insurance bonds and shall be <b>valid till 28<sup>th</sup> October, 2026</b>
<b>ITB 20.3 (d)</b>	Other types of acceptable securities: <b>No</b>
<b>ITB 21.1</b>	In addition to the original of the Bid, the number of copies is:

	<b>One original and Four (4) hard copies plus a searchable pdf file on a USB flash memory drive</b>
<b>ITB 21.3</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b>Signed Power of Attorney</b>
	<b>D. Submission and Opening of Bids</b>
<b>ITB 23.1</b>	For <b>Bid submission purposes only</b> , the Employer's address is: <b>The Chief Director</b> Attention: <b>Project Coordinator</b> <b>Ministry of Communication, Digital Technology and Innovation</b> <b>GDAP Project</b> <b>Conference</b> <b>Room 6th Floor</b> <b>Ministry of Communications and Digitalisation</b> <b>Building Abdul Diouf Street, Ridge,</b> <b>Accra Ghana</b> Digital Address: <b>GA-079-0539</b>
<b>ITB 23.1</b>	<b>The deadline for Bid submission is:</b> Date: <b>2<sup>nd</sup> June, 2026</b> Time: <b>10: 00 a.m.</b> Bidders <b>shall not</b> have the option of submitting their Bids electronically.
<b>ITB 26.1</b>	The Bid opening shall take place at: Street Address: <b>Ministry of Communication, Digital Technology and Innovation Building, Abdul Diouf Street, near Kofi Annan ICT Center for Excellence</b> Floor/ Room number: <b>6<sup>th</sup> Floor, Conference Room</b> City: <b>Accra</b> Country: <b>Ghana</b> Date: <b>2<sup>nd</sup> June, 2026</b> Time: <b>10:00 a.m.</b>
<b>ITB 26.1</b>	N/A
<b>ITB 26.6</b>	The Letter of Bid and priced Activity Schedule shall be initialed by <b>three (3)</b> representatives of the Employer conducting Bid opening.

	<b>Each 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.</b>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 31.3</b>	The adjustment shall be based on the <b>highest</b> price of the item or component as quoted in other substantially responsive Bids. 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.
<b>ITB 33.1</b>	N/A
<b>F. Award of Contract</b>	
<b>ITB 45.1</b>	The successful Bidder shall submit the Beneficial Ownership Disclosure Form.
<b>ITB 47</b>	The Adjudicator proposed by the Employer is TBD. The hourly fee for this proposed Adjudicator shall be TBD. The biographical data of the proposed Adjudicator is as follows: TBD.
<b>ITB 48.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” If a 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:</p> <p style="text-align: center;"><b>For the attention: Chief Director</b>  <b>Address: Ministry of Communications and Digitalisation</b>  <b>GDAP Project5th</b>  <b>Floor, Room 38</b>  <b>Ministry of Communications and Digitalisation</b>  <b>Building Abdul Diouf Street, Ridge,</b>  <b>Accra-Ghana</b></p> <p>Digital Address: <b>GA-079-0539</b>  Email address: <a href="mailto:pcu.gdap@moc.gov.gh">pcu.gdap@moc.gov.gh</a>;</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of the Bidding Documents; and</li> <li>2. the Employer’s decision to award the contract.</li> </ol>



## Section III - Evaluation and Qualification Criteria

This section contains the criteria that the Employer shall use to evaluate Bids and qualify Bidders through post-qualification. No other factor methods or criteria shall be used other than specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

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The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid that has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost.

## **1. Evaluation (ITB 35.2(f))**

### **1.1 In addition to the criteria listed in ITB 35.2 (a) to (e) the following criteria shall apply: NONE Adequacy of Technical Proposal**

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Employer's Requirements.

#### **Alternative Technical Solutions for specified parts of the Works**

Not Applicable

### **1.2 Multiple Contracts -Not Applicable**

### **1.3 Alternative Times for Completion – Not Applicable**

### **1.4 Alternative Technical Solutions for specified parts of the Services – Not Applicable**

### **1.5 Sustainable procurement – Not Applicable**

## **2. 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 five years;
- (c) experience in Services of a similar nature and size for each of the last five 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;
- (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; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

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 5 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**;
- (d) the required key personnel with the required qualifications as well as experiences indicated in the table below; 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 Applicant or any member of a Joint Venture may result in disqualification.

### Qualification Requirements

<b>Joint Ventures</b>	<p>The information needed for Bids submitted by joint ventures is as follows:</p> <p>An Existing JV Agreement or MOU indicating an Intention to form a JV upon award of the contract.</p> <p>All joint venture members shall be jointly and severally liable for the Implementation of the Service Contract.</p> <p>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.</p>
<b>Annual Volume</b>	<p>The minimum required annual volume of Services for the successful Bidder in any of the last five years shall be: <b>GHC25,000,000.00</b></p>
<b>Experience</b>	<p>The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5 years the following:</p> <p>The prospective Bidder shall demonstrate that it has successfully completed at least <b>two (2)</b> contracts within the last five (5) years prior to bid submission deadline, each with a value of at least</p>

	<p><b>GHC25,000,000.00</b>, 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 records and archival management systems on a National scale. The Bidder must also demonstrate proven capacity to do data migration, user adoption and change management. Experience in Fintech (preferably payment gateway) reusable components and API ecosystem is crucial.</p> <p>The successfully completed similar contracts shall be documented by a copy of an Operational acceptance certificate (or equivalent documentation satisfactory to the Purchaser) issued by the previous clients.</p> <p>Should contain a statement that the Purchaser can cross-check information provided by the Bidder</p>
<b>Essential Equipment</b>	The essential equipment to be made available for the Contract by the successful Bidder shall be: <b>Not Applicable</b>
<b>Key Personnel</b>	<p>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.</p> <p><b>Technical Project Manager</b>  <b>Qualifications:</b></p> <ol style="list-style-type: none"> <li>a. Minimum master’s degree in computer science or information technology or similar equivalent practical experience;</li> <li>b. Certificate in Project management ( PMP) or its equivalent</li> <li>c. Minimum of 7 years of work experience in large organizations and government agencies on information and communication technology infrastructure, systems, and applications.</li> <li>d. Minimum of 5 years of experience in digitization or document management and workflow systems project management at the national level, preferably in developing countries.</li> <li>e. Thorough knowledge of national standards and best practices for creating digital objects from a variety of paper-based original formats and has at least managed one project for a National Archive.</li> <li>f. Experience in the areas of business transformation, communications, business process improvement, and training preferred;</li> <li>g. Experience in translating customer business requirements into workable business solutions;</li> </ol>

	<ul style="list-style-type: none"><li>h. Experience in High-level service planning and scheduling; Monitoring progress against the baselined service plans;</li><li>i. Strong understanding of digitization technologies, systems integration, and ICT infrastructure procurement</li><li>j. Experience coordinating multidisciplinary teams including technical, legal, and archival specialists</li></ul> <p><b>Quality Assurance Lead</b></p> <p><b>Qualifications:</b></p> <ul style="list-style-type: none"><li>a. Minimum Bachelor's degree in Computer Science, Information Systems, or Quality Management</li><li>b. Professional certification: ISTQB Advanced Level, CSTE, or equivalent (Desirable)</li><li>c. Minimum 5-7 years of experience in QA for enterprise systems and digitization projects</li><li>d. Minimum 3 years in QA lead/management role</li><li>e. Experience with both automated and manual testing methodologies</li><li>f. Expertise in testing document management systems, archival systems, and e-commerce platforms</li><li>g. Knowledge of digitization quality standards (ISO 19264, FADGI) for archival records</li><li>h. Experience developing test plans, test cases, and QA documentation</li><li>i. Proficiency in QA tools (Selenium, JIRA, TestRail, or similar)</li><li>j. Experience with UAT coordination and defect management</li><li>k. Knowledge of accessibility testing (WCAG 2.1) and usability testing</li><li>l. Experience ensuring compliance with ISO 15489-16 for records management systems</li><li>m. Ability to validate both technical system requirements and archival record quality (image resolution, OCR accuracy, metadata completeness)</li></ul>
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	<p><b>Document Preparation and Conservation Specialist</b></p> <p><b>Qualification:</b></p> <ul style="list-style-type: none"><li>a. Bachelor's degree in Archival Studies, Library Science, Information Management, Conservation, or related field</li><li>b. Master's degree in Archives/Records Management, Conservation, or Digital Preservation (Desirable)</li><li>c. Minimum 5 years of hands-on experience in document preparation and conservation</li><li>d. Minimum 3 years of experience in large-scale digitization projects (preferably 200,000+ records)</li><li>e. Demonstrated experience in quality control for mass digitization operations</li><li>f. Experience with document handling, preparation, and preservation techniques for archival materials</li><li>g. Proficiency in digitization standards (ISO 19264, FADGI, Metamorfoze guidelines)</li><li>h. Knowledge of conservation techniques for paper-based and fragile materials</li><li>i. Experience with various scanning technologies (flatbed, overhead, high-speed scanners)</li><li>j. Understanding of metadata standards and digital file formats (TIFF, JPEG2000, PDF/A)</li><li>k. Familiarity with quality assurance processes and tools for digital imaging</li></ul> <p><b>Database Management Specialist</b></p> <p><b>Qualification:</b></p> <ul style="list-style-type: none"><li>a. A minimum of a Bachelor's degree in Computer Science, Information Systems, Data Management, or a related field.</li><li>b. A minimum of 5–7 years' experience in database design, administration, and management for large-scale information systems.</li><li>c. Proven experience with relational and non-relational databases (e.g. MySQL, PostgreSQL, Oracle, SQL Server, MongoDB).</li><li>d. Strong knowledge of data security, backup and recovery, data integrity, and access control mechanisms.</li><li>e. Experience in data migration, data archiving, and records management systems will be an advantage.</li></ul>
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	<p>f. Familiarity with government or public-sector IT systems and data governance frameworks.</p> <p>g. Ability to work closely with technical and non-technical stakeholders to support system implementation and maintenance.</p> <p><b>Environmental, Health and Safety (EHS) Specialist</b></p> <p>a. Degree in Environmental Science, Occupational Health &amp; Safety, Environmental Engineering, or related field</p> <p>b. Minimum 5–7 years of experience in EHS management</p> <p>c. Experience with digitization, conservation laboratories, archives, or similar environments</p> <p>d. Knowledge of:</p> <p>e. chemical handling procedures</p> <p>f. hazardous material storage</p> <p>g. occupational health and safety systems</p> <p>h. waste management and environmental compliance</p> <p>i. Familiarity with World Bank Environmental and Social Framework (ESF) or equivalent standards</p> <p>j. Experience preparing ESMPs, SOPs, or workplace safety protocols</p>
<b>Liquid Assets</b>	<p>The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be:</p> <p><b>GH¢5,000,000.00</b></p>
<b>Subcontractors</b>	<p>Subcontractors' experience <i>shall not</i> be taken into account.</p>

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.

## Section IV- Bidding Forms

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## Letter of Bid

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

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

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

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

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

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

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) **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]*;
  - (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*  
 Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*;
- Or
- Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- (f) **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]*;
- (g) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 23.1 (as amended if applicable)), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (i) **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;
- (j) **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;
- (k) **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];*
- (l) **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.”)*

- (m) *[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this bidding document and the Procurement Regulations.

- (n) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

**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]

## 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 <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the agency of the Employer</li> </ul>
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

## 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: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

## 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 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 - 1.11 above shall be provided for each member of the joint venture.

2.2 The information in 1.12 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.**

## 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 **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in the Employer's Requirements.]*

### Activity Schedule

Currencies in accordance with ITB 16						Date: _____
						RFB No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>		<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>
1	Archival Conservation and Restoration Workflow and Materials					
2	E-Archival and E-Commerce Platform					
3	Digitization Workflow and Training					
4	Manuals and Policy Development					
5	ICT Equipment					
6	Furniture					
<b>Total Bid Price</b>						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

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## **Method Statement**

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## **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 during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period 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 end of the Bid Validity Period.

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.

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*[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]*<sup>1</sup> *[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) has withdrawn its Bid during the period of Bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Employer during the Bid Validity Period 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 expiration of the Bid Validity Period 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)*  
*(Printed name and title)*

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

<sup>1</sup> 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 – N/A

*[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 of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (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 expiration of our Bid.

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.]*

## 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;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

## **Part II – Employer’s Requirement**

## **REFORMATION OF THE PUBLIC RECORDS & ARCHIVES ADMINISTRATION DEPARTMENT THROUGH DIGITIZATION**

### **1.0. INTRODUCTION**

The Public Records and Archives Administration Department was established by Legislative Instrument No. 1628 of 1996. The law (Act 535) defines the functions of the Department, as promulgated by Parliament and assented to by the President in August 1997. Until September 1996, the Department was referred to as the National Archives of Ghana, established by the Public Archives Ordinance 1955 (No. 35) and Regulation 1958. The (Establishment) Instrument of 1996 created “the Records Class” in the civil service.

The core mandate of PRAAD, as stated in its enabling Act (Act 535, 1997), is to be responsible for the proper and effective management of records in public institutions of government.

Through its statutory regulation of the management of current government records, PRAAD promotes efficient, accountable, and transparent evidence-based information to facilitate good governance. This is because the information in public records constitutes a strategic resource to enable governmental service delivery.

Public records also serve as a major channel for accountability and are a cornerstone of democracy. Through access to public records and archives, transparency is promoted. By regulating systems of classification of public records in all media and their functional management and disposal, PRAAD fosters their effective retrieval, use and preservation for functional and archival purposes.

Archives constitute the memory of nations and of societies, shape their identity, and are a cornerstone of the information society.

### **2.0. BACKGROUND**

The operations of the Department, over the years, have been predominantly manual-based. Clients (researchers, students, litigants, etc) have had to access the materials at both the National Records Centre and the National Archives through physical visitations. Additionally, due to unfavourable conditions in the archival repositories, the archival materials, which are already old, are deteriorating at a very fast rate. This means that if nothing is done about the situation, the nation stands to lose its entire heritage as documented in the archives.

The factors above have necessitated the drive by the Department to take full advantage of the enormous benefits that come with digitalization to digitalize its operations. It has therefore become necessary to safeguard the nation's documentary heritage by digitizing the archival holdings of the Department and making them accessible to the general public in digital formats. This will not only preserve the archives from excessive handling but also provide valuable backup going forward. Furthermore, digitalizing the operations of the Department will also ensure an improvement in our service delivery and help boost revenue mobilization for the Department.

### 3.0. **PROJECT OBJECTIVES**

The main objectives of the project are as follows:

- a. To improve service delivery standards of the Department through both digitisation and digitalization of its operations.
- b. To preserve the fragile archival records from further deterioration through the creation of digital backups.
- c. To improve information sharing and empowerment of the populace in the governance process.
- d. To enhance the revenue-generating capacity of PRAAD through the creation of E-commerce digital payment platform.

### 4.0. **SCOPE**

The project is expected to run over a period of eight (8) months.

#### **1. Restoration of Deteriorated Archival Materials**

The Vendor shall undertake conservation and basic restoration of selected deteriorated archival materials to ensure their suitability for digitisation, in accordance with approved archival and preservation standards.

#### **2. Digitisation of Archival Records**

The Vendor shall digitise a total of Three Million Five Hundred Thousand (3,500,000) pages of archival records across the PRAAD Head Office and eight (8) Regional Offices. This includes scanning, indexing, metadata capture, quality assurance, and secure storage to ensure accurate and reliable digital records. The records to be digitised are as follows:

<b>S/NO.</b>	<b>LOCATION</b>	<b>ARCHIVAL RECORDS TO BE DIGITIZED</b>
<b>1</b>	Head Office	1,250,000
<b>2</b>	Kumasi	500,000
<b>3</b>	Cape Coast	500,000
<b>4</b>	Takoradi	250,000
<b>5</b>	Ho	200,000
<b>6</b>	Sunyani	250,000
<b>7</b>	Tamale	250,000
<b>8</b>	Koforidua	200,000
<b>9</b>	Bolgatanga	100,000
	<b>TOTAL</b>	<b>3,500,000</b>

### **3. Development of Digital Systems**

The vendor shall design, develop, and deploy PRAAD’s digital systems, including an E-Commerce website and an Electronic Archival System.

The E-Commerce website shall enable PRAAD to offer paid archival and records-related services online, including user access management, payment processing, service request tracking, and reporting functionality.

The Electronic Archival System shall securely store, manage, and preserve digitised archival records, providing access controls, audit trails, and compliance with relevant regulatory standards. Both systems shall be fully integrated, functional, and ready for operationalisation.

All custom-developed deliverables under this project shall become the exclusive property of PRAAD upon final acceptance and payment, with full source code and documentation provided. The engagement follows a 8-month Build-Operate-Transfer (BOT) model, after which full ownership and control transfer to PRAAD with no proprietary restrictions or recurring fees.

#### **4. Operationalization and Commercialization Support**

The vendor shall ensure that the deployed digital systems are fully operational, sustainable, and capable of generating revenue for PRAAD. This includes supporting the transition of the systems into live operations, configuring workflows, user access, and reporting dashboards, and establishing operational procedures and roles for day-to-day management.

The vendor shall provide advisory support on commercialization, by developing a structured revenue model for the platform based on defined service categories within the system, including digitization, archival access, system operations, and transaction-based services. The model shall outline pricing assumptions, payment processes, and income streams within these categories and demonstrate long-term sustainability aligned with PRAAD’s public service mandate. Annual operational and maintenance costs shall be estimated and included in the proposal to guide budgeting and resource planning.

Finally, the vendor shall develop an Operations and Maintenance (O&M) Plan covering routine system maintenance, software updates, backups, and technical support. The plan shall define staffing and resource requirements to ensure long-term system sustainability beyond the project period.

#### **5. Supply of Equipment, Furniture, and Logistics**

The vendor shall procure, deliver, install, and configure all required equipment, furniture, and logistics necessary for digitisation, scanning centres, and system operations across the participating PRAAD offices.

## **6. Training and Capacity Building**

The vendor shall train PRAAD-nominated staff on document digitisation, records management workflows, system administration, and the use of the Electronic Archival System and E-Commerce platform to ensure effective adoption and operational readiness.

## **7. Development, Review, and Update of Records Management Manuals**

The vendor shall develop, review, and update archives and records management manuals to align with digitised workflows, system usage, and applicable standards and regulatory requirements.

## **5.0. THE PROJECT**

This project, which will be executed through a procured vendor, is aimed at applying ICT tools to the work of PRAAD to enable it to perform its functions efficiently and effectively. PRAAD will leverage the use of ICT to digitise the archives and records to make them more accessible and to minimise the use of the originals. Some of the benefits of digitization are as follows:

- Digitization is an excellent tool for providing access to collections and reducing the use of originals.
- Digital collections allow for easy access and can often provide “added value” in terms of searching and indexing.
- It is an important part of an overall preservation program by limiting handling of original collections, but it does not replace traditional preservation of the original material.
- Digitization has the potential to enhance the reputation of a collection and its hosting institution by facilitating the promotion and dissemination of resources to a broader audience.
- It also makes frequently used materials available and accessible for existing and new users.
- Digitisation also reduces manual use of the original documents, leading to its conservation.

### **5.1. Restoration and Digitization of Archival Materials, Development of an E-Commerce Enterprise Website and an E-Archival System, and Development and Review of Records Management Manuals**

Archives that serve the academic communities and public have a critical role and responsibility to preserve the scholarly records available at their disposal and the corporate memory of Ghana (Public and Private Institutions). What these institutions do (or fail to do) will either have a positive or negative impact on the future generation. Converting and preserving archival materials is the way forward for providing access and preserving the cultural heritage of Corporate Ghana.

Considering the mentioned advantages, it is now common to find more information being digitized and uploaded onto the internet or hard drives, enabling accessibility to a wider audience with the click of a button.

The first step in the reformation of PRAAD under this project is to digitise frequently used and deteriorating archival materials. This will help PRAAD to better manage and preserve its records and make them more accessible to the public. The digitised records will be uploaded to the PRAAD website, which will be developed during this phase of the project.

The Project will be phased into eight (8) key categories as below:

**Phase One:** Restoration of Deteriorated Archival Materials

**Phase Two:** Selection, Scanning of Archival records, and Setting up of scanning centres in all regional offices, including the Head office

**Phase Three:** Categorization of Archival records into searchable fields (Finding aid)

**Phase Four:** Develop an E-commerce Enterprise Website and an E-archival System (Integrate both systems)

**Phase Five:** Pilot Demonstration, Digitization, And Upload Of Archival Records

**Phase Six:** Training and Support Services

**Phase Seven:** Development, Review & Update of Archives and Records Management

## Manuals

### **Phase Eight:** Office Furniture, ICT Equipment and conservation materials

#### **5.1.1 PHASE 1: RESTORATION OF DETERIORATED ARCHIVAL MATERIALS**

Liaise with the Preservation Services Branch (PSB) and the regional offices of PRAAD to:

- Conduct an assessment of current conditions of fragile archival records or endangered archives in all regional offices and the head office of PRAAD.
- Create an inventory of all fragile/damaged archives.
- Develop a document repair and conservation plan for the restoration project.
- Restore (repair and conserve) 12,000 sheets of fragile/endangered archives
- Monitor work progress throughout the project period.
- Label and record restored archives with unique IDs linked to the digital tracking system for future monitoring
- All archives restoration (conservation and preservation) required for this phase are procured under Phase eight and delivered/installed as part of Phase 1 activities.
- Prepare of materials to be restored
- Restore materials using international standards

##### **5.1.1.1 Phase 1 Deliverables**

- Archives restoration equipment and materials procured and installed as shown section 9.1
- Fragile /endangered archives restored (conserved & repaired)
- Condition assessment report with categorization of damage levels.

### **5.1.2 PHASE 2: SELECTION, SCANNING OF ARCHIVAL RECORDS, AND SETTING-UP OF SCANNING CENTERS IN ALL REGIONAL LOCATIONS INCLUDING THE HEAD OFFICE**

The second step in the reformation of PRAAD under this project will be the digitization of archives and public records. This will help PRAAD to better manage and preserve its records and make them more accessible to the public. The digitized records will also be uploaded on the PRAAD website developed during the third phase of the project. All ICT equipment and furniture required for this phase are procured under Phase eight and delivered/installed as part of Phase 2 activities.

#### **Phase 2 Activities**

- Selection of materials to be digitized. Identify items and collections that are suitable for digitization. Factors that will be considered during the process will include:
  - Intellectual justification - does the content of the material justify its digitization
  - Copyright status – does PRAAD have copyright status to be able to digitize
  - Demand – what is the potential audience and life span of the material to be digitized
  - Visibility of image – would it be possible to capture the content of the material visibly?
- Retrieval of materials from storage, sorting and batching.
- Scanning of selected archival materials
- In-house Digital Reference Section Set-up (Automation of the Search Room Operations)
- Setting Quality Standards. Quality standards include technical benchmarks such as colour representation, spatial resolution, and bit depth.
- Include digital preservation formats in the standard (e.g., TIFF for masters, JPEG/PNG for access copies, PDF/A for textual documents).
- Implement OCR (Optical Character Recognition) for searchable text where applicable

#### **5.1.2.1 Quality Assurance and Acceptance Standards**

To ensure consistent, high-quality digitization across all 9 PRAAD locations and 3.5 million pages, the Vendor shall implement a rigorous **two-tier QA and acceptance model**:

### ***Technical Quality Standards***

**Image Quality:** 300 DPI (standard), 400 DPI (degraded), 600 DPI (maps); 24-bit color / 8-bit grayscale; TIFF for master, PDF/A for access; sharp focus, correct orientation, even lighting, no missing pages

**Metadata Quality:** 100% of mandatory ISAD(G) fields populated; correct controlled vocabularies; hierarchical links

**OCR (where applicable):** Minimum 95% character accuracy

### ***TWO-TIER QA MODEL***

TIER 1: Vendor Internal QA (Mandatory 100% Inspection)

- Operator self-check after capture
- Supervisor spot-checks 10% daily
- QA officer reviews 100% before submission to PRAAD
- Vendor submits only batches that pass 100% internal QA
- Each batch includes signed Vendor QA Certificate

*TIER 2: PRAAD External QA (Statistical Sampling)*

Sampling:

- Up to 1,000 pages: 10% sample
- 1,001-10,000: 3-10% sample
- 10,001-50,000: 1-5% sample
- 50,000+:  $\geq 1\%$  sample (minimum 1,000 pages)

### ***Acceptance Threshold***

Defect Type	Examples	Threshold	Actions if Exceeded
CRITICAL	Missing pages, unreadable images, wrong documents, missing mandatory metadata	0%	Full Batch Rejection
MAJOR	Poor resolution, severe blur, incorrect metadata, OCR <85%	<2%	Full Batch Rejection

MINOR	Slight quality issues, formatting inconsistencies, typos	<5%	Vendor corrects within 5 days
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### ***DEFECT CATEGORIES***

1. Image Defects: Missing pages (Critical), unreadable/severely blurred images (Critical), insufficient resolution (Major), poor lighting (Major), slight quality issues (Minor)
2. Metadata Defects: Missing mandatory fields (Critical), incorrect information (Major), formatting inconsistencies (Minor)
3. Technical Defects: Wrong format (Critical), corrupt files (Critical), checksum failure (Critical)

### **Digitization Standards Document**

A comprehensive Digitization Standards Document shall define all technical specifications and capture requirements to ensure consistent quality across all 9 locations and 3.5M pages.

Prior to commencement of full-scale digitization activities, the vendor shall prepare and submit for PRAAD approval a comprehensive Digitization Standards Document consolidating all technical and operational requirements governing scanning and imaging activities. The document shall define, at minimum:

- Imaging specifications (minimum DPI, bit depth, colour profile, compression parameters) - Master and access file formats (e.g., TIFF for preservation master; PDF/A or JPEG derivatives for access)
- OCR standards and accuracy thresholds
- File naming conventions and folder structures
  - Cropping, border retention, and image enhancement rules
- Metadata requirements and mandatory fields
- Quality assurance scoring rubric and acceptance thresholds

The vendor shall produce a representative sample digitization set in accordance with the approved standards, including master files, access derivatives, OCR outputs, metadata records, and QA reports. PRAAD approval of the sample set shall constitute formal

acceptance of the Digitization Standards and shall be a prerequisite to large-scale digitization. Digitization shall not be considered compliant unless performed in accordance with the approved standards.

#### **5.1.2.2 Phase 2 Deliverables**

- All ICT equipment, furniture, and accessories for scanning centres procured, delivered, and installed at all 9 locations as shown in Phase eight
- Scanning centres fully established and operational at Head Office and all 8 regional offices
- In-house Digital Reference Section (automated search room) established
- Quality standards and benchmarks for digitization documented and approved
- Digitization of selected archival records commenced with initial batches completed
- Equipment installation and acceptance certificates issued for all locations
- Quality Standards and Acceptance Manual documented and approved by PRAAD
- Digitization Standards Document consolidating all technical and operational requirements for scanning and imaging
- Representative Sample Digitization Set approved by PRAAD (master files, access derivatives, OCR outputs, metadata, QA reports)
- Chain-of-Custody and Handling Standard Operating Procedures (SOP) for all 9 locations including:
  - Detailed custody and inventory logs for all original materials
  - Formal handoff forms for material transfers between staff
  - Restricted access rules and floor controls to prevent unauthorized handling
  - Connectivity and equipment security measures on scanning floors
  - End-of-day reconciliation procedures to ensure all materials are accounted for

The SOP must be reviewed and approved by PRAAD prior to commencement of digitization operations. The Vendor shall implement all measures in the SOP throughout Phase 2 activities.

### **5.1.3 PHASE 3: CATEGORIZATION OF ARCHIVAL RECORDS INTO SEARCHABLE FIELDS (FINDING AID)**

- The metadata should correctly summarize and categorize to enhance the searching of records which will be in accordance with the International Standard Archival Description (ISAD (G)).
- Define searchable fields in alignment with ISAD(G) and PRAAD’s operational needs.

#### **5.1.3.1 Phase 3 Deliverables**

- Finding aid created for easy searching of records.

### **5.1.4 PHASE 4: DEVELOP AN E-COMMERCE ENTERPRISE WEBSITE AND AN E-ARCHIVAL SYSTEM (INTEGRATE BOTH SYSTEMS)**

PRAAD needs an E-commerce Enterprise Website to enable it to commercialize and make available archival records to a wider variety of audiences. The website will therefore be a tool to achieve the above activity without spending much on hardware and ICT network infrastructure to achieve this. The website will function well with an E-archival system as the backbone. This means an E-archival system will be developed and deployed to suit PRAAD’s structure and needs. The two systems must comply with ISO 15489-16: Information and Documentation – Records Management.

The System Software and System-Management Utilities must have backup, optimization, systems administration, maintenance, and troubleshooting tools. The vendor shall undertake the assignment using participatory techniques involving consultations with members of PRAAD and other key stakeholders to ensure that a quality Website and System is developed that meets all user and technical requirements. The vendor is to ensure the direct involvement of the PRAAD/ICT team and subject matter experts throughout the Inception Analysis Requirements phase. The joint work between the PRAAD team and the vendor will ensure proper implementation of the system and lessen the potential risk by involving all stakeholders at an early stage before finalizing the system.

### **SYSTEM ARCHITECTURE OVERVIEW**

PRAAD's digital transformation is built on a dual-system architecture comprising an E-Archival System and an E-Commerce Enterprise Website that work together as an integrated solution.

### **E-Archival System (Backend Repository)**

The E-Archival System serves as the backbone of PRAAD's digital infrastructure which will be a secure, standards-compliant repository where digitized archival materials are stored, managed, and preserved for the long term. This is an internal system used primarily by PRAAD staff (archivists, digitization officers, quality assurance specialists, preservation officers, and administrators) to:

- Upload the 3.5 million scanned archival pages from scanning centers across all 9 PRAAD locations
- Conduct quality assurance checks on digitized materials to ensure they meet archival standards
- Organize documents according to archival principles using hierarchical classification (fonds, series, files, items)
- Apply metadata using international standards (ISAD(G) for archival description)
- Manage preservation workflows including format validation, checksum verification, and long-term preservation planning
- Control access permissions based on document sensitivity (public, restricted, confidential)
- Enforce retention schedules and the 30-year access rule
- Maintain audit trails for accountability and compliance

The E-Archival System is the authoritative source for all digitized archival content and ensures that Ghana's documentary heritage is preserved according to ISO 15489-16 Records Management standards and international archival best practices.

### **E-Commerce Enterprise Website (Public-Facing Platform)**

The E-Commerce Website is the customer-facing interface that enables PRAAD to commercialize and democratize access to archival records. This platform allows the public to:

- Search and discover archival materials using intuitive search interfaces
- Browse service catalogs with transparent pricing
- Purchase access to digitized documents through secure payment gateways (Mobile Money, cards, bank transfers)
- Track orders in real-time from payment to delivery
- Download purchased documents securely with watermarking

- Manage their accounts, payment methods, and transaction history
- Subscribe to institutional access packages for recurring research needs

### **System Integration**

The power of this architecture lies in the seamless integration between both systems. Integration ensures that:

- When a customer searches on the E-Commerce Website, they are querying the E-Archival System's metadata in real-time
- When a customer completes a payment, the E-Commerce system automatically triggers document retrieval from the E-Archival System
- Access permissions granted through payment on the E-Commerce side are immediately synchronized with the E-Archival System's access controls
- Users authenticate once (Single Sign-On) and can navigate between both systems without re-login
- Revenue data from E-Commerce is correlated with usage statistics from E-Archival for business intelligence
- Document availability, pricing, and delivery are coordinated across both platforms without manual intervention

## **FUNCTIONAL MODULES OVERVIEW**

The integrated E-Commerce Enterprise Website and E-Archival System comprises the following functional modules designed to support PRAAD's digitization, archival management, and revenue generation objectives:

### **USER ACCOUNT MANAGEMENT**

This module manages all user interactions with the platform through self-service registration, profile management, and account type differentiation (Individual, Institutional, Researcher, Student). It provides secure storage of payment methods using tokenization, KYC verification for high-value requests with Ghana Card integration, corporate account management with multi-user access, and complete transaction history for all users.

### **E-COMMERCE FUNCTIONALITY**

The e-commerce module transforms PRAAD into a revenue-generating digital service provider. It provides a searchable catalog of archival services with dynamic pricing, shopping cart functionality for multiple service requests, bulk order processing, and real-time order tracking. The module supports both individual and institutional customers, enables digital delivery of archival materials through secure download links, generates invoices for corporate clients, and supports subscription-based access models for recurring revenue.

### **PAYMENT PROCESSING**

This module handles all financial transactions on the platform, enabling PRAAD to monetize archival services. It supports multiple payment methods including Mobile Money (MTN, Vodafone, AirtelTigo) and card payments (Visa, Mastercard). The module integrates with Ghana.gov payment gateways to provide secure, PCI DSS-compliant payment processing with real-time transaction confirmation, automated receipt generation, refund processing, and comprehensive payment reconciliation capabilities.

### **CUSTOMER COMMUNICATION**

This module ensures seamless communication between PRAAD and its customers through automated email notifications for order confirmation and delivery, SMS alerts for payment confirmation and critical updates, in-app push notifications for web/mobile users, integrated help desk ticketing system for customer support, and optional live chat support during business hours.

### **WORKFLOW & APPROVAL**

The workflow module automates document and task management across PRAAD operations. It enables document movement between staff members for collaborative action, user notifications and alerts for pending tasks, graphical workflow design with configurable checkpoints, email-based workflow notifications, task reassignment capabilities, and comprehensive workflow history with full audit trails for accountability and process improvement.

### **SECURITY & ACCESS CONTROL**

This critical module protects system resources through robust security mechanisms. It provides user group creation and management, license group administration, Access Control Lists (ACL) with granular permissions, role-based access control with customizable privileges, digital rights management, multiple authentication options including Multi-Factor Authentication (MFA) and Single Sign-On (SSO), and complete audit logging of all security-related events. The architecture shall align with Ghana's Cybersecurity Act, 2020 (Act 1038), Data Protection Act, 2012 (Act 843), while leveraging internationally recognized best practices, including ISO/IEC 27001 for information security management and the NIST Cybersecurity Framework for risk-based governance.

**E-ARCHIVAL MODULE**

The E-Archival System module serves as the secure digital repository and preservation infrastructure for PRAAD's archival holdings. As the backbone of the integrated solution, this module provides comprehensive functionality for managing the complete lifecycle of digitized archival materials from initial upload through long-term preservation. The services include but are not limited to:

- a. Registration/Subscription
- b. Reproduction/Printing
- c. Contract/Expert search services
- d. Certified True Copies of archival records
- e. Licensing and Permission

**INTEGRATION MODULE**

The integration module automates the full order-to-fulfilment process, enabling real-time search of archival metadata, automated payment confirmation, and seamless triggering of document retrieval and access provisioning. This ensures timely, accurate, and controlled delivery of digitised archival content in line with defined service levels.

The module enforces secure content delivery through watermarking, time-bound access, encrypted transfers, and usage tracking, while also supporting consolidated reporting on revenue, system usage, and demand trends. Built on secure APIs and scalable architecture, the integration module ensures data consistency, operational reliability, and efficient coordination across all system components.

**MDA MODULE**

The system shall provide a dedicated MDA Portal as part of the E-Archival System to enable authorised Ministries, Departments, Agencies, and other public institutions to securely access semi-current records (records not categorised as archives with less than 30 years lifespan) under PRAAD's custody. Access to archival records and related services shall remain subject to PRAAD's approved payment policies. The solution shall support future expansion for additional government institutions and digital records services. Semi-current records accessible through the MDA Portal are restricted institutional records and shall not be available for public access or viewing. Bidders are not required to digitize semi-current records under this assignment.

**DOCUMENT SECURITY**

This module specifically protects archival documents and their metadata. It implements fine-grained access control allowing limited access to documents based on user groups, supports multi-group membership for users with diverse access needs, enables user-file group associations for classified documents, enforces document-level permissions separate from system-level access, and maintains audit trails of all document access and modification attempts.

**DOCUMENT INPUT**

The document input module handles the ingestion of digitized materials into the system. It supports multiple file formats (TIFF, JPEG, PDF, Word, Excel, PowerPoint, emails), performs full-text extraction from scanned documents for searchability using OCR, enables scheduled batch imports from scanning centers, allows metadata import alongside documents, validates file integrity and format compliance, and supports both manual and automated document capture workflows.

**STORAGE & INDEXING**

This module organizes and structures the archival repository for optimal retrieval. It automatically organizes documents into multi-level hierarchical folder structures aligned with archival classification schemes, indexes documents with both manual and automated metadata, implements document versioning to track changes over time, provides full-text indexing of document contents, and employs single-source storage principles to eliminate duplication and maximize storage efficiency.

**SEARCH & RETRIEVAL**

The search module is the primary interface for users to discover archival materials. It supports multiple search types (generic, wildcard, exact match, Boolean), provides full-text search across all indexed documents, enables metadata-based filtering and faceted search, searches within document notes and annotations, supports advanced search with multiple criteria combinations, and delivers results with relevance ranking and preview capabilities.

**DOCUMENT VIEWING**

This module enables users to access and interact with archival materials. It allows simultaneous multi-user access to the same document, provides web-based document viewers optimized for network efficiency, displays thumbnail previews for quick navigation, supports external launching of documents in native applications when needed, offers responsive interfaces for desktop and mobile devices, and includes annotation and bookmarking capabilities for researchers.

**DOCUMENT CAPTURE**

Beyond simple input, this module ensures proper registration and lifecycle management of all electronic documents. It registers and manages documents regardless of format or technology, ensures association with the appropriate classification scheme and retention schedules, integrates with applications that generate documents (e.g., email systems), validates and controls metadata entry to maintain data quality, maintains read-only audit trails of creation dates and authorship, and supports content reuse and multichannel publishing for archival dissemination.

**BACKUP & RECOVERY**

This critical module protects PRAAD's digital assets against loss or corruption. It provides automated backup procedures with configurable schedules, supports selective or full backups of documents and metadata, encrypts all backups using AES-256 encryption, enables point-in-time recovery for any moment within the last 30 days, performs quarterly disaster recovery drills with documentation, includes automated monitoring and alerting for backup failures, and ensures geographic redundancy with off-site backup storage.

**ANALYTICS & REPORTING**

The analytics module provides business intelligence and performance monitoring capabilities. It delivers real-time revenue dashboards, regional performance analytics, comprehensive sales reports (daily, weekly, monthly), payment analytics tracking success rates and failures, service performance metrics identifying popular services and peak periods, financial data exports for accounting systems, and automated tax compliance reporting for Ghana Revenue Authority. The module shall support executive-level reporting for strategic decision-making.

**GENERAL FUNCTIONAL/TECHNICAL REQUIREMENTS**

These requirements represent capabilities with various layers as specified by the Open Group in their document “Open Group Standard – SOA Reference Architecture (document is publicly available on their website) and are categorized in the responsive checklist below

**Requirements Responsiveness checklist****M = MANDATORY REQUIREMENT****D = DESIRABLE REQUIREMENT**

REF No	FUNCTIONAL/TECHNICAL SPECIFICATIONS		M/D	Comments
	Requirement Description	Details		
<b>USER ACCOUNT MANAGEMENT</b>				
FR-UAM-01	User registration	Self-service registration with email/phone verification	M	
FR-UAM-02	Profile management	Users manage personal info, payment methods, delivery addresses	M	
FR-UAM-03	Account types	Support Individual, Institutional, Researcher, Student account types with different privileges	M	
FR-UAM-04	Saved payment methods	Securely store payment methods for repeat users (tokenization)	M	

FR-UAM-05	Wishlist/saved items	Users can save items for later purchase	D	
FR-UAM-06	User verification	KYC verification for high-value or sensitive requests	M	
FR-UAM-07	Corporate accounts	Support corporate/institutional accounts with multi-user access	M	
FR-UAM-08	MDA portal			
<b>E-COMMERCE FUNCTIONALITY</b>				
FR-ECOM-01	Service catalog	Searchable catalog of archival services with pricing	M	
FR-ECOM-02	Shopping cart	Add multiple services/documents to cart before checkout	M	
FR-ECOM-03	Pricing engine	Dynamic pricing based on service type, document volume, urgency	M	

FR-ECOM-04	Discount/promo codes	Support discount codes and promotional campaigns	D	
FR-ECOM-05	Bulk order processing	Handle bulk requests for multiple documents/services	M	
FR-ECOM-06	Order tracking	Real-time order status tracking from payment to delivery	M	
FR-ECOM-07	Digital delivery	Secure download links for digital archival materials	M	
FR-ECOM-08	Order history	Users can view complete transaction and order history	M	
FR-ECOM-09	Invoice generation	Auto-generate invoices for institutional/corporate clients	M	
FR-ECOM-10	Subscription services	Support recurring subscriptions for institutional access	D	
<b>PAYMENT PROCESSING</b>				

FR-PAY-01	Payment methods	Support Mobile Money (MTN, Vodafone, AirtelTigo) and Card payments (Visa, Mastercard)	M	
FR-PAY-02	Payment gateway integration	Integrate with the Ghana.gov platform to process payments	M	
FR-PAY-03	Secure payment processing	PCI DSS Level 1 compliant payment processing	M	
FR-PAY-04	Transaction receipts	Auto-generate and email digital receipts for all successful transactions	M	
FR-PAY-05	Payment confirmation	Real-time payment confirmation and service activation	M	
FR-PAY-06	Failed payment handling	Automatic retry mechanism for failed transactions with user notification	M	

FR-PAY-07	Payment status tracking	Users can track payment status in real-time through dashboard	M	
FR-PAY-08	Refund processing	Support full and partial refunds with approval workflow	M	
FR-PAY-10	Payment reconciliation	Automated daily reconciliation reports for finance team	M	
<b>WORKFLOW &amp; APPROVAL</b>				
FR-WF-01	Document/file movement workflow	Movement of documents from one participant to another for action	M	
FR-WF-02	User notification and alerts	Alert users when file/document sent to task list with specified action required	M	

FR-WF-03	Graphical workflow representation	Managers create graphical workflow with checkpoints and email notifications	M	
FR-WF-04	Email notification system	Use email to notify users of workflow status	M	
FR-WF-05	Task reassignment capability	Individual users can reassign tasks/actions to different user or group	M	
FR-WF-06	Workflow history and audit trail	Maintain complete workflow history and audit trail	M	
FR-WF-07	Disposition workflow	Support Review for Continued Retention/Authorize Destruction workflow	M	
<b>SECURITY &amp; ACCESS CONTROL</b>				
FR-SEC-01	User groups creation	Ability to create and manage user groups	M	

FR-SEC-02	License groups	Create and manage license groups	M	
FR-SEC-03	Access Control Lists (ACL)	Support for ACL with authorized access control	M	
FR-SEC-04	User privileges and roles	System administrators assign user privileges and roles	M	
FR-SEC-05	Customizable permissions	Fully customizable content permissions, module permissions, and user roles	M	
FR-SEC-06	Multiple authentication options	Multiple prebuilt authentication options available	M	
<b>DOCUMENT SECURITY</b>				
FR-DSEC-01	Limited access control	Allow limited access to documents, files, and metadata for specific users/groups	M	

FR-DSEC-02	User-file group association	Set up groups of users associated with specific files or documents	M	
FR-DSEC-03	Multi-group membership	Allow users to be members of more than one group	M	
<b>STORAGE &amp; INDEXING</b>				
FR-SI-01	Automatic organization	Automatically organize documents into multi-level folder structure	M	
FR-SI-02	Document indexing	Index documents inside the system	M	
FR-SI-03	Document versioning	Support document versioning	M	
FR-SI-04	Full-text indexing	Full-text indexing capability	M	

FR-SI-05	Single-source functionality	Store each content chunk only once in single repository for maximum reuse	M	
<b>SEARCH &amp; RETRIEVAL</b>				
FR-SR-01	Multiple search types	Support generic, wildcard, and exact match searches	M	
FR-SR-02	Full-text search	Full-text search capability	M	
FR-SR-03	Notes search	Search text within file notes of documents in database	M	
<b>DOCUMENT VIEWING</b>				
FR-DV-01	Simultaneous access	Multiple users can access same document simultaneously	M	
FR-DV-02	External launch	Launch documents externally using native applications	M	

FR-DV-03	Web-based viewer	Web-based document viewer with optimized network data transfer	M	
FR-DV-04	Thumbnail previews	Display current page and thumbnail images of other pages	M	
FR-DV-05	Integrated online tools	Range of integrated tools for real-time customer-centric marketing across channels	M	
FR-DV-06	Responsive interface	Responsive and mobile-friendly viewing interface	M	
<b>DOCUMENT CAPTURE</b>				
FR-DC-01	Universal registration	Register and manage all electronic documents regardless of encoding/technology	M	

FR-DC-02	Classification association	Ensure documents are associated with classification scheme and files	M	
FR-DC-03	Application integration	Integrate with application software that generates documents	M	
FR-DC-04	Metadata validation	Validate and control entry of metadata into solution	M	
FR-DC-05	Audit trail	Keep read-only trail of upload date/time, author, and metadata changes	M	
FR-DC-06	Content reuse	Ability to reuse content across multiple documents without duplication	M	
FR-DC-07	Multichannel publishing	Content repurposed easily for	M	

		publishing to multiple media formats		
FR-DC-08	Metadata import/export	Import/export metadata in CSV, XML, JSON formats	M	
FR-DC-09	Metadata versioning	Track metadata changes with history of all modifications	M	
FR-DC-10	Auto-complete suggestions	Provide auto-complete for frequently used metadata values	D	
<b>E-ARCHIVAL SYSTEM</b>				
<b>MDA MODULE</b>				
FR-MDA-01	MDA User Registration	Authorized MDA officers shall be registered and verified by PRAAD administrators prior to portal access.	M	
FR-MDA-02	Role-Based Access Control	The portal shall enforce role-based permissions restricting access to	M	

		records relevant to each MDA's mandate.	
FR-MDA-03	Semi-Current Records Access	Authorized MDA users shall access semi-current records held under PRAAD's custody.	M
FR-MDA-04	Archival Records Access	MDA access to archival records and related services shall be subject to PRAAD's approved payment policies.	M
FR-MDA-05	Public Access Restriction	Semi-current records on the MDA Portal shall not be accessible to the general public or non-authorized users.	M
FR-MDA-06	Secure Authentication	MDA portal login shall support Multi-Factor Authentication (MFA) and Single Sign-On (SSO) compatible with	M

		government identity systems.	
FR-MDA-07	Audit Trail	All MDA user access, searches, and record retrievals shall be logged with timestamps and user identifiers.	M
FR-MDA-08	Scalability for New Institutions	The portal architecture shall support onboarding of additional government institutions without major system redesign.	D
FR-MDA-09	Record Search & Retrieval	MDA users shall search and retrieve semi-current records by metadata, date range, and record classification.	M
FR-MDA-10	Notifications & Alerts	The system shall notify MDA users of record availability,	D

		access expiry, and policy updates.		
FR-MDA-11	Data isolation	The system shall ensure institutional records are logically segregated to prevent unauthorised cross-agency access.	M	
<b>DOCUMENT REPOSITORY MANAGEMENT</b>				
FR-EARCH-01	Secure document storage	Secure storage of minimum 3.5M digitized archival pages with expansion to 100M pages	M	
FR-EARCH-02	Hierarchical organization	Multi-level folder structure supporting archival arrangement (fonds, series, files, items)	M	
FR-EARCH-03	Preservation metadata	Store technical metadata including format, resolution, creation date, scanner ID, operator	M	

FR-EARCH-04	Master and access copies	Maintain both preservation masters (TIFF) and access copies (PDF/A, JPEG)	M	
FR-EARCH-05	Checksum generation	Automatic SHA-256 checksum generation on upload for integrity verification	M	
FR-EARCH-06	Storage quota management	Monitor storage utilization with alerts at 75%, 85%, 95% capacity	M	Capacity planning
<b>ADMIN UPLOAD &amp; INGESTION</b>				
FR-EARCH-01	Bulk upload capability	Upload batches of 1,000+ documents simultaneously	M	
FR-EARCH-02	Multi-location upload	Support concurrent uploads from all 9 PRAAD locations	M	
FR-EARCH-03	Progress tracking	Real-time upload progress with pause/resume capability	M	

FR-EARCH-04	Duplicate detection	Detect and prevent duplicate uploads using checksums	M	
FR-EARCH-05	Batch metadata import	Import metadata from CSV/Excel for batch uploads	M	
FR-EARCH-06	Upload scheduling	Schedule bulk uploads during off-peak hours	D	
<b>QUALITY ASSURANCE WORKFLOW</b>				
FR-EARCH-01	QA review queue	Automated routing of uploaded documents to QA queue	M	
FR-EARCH-02	Image quality checks	Validate image resolution (minimum 300 DPI), clarity, and completeness	M	
FR-EARCH-03	Metadata validation	Check completeness of mandatory metadata fields before approval	M	
FR-EARCH-04	QA decision workflow	Support Approve/Reject/Return for correction	M	

		workflow with comments		
FR-EARCH-05	QA audit trail	Log QA officer, decision, timestamp, and comments for accountability	M	
FR-EARCH-06	Batch operations QA	Approve/reject multiple documents simultaneously	M	
FR-EARCH-07	QA metrics dashboard	Display QA throughput, approval rates, common rejection reasons	M	
FR-EARCH-08	Re-scanning workflow	Return rejected documents to digitization queue with rejection reasons	M	
<b>ADMIN MANAGEMENT CONSOLE</b>				
FR-EARCH-48	System dashboard	Display key metrics: total documents, storage used, QA queue, active users	M	

FR-EARCH-49	User role management	Define and assign roles: Uploader, QA Officer, Archivist, Preservation Officer, Admin	M	
FR-EARCH-50	Activity monitoring	Real-time view of current uploads, searches, downloads, QA activities	M	
FR-EARCH-51	Configuration management	Configure retention schedules, access rules, metadata schemas, workflows	M	
FR-EARCH-52	Audit log viewer	Search and export complete audit logs with filtering by user, action, date	M	
FR-EARCH-53	User activity reports	Generate reports on user actions: uploads, approvals, modifications	M	
FR-EARCH-54	Storage analytics	Breakdown of storage by location, collection, format, date range	M	

FR-EARCH-55	System health monitoring	Monitor system performance, errors, API response times	M	
<b>DIGITAL PRESERVATION MONITORING</b>				
FR-EARCH-66	Storage capacity alerts	Alert administrators when storage reaches defined thresholds	M	
FR-EARCH-67	Backup verification	Verify backup completion daily with automated testing	M	
FR-EARCH-68	Preservation metrics	Dashboard showing format distribution, average file age, risk assessments	M	
FR-EARCH-69	Integrity reports	Monthly reports on file integrity checks, failures, remediation actions	M	
FR-EARCH-70	Migration planning tools	Identify documents requiring format migration with prioritization	M	
<b>DOCUMENT INPUT</b>				

FR-DI-01	Multiple format support	Import electronic documents: TIFF, JPEG, PDF, Word, Excel, PowerPoint, Emails, etc.	M	
FR-DI-02	Full-text extraction	Extract full-text information for searchability	M	
FR-DI-03	Scheduled imports	Schedule active import jobs from local folders or servers for automatic regular import	M	
FR-DI-04	Metadata import	Allow import of documents with index information	M	
<b>CUSTOMER COMMUNICATION</b>				
FR-COMM-01	Email notifications	Automated emails for order confirmation, payment, delivery	M	
FR-COMM-02	SMS notifications	SMS alerts for payment confirmation and order updates	M	

FR-COMM-03	In-app notifications	Push notifications for web/mobile app users	D	
FR-COMM-04	Customer support ticketing	Integrated help desk for customer queries and issues	M	
FR-COMM-05	Live chat support	Real-time chat support during business hours	D	
<b>BACKUP &amp; RECOVERY</b>				
FR-BR-01	Automated backup	Provide automated backup and recovery procedures	M	
FR-BR-02	Selective backup	Allow backup of all or selected classes, files, documents, metadata, and attributes	M	
FR-BR-03	Backup encryption	All backups must be encrypted using AES-256	M	
FR-BR-04	Recovery testing	Quarterly disaster recovery drills and documentation	M	

FR-BR-05	Point-in-time recovery	Support point-in-time recovery for any time within last 30 days	M	
FR-BR-06	Backup monitoring	Automated monitoring and alerts for backup failures	M	
<b>REPORTING &amp; ANALYTICS</b>				
FR-AN-01	Analytics integration	Integrate with popular analytics tools, especially Google Analytics	M	
FR-AN-02	KPI tracking	Enable tracking of KPIs from dashboard	D	
FR-AN-03	Revenue dashboard	Real-time revenue analytics dashboard for management		
FR-AN-04	Sales reports	Daily, weekly, monthly sales reports with export capability		
FR-AN-05	Payment analytics	Transaction success rates, failed payments, refund rates		

FR-AN-06	Service performance	Track most requested services, peak periods, user demographics		
FR-AN-07	Financial exports	Export financial data for accounting systems (CSV, Excel, PDF)		
FR-AN-08	Tax compliance	Automatic VAT calculation and tax reporting		
<b>INTEGRATION MODULE</b>				
<b>AUTHENTICATION &amp; USER MANAGEMENT</b>				
FR-INT-03	Unified user database	Single authoritative user repository shared by both systems	M	
FR-INT-05	Permission synchronization	Access permissions granted in E-Commerce immediately reflected in E-Archival	M	
FR-INT-06	Password policy enforcement	Consistent password policies across both systems	M	

FR-INT-07	Account lifecycle sync	Account creation, suspension, deletion synchronized across both platforms	M	
FR-INT-08	Multi-Factor Authentication	MFA settings consistent across both systems	M	
<b>ORDER-TO-FULFILLMENT INTEGRATION</b>				
FR-INT-09	Real-time availability check	E-Commerce queries E-Archival for document availability before adding to cart		
FR-INT-10	Automated retrieval request	Successful payment triggers automatic document retrieval request in E-Archival		
FR-INT-11	Order status synchronization	Order status updates in E-Archival reflected in E-Commerce tracking		

FR-INT-12	Batch order processing	Support bulk orders with automated batching to E-Archival		
FR-INT-13	Priority processing flags	Expedited orders flagged for priority processing in E-Archival queue		
FR-INT-14	Failed fulfillment handling	Automatic retry and escalation for failed document retrieval		
FR-INT-15	Fulfillment confirmation	E-Archival confirms successful delivery back to E-Commerce		
FR-INT-16	Cancellation synchronization	Order cancellations in E-Commerce trigger retrieval cancellation in E-Archival		
<b>SEARCH &amp; DISCOVERY INTEGRATION</b>				
FR-INT-17	Unified search API	E-Commerce search queries E-Archival	M	

		metadata repository in real-time		
FR-INT-18	Search response time	Search results returned from E-Archival to E-Commerce within 2 seconds	M	
FR-INT-19	Preview thumbnail delivery	E-Commerce displays thumbnail previews fetched from E-Archival	M	
FR-INT-20	Metadata enrichment	E-Commerce enriches search results with pricing and availability from E-Archival	M	
FR-INT-21	Faceted search integration	E-Archival metadata facets (date, location, type) available in E-Commerce search	M	
FR-INT-22	Search analytics sync	Search queries logged in both systems for unified analytics	M	
FR-INT-23	Collection browsing	E-Commerce collection pages pull	M	

		hierarchical structure from E-Archival		
<b>CONTENT DELIVERY INTEGRATION</b>				
FR-INT-24	Secure link generation	E-Archival generates time-limited secure download links on E-Commerce request	M	
FR-INT-25	Watermark application	E-Archival applies purchaser watermark before delivering to E-Commerce	M	
FR-INT-26	Format conversion on-demand	E-Archival converts to requested format (PDF, JPEG) based on E-Commerce order	M	
FR-INT-27	Download tracking	Download attempts logged in both E-Archival and E-Commerce	M	
FR-INT-28	Link expiration	Download links expire after defined period (7 days default, configurable)	M	

FR-INT-29	Quota enforcement	E-Archival enforces download quotas based on E-Commerce subscription tier	M	
FR-INT-30	Bulk download packaging	E-Archival packages multiple documents into ZIP for E-Commerce bulk orders	M	
FR-INT-31	Streaming delivery	Support streaming delivery for large files to improve user experience	D	
<b>ACCESS PROVISIONING</b>				
FR-INT-32	Automatic permission grant	Payment confirmation triggers access permission in E-Archival	M	
FR-INT-34	Access revocation	E-Commerce subscription cancellation revokes E-Archival access	M	

FR-INT-35	Access audit trail	All access grants/revocations logged with originating E-Commerce transaction	M	
FR-INT-36	Concurrent access limits	E-Archival enforces concurrent access limits from E-Commerce subscription	M	
FR-INT-37	IP-based access	E-Archival honors IP restrictions from E-Commerce institutional subscriptions	M	
<b>API &amp; DATA INTEGRATION</b>				
FR-INT-45	RESTful API layer	Secure RESTful APIs for all inter-system communication	M	
FR-INT-46	API authentication	OAuth 2.0 or JWT-based API authentication	M	

FR-INT-47	API rate limiting	Rate limiting to prevent system overload (1000 requests/minute per system)	M	
FR-INT-48	API versioning	Support API versioning for backward compatibility during upgrades	M	
FR-INT-49	Webhook notifications	Event-driven webhooks for asynchronous updates (payment confirmed, document ready)	M	
FR-INT-50	Message queuing	Message queue for reliable asynchronous processing of integration tasks	M	
FR-INT-51	Data validation	Schema validation for all data exchanged between systems	M	

FR-INT-52	Error handling	Standardized error codes and retry logic for transient failures	M	
<b>CONFIGURATION &amp; MANAGEMENT</b>				
FR-INT-54	Unified access policies	Access policies defined once and enforced across both systems	M	
FR-INT-55	Synchronized notifications	Notification templates shared between systems for consistent messaging	M	
FR-INT-56	Holiday/downtime sync	Maintenance windows coordinated across both systems	M	
FR-INT-57	Configuration audit trail	All configuration changes logged with administrator and timestamp	M	
FR-INT-58	Integration health monitoring	Dashboard showing integration status, API response times, error rates	M	

<b>DATA CONSISTENCY &amp; INTEGRITY</b>				
FR-INT-59	Transaction rollback	Failed operations trigger automatic rollback to maintain consistency	M	
FR-INT-60	Duplicate prevention	Prevent duplicate orders/access grants through unique transaction IDs	M	
FR-INT-61	Referential integrity	Maintain referential integrity between E- Commerce orders and E-Archival documents	M	
FR-INT-62	Conflict resolution	Automated conflict resolution for simultaneous updates to shared data	M	
FR-INT-63	Data synchronization verification	Periodic verification that user data is synchronized across systems	M	

FR-INT-64	Orphan record detection	Identify and alert on orphaned records (orders without documents, access without payment)	M	
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**NON-FUNCTIONAL REQUIREMENTS**

REF No	FUNCTIONAL/TECHNICAL SPECIFICATIONS		M/D	Comments
	Requirement Description	Details/Specifications		
<b>COMPLIANCE</b>				
NFR-COMP-01	ISO compliance	Must comply with ISO 15489-16: Information and Documentation – Records Management	M	
NFR-COMP-02	Open-source requirement	No proprietary software - must be open source built with PRAAD team	M	

NFR-COMP-03	No licensing fees	Software must not come with license subscriptions or fees	M	
<b>ENVIRONMENTAL</b>				
NFR-ENV-01	Hosting infrastructure	Platform will be hosted on the government G-cloud service, with the support of NITA.	M	
<b>COMPATABILITY</b>				
NFR-COMP-01	RESTful API	Provide comprehensive RESTful API for third-party integrations	M	
NFR-COMP-02	API versioning	Support API versioning to maintain backward compatibility	M	
NFR-COMP-03	Webhook support	Support webhooks for event-driven integrations	M	

NFR-COMP-04	SOAP API	Support SOAP web services for legacy system integration	M	
NFR-COMP-05	Standard protocols	Support standard protocols: HTTP/HTTPS, FTP/SFTP, WebDAV	M	
NFR-COMP-06	Data exchange formats	Support JSON, XML, CSV for data exchange	M	
NFR-COMP-07	OCR capability	Integration with OCR tools for scanned document processing	M	
<b>SECURITY</b>				
NFR-SEC-01	SSL encryption	SSL encryption support	M	
NFR-SEC-02	Multi-level security	Multi-level security implementation	M	
NFR-SEC-03	Multi-Factor Authentication (MFA)	System must support MFA for all user accounts	M	

NFR-SEC-04	Single Sign-On (SSO)	System must support SSO integration with existing organizational identity providers	M	
NFR-SEC-05	Password policy	Enforce strong passwords: minimum 12 characters, complexity requirements, 90-day expiry	M	
NFR-SEC-06	Password history	Prevent reuse of last 12 passwords	M	
NFR-SEC-07	Data encryption at rest	All sensitive data must be encrypted at rest using AES-256 encryption	M	
NFR-SEC-08	Data encryption in transit	All data transmission must use TLS 1.3 or higher	M	
NFR-SEC-09	Encryption key management	Implement secure key management system with key rotation every 90 days	M	

NFR-SEC-10	Audit logging	Comprehensive audit logs for all system access, changes, and administrative actions	M	
NFR-SEC-11	Log retention	Audit logs must be retained for minimum 7 years in immutable storage	M	
NFR-SEC-12	Log monitoring	Real-time monitoring and alerting for suspicious activities	M	
NFR-SEC-13	Penetration testing	Annual third-party penetration testing and vulnerability assessment	M	
NFR-SEC-14	Security compliance	System must achieve ISO 27001 certification within 12 months of deployment	M	
NFR-SEC-15	Session timeout	Automatic session timeout after 30 minutes of inactivity	M	

NFR-SEC-16	Concurrent session control	Limit users to maximum 3 concurrent sessions	M	
NFR-SEC-17	Intrusion Detection System (IDS)	Implement IDS with real-time alerts for security threats	M	
NFR-SEC-18	Intrusion Prevention System (IPS)	Implement IPS to block identified threats automatically	M	
NFR-SEC-19	Security patching	Critical security patches must be applied within 48 hours of release	M	
NFR-SEC-20	Vulnerability scanning	Automated weekly vulnerability scans with monthly reports	M	
NFR-SEC-21	Access attempt limits	Lock account after 5 failed login attempts for 30 minutes	M	
NFR-SEC-22	IP whitelisting/blacklisting	Support for IP-based access control rules	M	
NFR-SEC-23	MDA Portal- role access	The MDA Portal shall enforce secure	M	

		authentication, encryption in transit and at rest, and role-based access controls for all institutional records.		
NFR-SEC-24	MDA- Data isolation	The system shall ensure institutional records are logically segregated and accessible only to authorised users and agencies based on assigned permissions and classifications.	M	
<b>PERFORMANCE</b>				
NFR-PERF-01	Caching	Multiple levels of caching, easily and fully customizable	M	
NFR-PERF-02	High performance	System must deliver high performance	M	
NFR-PERF-03	Page load time	Homepage and main pages must load within	M	

		3 seconds on standard broadband connection		
NFR-PERF-04	Search response time	Search results must be returned within 2 seconds for queries on databases up to 1TB	M	
NFR-PERF-05	Document upload time	Documents up to 50MB must upload within 30 seconds on standard connection	M	
NFR-PERF-06	Document download time	Documents must begin downloading within 2 seconds of request	M	
NFR-PERF-07	Concurrent user capacity	System must support minimum 500 concurrent users without performance degradation	M	
NFR-PERF-08	Peak load capacity	System must support 5,000 concurrent users during peak periods	M	
NFR-PERF-09	Transaction throughput	System must process minimum 100	M	

		transactions per second		
NFR-PERF-10	Database query performance	95% of database queries must execute in under 1 second	M	
NFR-PERF-11	API response time	API calls must respond within 500ms for 95th percentile	M	
NFR-PERF-12	MDA portal performance	The system shall support concurrent access by multiple institutional users while maintaining acceptable response times for search and retrieval operations.	M	
<b>AVAILABILITY &amp; RELIABILITY</b>				
NFR-AVAIL-01	System uptime SLA	System must maintain 99.5% uptime (maximum 8.76 hours downtime per year)	M	
NFR-AVAIL-02	Planned maintenance windows	Planned maintenance limited to 4 hours per	M	

		month during off-peak hours		
NFR-AVAIL-03	Mean Time Between Failures (MTBF)	System MTBF must be minimum 720 hours (30 days)	M	
NFR-AVAIL-04	Mean Time To Repair (MTTR)	System MTTR must be maximum 4 hours	M	
NFR-AVAIL-05	Recovery Time Objective (RTO)	System must be restored within 4 hours of failure	M	
NFR-AVAIL-06	Recovery Point Objective (RPO)	Maximum data loss acceptable is 1 hour of transactions	M	
NFR-AVAIL-07	Failover mechanism	Automatic failover to backup systems within 5 minutes	M	
NFR-AVAIL-08	Redundancy	Critical system components must have N+1 redundancy	M	
NFR-AVAIL-09	Load balancing	Implement load balancing across multiple servers	M	
<b>SCALABILITY</b>				

NFR-SCAL-01	Cloud compatibility	E-Archiving system must be able to run in cloud environment	M	
NFR-SCAL-02	Scalability	System must be scalable	M	
NFR-SCAL-03	Scale-up/out model	Deployed system must be scalable and designed in scale-up/out model at each layer	M	
NFR-SCAL-04	Future growth provision	Provide model for future growth	M	
NFR-SCAL-05	Horizontal scaling	System must support horizontal scaling by adding new server nodes	M	
NFR-SCAL-06	Vertical scaling	System must support vertical scaling (CPU, RAM upgrades) without architecture changes	M	

NFR-SCAL-07	Data growth projection	System must handle 5x current data volume growth over 3 years without performance degradation	M	
NFR-SCAL-08	User growth projection	System must scale to support 10x current user base over 5 years	M	
NFR-SCAL-09	Storage expansion	Storage must be expandable to minimum 100TB without system redesign	M	
NFR-SCAL-10	Database scalability	Database must support sharding/partitioning for growth beyond 10TB	M	
NFR-SCAL-11	MDA portal scaling	The MDA Portal shall support future onboarding of additional Ministries, Departments, Agencies, and public institutions without	M	

		major system redesign or service interruption.		
<b>USABILITY</b>				
NFR-USA-01	Accessibility compliance	System must comply with WCAG 2.1 Level AA standards	M	
NFR-USA-02	Browser compatibility	Support for latest 2 versions of Chrome, Firefox, Safari, Edge	M	
NFR-USA-03	Mobile browser support	Full functionality on iOS Safari and Android Chrome	M	
NFR-USA-04	Screen resolution support	Support screen resolutions from 1024x768 to 4K (3840x2160)	M	
NFR-USA-05	Keyboard navigation	Complete keyboard navigation support for accessibility	M	
NFR-USA-06	User interface response time	UI interactions must provide feedback within 100ms	M	

NFR-USA-07	Help documentation	Context-sensitive help available on all screens	M	
NFR-USA-08	Training requirements	System must be usable with maximum 2 days of training for standard users	M	
NFR-USA-09	User error rate	Users should achieve task completion with <5% error rate after training	M	
NFR-USA-10	Localization support	Support for multiple languages with Unicode character set	M	
NFR-USA-11	Time zone support	Support for multiple time zones with user-configurable preferences	M	
<b>SYSTEM MANAGEMENT</b>				
NFR-SYS-01	Backup tools	System must have backup tools	M	

NFR-SYS-02	Optimization tools	System must have optimization tools	M	
NFR-SYS-03	Systems administration tools	System must have administration tools	M	
NFR-SYS-04	Maintenance tools	System must have maintenance tools	M	
NFR-SYS-05	Troubleshooting tools	System must have troubleshooting tools	M	
<b>LEGAL</b>				
NFR-LEG-01	Data residency	All data must be stored within Ghana or approved jurisdictions	M	
NFR-LEG-02	Data protection compliance	Comply with Ghana Data Protection Act (Act 843)	M	
NFR-LEG-04	Records retention schedule	Implement configurable retention schedules per document type	M	

NFR-LEG-05	Legal hold capability	Support legal hold to prevent deletion of documents under litigation	M	
NFR-LEG-06	Right to be forgotten	Implement secure deletion mechanisms for data privacy compliance	M	
NFR-LEG-09	Digital signatures	Support for digital signatures and verification	M	
NFR-LEG-10	Timestamp authority	Integration with trusted timestamp authority for legal validity	M	

#### 5.1.4.3 Testing and Quality Assurance Requirements

The Project Manager working for the purchaser will undertake a series of Testing, Acceptance, and Certification of systems as soon as the Bidder declares a phase of the system ready to go live. The Bidder shall coordinate with the Project Manager to initiate the testing process for that phase performing its acceptance testing and certification. Inspections following delivery: The bidder shall inform the Project Manager who shall make arrangements with the Purchaser Stores to check and receive the stock into the Store.

##### 5.1.4.3.1 Acceptance Criteria and Certification

The system will be accepted only if:

1. All Mandatory functional requirements are fully implemented and tested
2. All performance criteria meet or exceed specified thresholds
3. All scalability tests pass successfully
4. All security requirements are validated
5. All accessibility and usability criteria are met
6. Zero Critical defects and <5 High-severity defects remain open
7. All required documentation is complete and approved
8. UAT is completed with stakeholder sign-off
9. Training is completed with satisfactory competency assessment
10. Final acceptance certificate is issued by project manager and PCU team
11. All digitization batches meet the Quality Assurance and Acceptance Standards defined in Section 5.1.2.6, with defect rates within acceptable thresholds (Critical=0%, Major≤2%, Minor≤5%)
12. Preservation Package Specification defined in System Design Document
13. End-to-End Pilot successfully completed and Gate Approval Certificate issued
14. Integration Documentation and Verification Package complete with API specifications, passing integration tests, and verified SLO compliance
15. Portability/Exit Test report successfully completed

#### 5.1.4.3.2 Digital Sovereignty & Vendor Lock-In Avoidance

1. The platform must be built to avoid dependency on proprietary technologies that hinder future migration or customization, where applicable. The platform should, as much as possible, be built on open source with a very dynamic developer community. All data must be hosted within Ghana’s territorial jurisdiction unless otherwise approved by Government policy.
2. All metadata schemas shall be fully documented and the system shall not utilize encrypted or vendor-restricted database structures that prevent independent access, migration, or interoperability.
3. All vendor solutions must ensure data portability, with clear exit strategies and open data formats to prevent lock-in.
4. All custom-developed software, source code, system architecture documents, infrastructure and network design diagrams, documentation, configurations, and digital assets created under this project shall become the exclusive property of PRAAD upon final acceptance and full payment. The vendor shall provide full source code with comprehensive documentation to

enable PRAAD to maintain, modify, or engage third parties for future enhancements. This is a Build-Operate-Transfer (BOT) arrangement where the vendor builds and operates the systems during the 8-month implementation period, then transfers complete ownership and operational control to PRAAD.

### **Preservation Packaging Standard**

To ensure digital sovereignty, system portability, and compliance with BOT transfer requirements, the vendor shall define, implement, and deliver a **Preservation Package** standard for all digitized archival materials.

Each Preservation Package shall include:

- Master Images (TIFF) and Access Copies (PDF/A) with associated technical metadata
- Descriptive Metadata (ISAD(G) XML) and Preservation Metadata (PREMIS XML)
- SHA-256 checksums for all files
- Immutable manifest of all package contents
- Package metadata (creation date, creator, transfer method, optional digital signature)

Packages shall follow BagIt RFC 8493 or equivalent open standard and shall be fully importable/exportable without vendor-specific tools.

### **Integration Interface Contracts**

In addition to functional deployment, the vendor shall provide the following integration documentation and verification artifacts as part of Phase 4 acceptance:

- An API Specification Pack, including OpenAPI/Swagger documentation, defined request and response schemas, authentication mechanisms, versioning policy, standard error codes, and retry procedures.
- A documented Integration Test Suite, including contract testing and end-to-end workflow validation (search, payment, retrieval, delivery), with submitted test results.
- Performance verification evidence, demonstrating compliance with defined Service Level Objectives (SLOs) for response times and transaction reliability.

#### **5.1.4.4 Phase 4 Deliverables**

- E-commerce Enterprise Website developed

- E-archival system developed
- Integration of both systems
- Both systems are ISO 15489-16: Information and Documentation – Records Management standards compliant.
- Detailed System Design Document including:
  - E-Archival and E-Commerce architecture (high-level and low-level)
  - Database schemas and data models
  - API specifications (OpenAPI 3.0)
  - Security architecture
  - Preservation Package Specification including structure, metadata schemas, and export/import procedures
  - Integration architecture and data flows
- Integration Documentation and Verification Package including API Specification Pack , Integration Test Suite and Performance verification evidence
- Security Implementation Package including:
  - Threat model and risk assessment for both systems
  - Security architecture diagrams (network, data flow, access control)
  - Key management design (encryption keys, rotation schedule, access controls)
  - SIEM/logging onboarding guide and log retention procedures
  - Incident response runbooks (breach detection, containment, notification)
  - Annual penetration test report with remediation evidence (all findings closed before go-live)
- Operational Readiness Package including:
  - System runbooks (backup/restore, deployment, rollback, common troubleshooting)
  - Day-2 Operations checklist (daily/weekly/monthly operational tasks)
  - Observability implementation guide (logs, metrics, traces, dashboards)
  - Escalation procedures and on-call rotation guidance
  - Performance tuning and capacity planning guide
  - Validated during 90-day post-implementation support period

- Portability/Exit Test report including database export in open formats, preservation package export (digitized objects + metadata), rebuild in a clean environment, and successful restoration of a representative dataset.

### **5.1.5 PHASE 5: PILOT DEMONSTRATION, DIGITIZATION, AND UPLOAD OF ARCHIVAL RECORDS**

The Vendor shall execute the complete digitization workflow, starting with a controlled pilot and progressing to full-scale production across all 9 PRAAD locations. This phase must be carried out in three distinct stages to ensure adherence to quality standards, mitigate risk, and achieve full acceptance by PRAAD.

#### **5.1.5.1 End-to-End Pilot and Gate**

Before initiating large-scale digitization of 3.5 million pages across all 9 PRAAD locations, the Vendor shall conduct a controlled pilot that demonstrates the full workflow, from physical document scanning to metadata capture, QA, preservation, ingest, and e-commerce fulfillment, functions correctly and meets all specified quality, performance, and integration requirements

##### ***Pilot Scope:***

The vendor shall execute a pilot batch covering:

- Volume: Minimum 10,000 pages representative of diverse archival material types (bound volumes, loose sheets, maps, fragile documents)
- Coverage: Minimum 3 PRAAD locations (Head Office + 2 regional offices)
- Collections: Mix of public-access and restricted-access materials to test access controls

##### ***Pilot Workflow to be Demonstrated:***

#### **1. Physical Preparation & Scanning:**

- Material retrieval from storage
- Condition assessment and handling protocols
- Scanning to specified technical standards (resolution, format, color depth)
- Physical re-filing after digitization

## 2. Metadata Capture & QA:

- Metadata entry per ISAD(G) standards and approved schemas
- Automated metadata extraction and validation
- Internal QA review and approval workflow
- Metadata completeness checks (100% mandatory fields populated)

## 3. Digital Preservation & Ingest:

- Format validation (TIFF masters, PDF/A access copies)
- Checksum generation and verification
- Upload to E-Archival System
- Preservation metadata recording
- Hierarchical classification and finding aid linkage
- Package 1,000-page sample per Preservation Package Specification
- Test export of packaged batch and successful re-import to verify portability

## 4. Integration & Access:

- Document availability in E-Archival admin interface
- Metadata searchable in E-Commerce platform
- Access control enforcement (public vs. restricted)
- Preview thumbnail generation
- Download link generation and watermarking

## 5. E-Commerce Transaction:

- End-to-end user journey: search → cart → payment → delivery
- Payment gateway integration (test transactions)
- Automated order fulfillment
- Secure document delivery with user watermark
- Download tracking and audit logging

## 6. System Performance:

- Search response times under load
- Concurrent user access testing

- API integration reliability
- Backup and recovery procedures

***Pass/Fail Criteria***

The Vendor shall achieve all of the following criteria for pilot acceptance

<b>Metric</b>	<b>Target</b>	<b>Measurement Method</b>
Scanning Quality	100% of images meet technical specifications (resolution, clarity, format)	Statistical sampling and vendor QA certification.
Metadata Completeness	100% of mandatory ISAD(G) fields populated	Automated validation report
QA Pass Rate	≥ 95% of scans approved on first QA review	QA workflow statistics
Ingest Success Rate	100% of approved scans successfully uploaded to the E-Archival System	System logs
Format Compliance	100% of files pass format validation (TIFF, PDF/A)	Automated format checker
Checksum Verification	100% of files pass integrity checks	Checksum validation report
Search Accuracy	≥ 95% of searches return correct results	Test queries against known items
E-Commerce Transaction Success	100% of test purchases complete successfully	End-to-end transaction testing (minimum 20 test orders)
Payment Gateway Performance	100% of payment test transactions process correctly	Payment gateway logs
Document Delivery	100% of completed purchases result in successful download	Download success logs

API Performance	≥ 95% of API calls respond within SLA (≤ 500ms)	Performance monitoring tools
Security Compliance	Zero Critical or High severity vulnerabilities outstanding at time of Gate approval.	Independent third-party security audit
Access Control Enforcement	100% enforcement of access restrictions (no unauthorized access)	Access audit logs
Defect Threshold	Zero Critical defects; fewer than five (5) High-severity defects	Defect tracking system

### ***Pilot Deliverables***

1. Pilot Execution Plan - detailed methodology, timeline, resources
2. Pilot Completion Report - results against all pass/fail criteria
3. Test Data Package- 10,000 digitized pages with complete metadata
4. Performance Test Results- API response times, load testing, concurrent users
5. Security Audit Report - penetration testing results and remediation (if needed)
6. Defect Log - all issues identified during pilot with severity classification and resolution status
7. User Journey Documentation - screenshots and recordings of complete e-commerce transactions
8. Lessons Learned Report - process improvements before scaling to Phase I
9. Gate Approval Certificate - signed by PRAAD Project Manager confirming pilot success

### ***Gate Decision***

1. PASS: The vendor may proceed to Phase I Digitization (1.75M pages). Payment milestone associated with Phase I shall be contingent upon Gate PASS status.
2. CONDITIONAL PASS: Minor defects identified. Vendor has to remediate and re-test specific components.
3. FAIL: Pilot does not meet acceptance criteria. Vendor must identify root causes, implement corrections, and re-run pilot. No progression to Phase I until gate is passed.

### ***Mandatory Hold Point***

The Vendor shall not commence Phase I Digitization (1.75M pages) until the End-to-End Pilot has achieved PASS status and PRAAD has issued the Gate Approval Certificate

#### **5.1.5.2 STAGE 2: DIGITIZATION AND UPLOAD RECORDS**

Following successful pilot completion and gate approval, the vendor shall commence production digitization:

Scope:

- Digitize 1.75 million pages across all 9 PRAAD locations
- Apply lessons learned from pilot to optimize workflow
- Full metadata capture per approved schemas
- Internal and external QA workflows operational
- Upload all approved records to E-Archival System

Quality Standards:

- All pilot pass/fail criteria apply to production volumes
- Weekly quality reports to PRAAD showing metrics against targets
- Immediate remediation of any defects identified
- Continuous improvement based on QA findings

Activities:

- Selection and retrieval of materials per approved prioritization
- Scanning operations at all 9 centres simultaneously
- Metadata capture and validation
- Multi-level QA (operator, supervisor, PRAAD spot checks)
- Batch upload with integrity verification
- Progress tracking and reporting

### **5.1.5.3 STAGE 3: DIGITIZATION AND UPLOAD RECORDS**

Completion of remaining digitization scope:

Scope:

- Final 1.75 million pages
- Continued application of optimized workflows
- Final acceptance subject to verification that all 3.5M pages meet approved quality, metadata, preservation, and security standards.
- Complete archive upload and verification

### **5.1.5.4 Phase 5 Deliverables**

Stage 1 (Pilot):

- Gate Approval Certificate with pilot metrics achieved
- 10,000 pages digitized, uploaded, and accessible

Stage 2 (Phase I):

- 1.75M pages digitized with complete metadata
- Upload completion certificate from system
- QA reports showing compliance with acceptance criteria
- PRAAD inspection and acceptance sign-off

Stage 3 (Phase II):

- Remaining 1.75M pages (total 3.5M complete)
- Final upload verification and integrity checks
- Comprehensive digitization completion report
- Full archive accessible via integrated E-Commerce and E-Archival systems
- Final acceptance certificate from PRAAD

### **5.1.6 PHASE 6: TRAINING AND SUPPORT SERVICES**

The vendor shall develop and execute a Change Management Plan covering: stakeholder communications strategy, user readiness assessments, phased rollout approach, feedback mechanisms during transition, and post-implementation support for 90 days to ensure smooth adoption of new systems and workflows and support the business transformation process

- a. Prepare and conduct hands-on training for PRAAD staff on related subjects.
  - E-commerce Enterprise Website
  - E-Archiving System
  - Documentation on integration
  - How to use equipment and skills knowledge transfer.

### **5.1.7 PHASE 7: DEVELOPMENT, REVIEW & UPDATE OF ARCHIVES AND RECORDS MANAGEMENT MANUALS**

One of the main objectives of the reformation and modernisation of PRAAD operations is to ensure that all institutions in the public and private sectors comply with recordkeeping requirements in accordance with legislative, business, accountability, and societal demands of the global community.

PRAAD will, therefore, need to develop records management systems and standards to be installed in all institutions to ensure nationwide compliance with international records management benchmarks required by ISO 15489- Information and Documentation – Records Management.

In this regard, PRAAD intends to develop, review, and update new and existing records and archives management manuals.

#### **5.1.7.1 Detailed Tasks to Be Undertaken (Scope of the Work)**

The scope of the exercise is as follows:

- Review documents (including the Act) and identify good practical examples in and outside Ghana for the assignment taking into account modern trends in records and archives management.
- Produce draft Records Management Manuals (Including Regulations)
- Organize and facilitate consultations and workshops for stakeholders including PRAAD, records management practitioners, etc.

- Organize and facilitate workshops for the Records Advisory Committee on the initial draft Regulations.
- Liaise with OHCS (PRAAD) to submit draft regulations to the Office of the Attorney General and Ministry of Justice and Organize a Technical Meeting for the AG's Department, and OHCS/PRAAD technical committee.
- Liaise with OHCS (PRAAD) to submit draft regulations to the Cabinet and Parliament.
- Liaise with OHCS (PRAAD) to organize a sensitization workshop for PRAAD and key Officers in the Civil service on the Regulations

### **5.1.7.2 Description of the Assignment**

The detailed description of the exercise shall include but not be limited to the following:

#### **5.1.7.2.1 Develop the Regulations taking into consideration other relevant Legislations such as:**

- The 1992 constitution of the Republic of Ghana
- Public Service Commission Act, 1994 (Act 482)
- Civil Service Act, 1993 (PNDCL 327)
- The Public Records and Archives Administration Act, 1997 (Act 535)
- Public Records and Archives Administration Department (Establishment Instrument) 1996 (L.I.1628)
- The Archives Regulations of 1958
- Electronic Transactions Act, 2008 (Act 772)
- Data Protection Act, 2012 (Act 843)
- State Property and Contract Act, 1960 (CA 6)
- Evidence Act, 1975 (NRCD 323)
- Limitations Act, 1972 (NRCD 54)

#### **5.1.7.2.2 Develop the Manuals (including Regulations) taking into consideration the Records Management Regulations of other countries such as:**

- Australia
- United Kingdom
- Canada
- New Zealand

- South Africa
- Kenya
- Namibia
- Rwanda
- Botswana
- Nigeria

#### **5.1.7.2.3 Develop and take into consideration Records Management issues such as:**

- a) **Effective Records Management Systems in the Public Service:** issues concerning measures to ensure the effective and proper management of records in the public service will be addressed by the Regulations.
- b) **Information Technology:** current trends in records management including the provision of standards for electronic records management by public institutions.
- c) **Public Archives & Records Centres:** The operations of the Records Centres and Archival facilities owned by public institutions shall be addressed under provisions in the Regulations.
- d) **Private Archives and Records Management Companies:** The regulation and supervision of operations of private records management and archival companies in the country will be addressed by the Regulations.
- e) **The Thirty-Year Rule:** to reduce the current period for opening archives to the public.

#### **5.1.7.3 Deliverables, Duration of Assignment, Reporting Timelines & Terms of Payment**

It is estimated that the assignment shall be completed within nine months from the date of contract signing.

##### **5.1.7.3.1 The Manuals**

- **Manuals to be Reviewed.**

The following are the existing manuals to be reviewed:

- a. Records Office Procedure Manual
- b. Records Centre Procedure Manual
- c. Archives Procedure Manual
- d. Omnibus Schedule for Retention and Disposition of Public Records.

- **New Manuals**

The following are the new manuals to be developed:

- a. Digital Recordkeeping Standards
- b. Records Digitization Standards
- c. Records Classification Standards
- d. Records Management Regulation

#### **5.1.7.4 Phase 7 Deliverables**

- Existing Records & Archives Manuals reviewed and updated
- New manuals, including Regulations, developed and validated

#### **5.1.8 Phase Eight: Office Furniture, ICT Equipment and conservation materials**

PRAAD requires comprehensive procurement of equipment, furniture, and materials to support digitization operations and restoration/conservation activities across the Head Office and all eight (8) regional offices. The vendor shall procure, deliver, install, configure, and commission all items to ensure full operational readiness.

##### **5.1.8.1 Scope of Supply**

The vendor shall supply, deliver, install, and configure:

##### **A. Conservation Equipment and Materials**

- Restoration and conservation equipment as specified in Section 9.1
- Conservation materials and consumables as specified in Section 9.1
- Installation at designated PRAAD locations

## **B. ICT Equipment and Furniture for Digitization Centres**

- All ICT equipment (scanners, computers, servers, storage devices, projectors, CCTV, UPS systems) as specified in Section 9.2
- Office furniture (workstations, desks, chairs) as specified in Section 9.2
- Delivery, installation, and configuration at all 9 PRAAD (Head Office + 8 regional offices) locations to support Phase 2 scanning centre establishment and digitization operation

### **5.1.8.2 Deliverables**

- Equipment delivery and installation completion certificates for all locations
- Equipment inventory with serial numbers and warranty details
- User manuals and technical documentation
- Training completion reports
- Manufacturer warranty certificates

### **5.1.9 Team Requirements**

The professional staff provided for this project by the Contractor must play a key role in the successful rollout of the system and the following 5 key staff MUST be proposed by the Bidder. Minimum, mandatory requirements for these key staff, which will be scored in the bid evaluation, are presented below:

- a. Technical Project Manager
- b. Quality Assurance Lead
- c. Document Preparation and Conservation Specialist
- d. Database Management Specialist
- e. Environmental and Health Specialist

### 5.1.9.1. Technical Project Manager

#### Qualifications:

- k. Minimum master's degree in computer science or information technology or similar equivalent practical experience;
- l. Certificate in Project management ( PMP) or its equivalent
- m. Minimum of 7 years of work experience in large organizations and government agencies on information and communication technology infrastructure, systems, and applications.k
- n. Minimum of 5 years of experience in digitization or document management and workflow systems project management at the national level, preferably in developing countries.
- o. Thorough knowledge of national standards and best practices for creating digital objects from a variety of paper-based original formats and has at least managed one project for a National Archive.
- p. Experience in the areas of business transformation, communications, business process improvement, and training preferred;
- q. Experience in translating customer business requirements into workable business solutions;
- r. Experience in High-level service planning and scheduling; Monitoring progress against the baselined service plans;
- s. Strong understanding of digitization technologies, systems integration, and ICT infrastructure procurement
- t. Experience coordinating multidisciplinary teams including technical, legal, and archival specialists

### 5.1.9.2. Quality Assurance Lead

#### Qualifications:

- n. Minimum Bachelor's degree in Computer Science, Information Systems, or Quality Management
- o. Professional certification: ISTQB Advanced Level, CSTE, or equivalent (Desirable)
- p. Minimum 5-7 years of experience in QA for enterprise systems and digitization projects
- q. Minimum 3 years in QA lead/management role
- r. Experience with both automated and manual testing methodologies
- s. Expertise in testing document management systems, archival systems, and e-commerce platforms

- t. Knowledge of digitization quality standards (ISO 19264, FADGI) for archival records
- u. Experience developing test plans, test cases, and QA documentation
- v. Proficiency in QA tools (Selenium, JIRA, TestRail, or similar)
- w. Experience with UAT coordination and defect management
- x. Knowledge of accessibility testing (WCAG 2.1) and usability testing
- y. Experience ensuring compliance with ISO 15489-16 for records management systems
- z. Ability to validate both technical system requirements and archival record quality (image resolution, OCR accuracy, metadata completeness)

#### **5.1.9.3. Document Preparation and Conservation Specialist**

##### **Qualification:**

- l. Bachelor's degree in Archival Studies, Library Science, Information Management, Conservation, or related field
- m. Master's degree in Archives/Records Management, Conservation, or Digital Preservation (Desirable)
- n. Minimum 5 years of hands-on experience in document preparation and conservation
- o. Minimum 3 years of experience in large-scale digitization projects (preferably 200,000+ records)
- p. Demonstrated experience in quality control for mass digitization operations
- q. Experience with document handling, preparation, and preservation techniques for archival materials
- r. Proficiency in digitization standards (ISO 19264, FADGI, Metamorfoze guidelines)
- s. Knowledge of conservation techniques for paper-based and fragile materials
- t. Experience with various scanning technologies (flatbed, overhead, high-speed scanners)
- u. Understanding of metadata standards and digital file formats (TIFF, JPEG2000, PDF/A)
- v. Familiarity with quality assurance processes and tools for digital imaging

#### **5.1.9.4. Database Management Specialist**

##### **Qualification:**

- h. A minimum of a Bachelor's degree in Computer Science, Information Systems, Data Management, or a related field.

- i. A minimum of 5–7 years’ experience in database design, administration, and management for large-scale information systems.
  - j. Proven experience with relational and non-relational databases (e.g. MySQL, PostgreSQL, Oracle, SQL Server, MongoDB).
  - k. Strong knowledge of data security, backup and recovery, data integrity, and access control mechanisms.
  - l. Experience in data migration, data archiving, and records management systems will be an advantage.
  - m. Familiarity with government or public-sector IT systems and data governance frameworks.
  - n. Ability to work closely with technical and non-technical stakeholders to support system implementation and maintenance.
- 
- a. Understanding of security hardening and compliance requirements for government systems

#### **5.1.9.5 Environmental, Health and Safety (EHS) Specialist**

- k. Degree in Environmental Science, Occupational Health & Safety, Environmental Engineering, or related field
- l. Minimum 5–7 years of experience in EHS management
- m. Experience with digitization, conservation laboratories, archives, or similar environments
- n. Knowledge of:
  - o. chemical handling procedures
  - p. hazardous material storage
  - q. occupational health and safety systems
  - r. waste management and environmental compliance
- s. Familiarity with World Bank Environmental and Social Framework (ESF) or equivalent standards
- t. Experience preparing ESMPs, SOPs, or workplace safety protocols

#### **5.1.10 VALID DOCUMENTS REQUIREMENTS**

- a. Certificate of Business Registration within the Republic of Ghana
- b. Certificate of Registration as per the Income Tax Act of Ghana
- c. Value Added Tax (VAT) Certificate
- d. Valid GRA Tax Clearance Certificate

- e. Valid SSNIT Certificate
- f. Certificate of Registration with the Public Procurement Authority
- g. Certificate of Registration with Data Protection Agency
- h. Should be a member of (the) International Council on Archives (ICA) with a Category A or B membership.
- i. Experience in similar assignments with a large scale Archive either in Ghana or outside the country.
- j. Experience in Digitization and Digitalization of an institution of a similar magnitude.
- k. Must be ISO 9001:2015 and ISO/IEC 27001 certified and valid.

### **5.1.11 INSTITUTIONAL ARRANGEMENT**

#### **5.1.11.1 Technical Team**

The PRAAD Technical Team will review the work and report of the vendor at various stages before submission to the Chief Director, OHCS, or his representative.

#### **5.1.11.2 Reporting**

The vendor will report to the Ag. Director, PRAAD for onward submission to the Chief Director, OHCS, or any other person designated to act. They will provide an electronic version of all draft and final deliverables at the agreed timelines. The reporting will be completed in a form and substance acceptable to the Office of the Head of the Civil Service.

#### **5.1.11.3 Client Support**

PRAAD is expected to support the vendor by providing relevant information and documents to ensure ease of conducting the assignment through its Technical Committee.

#### **5.1.11.4 Services and Inputs to be provided by PRAAD.**

PRAAD shall provide the following services and inputs to the vendor during the full duration of the project:

1. Project Coordinator appointed by PRAAD for the Project. With the following responsibilities:
  - He will coordinate the meetings and visits to the various in-house units as well as outside institutions where necessary.
  - He will facilitate or provide the project team with relevant information and data.

- He will assist in receiving the approval of the reports from (the) PRAAD management at each phase and stage of work.
  - He will actively participate in the process of the project.
2. PRAAD must make existing systems data, records, and related documentation or studies available to the vendor. Provide vendor access to the work areas during installation and coordination of site notification and access scheduling.
  3. Ensure sufficient room is available for the installation of the equipment with properly installed power outlets.
  4. Provide vendor with an appropriate time for the installation at each of the sites, which will minimize user interference and still allow sufficient time for the vendor to meet completion deadlines.
  5. Provide a purchase order before the initiation of the project.
  6. Provide proper contact and escalation information as necessary to support the project.

#### **6.0. EXPECTED PROJECT OUTPUTS/DELIVERABLES**

The following are the expected project outputs:

- a. Fragile/endangered archives restored
- b. Modern ICT equipment procured and fully installed
- c. Physical archives digitized and backup stored
- d. E-commerce Enterprise Website and E-archival system for PRAAD
- e. Both E-commerce Enterprise Website and E-archival systems integrated
- f. Scan Centres Set up for the Head office and all regional offices
- g. Standards and Manuals in records management and archival practices developed and operationalised
- h. Enhanced capacity of PRAAD to access, store and make available to the public, records in various forms
- i. Support services and logistics procured

#### **7.0. EXPECTED PROJECT OUTCOMES**

At the end of the project, the following outcomes are expected to be achieved:

- a. Enhanced service delivery standards by PRAAD to its clients

- b. Wider access to digitized archives to the global community
- c. The corporate memory of Ghana is preserved and documented
- d. Revenue-generating capacity of PRAAD enhanced through the e-archiving platform and scan centres.

## 8.0. PROPOSAL REQUIREMENTS

### 8.1 Technical Proposal Must Include:

- Detailed solution architecture
- Implementation methodology and timeline
- Team composition and CVs
- Risk management approach
- Capacity building strategy
- Quality Assurance Plan
- Management Strategies and Implementation Plans (MSIPs) to manage Environmental and Social (ES) risks as per ‘Section II Bid Data Sheet (BDS), ITB 12.1 (j)’

### 8.2 Financial Proposal Must Include:

- Detailed cost breakdown
- Payment schedule linked to deliverable and milestones
- Ongoing operational cost projections
- Commercialization model including a price and revenue model
- Exit and transition cost estimates

## **PROJECT SPECIFICATIONS**

### **OFFICE LOCATIONS AND SCOPE OF WORK**

<b>Location</b>	<b>Scope of Work</b>
<b>Greater Accra (Head Office)</b> Castle Road, Accra  Lat/Long: 5.560819, -0.207975	Conservation and Restoration, Digitization procedures, Supply and install ICT equipment and furniture
<b>Ashanti Regional Office</b> Okomfo Anokye Road, Centre for National Culture, Kumasi  Lat/Long: 6.700497, -1.628788	Conservation and Restoration, Digitization procedures, Supply and install ICT equipment and furniture
<b>Central Regional Office</b> Pedu Junction, Bus station road, Cape Coast  Lat/Long: 5.124530, -1.268500	Conservation and Restoration, Digitization procedures, Supply and install ICT equipment and furniture
<b>Eastern Regional Office</b> Kotoko Avenue, Ghana Immigration Service enclave, Koforidua  Lat/Long: 6.09071, -0.26007	Digitization, Supply and install ICT equipment and furniture
<b>Western Regional Office</b> Kwesi Lamptey Avenue, close to EPA Office, Sekondi  Lat/Long: 4.938487, -1.713351	Digitization, Supply and install ICT equipment and furniture
<b>Bono Regional Office</b> Sunyani Central Prisons enclave, Sunyani  Lat/Long: 7.34021, -2.33387	Digitization, Supply and install ICT equipment and furniture
<b>Northern Regional Office</b> Northern Regional Coordinating Council, Tamale  Lat/Long: 9.41140, -0.82517	Digitization, Supply and install ICT equipment and furniture
<b>Upper East Regional Office</b> Upper East Regional Coordinating Council, Bolgatanga	Digitization, Supply and install ICT equipment and furniture

Lat/Long: 10.79882, -0.86459	
<b>Volta Regional Office</b> Volta Regional Coordinating Council, Ho	Digitization, Supply and install ICT equipment and furniture
Lat/Long: 6.60980, 0.46657	

## **PRESERVATION AND CONSERVATION EQUIPMENT & MATERIALS SPECIFICATIONS**

<b>MACHINES, EQUIPMENT AND TOOLS</b>		
<b>S/N</b>	<b>CONSERVATION EQUIPMENT</b>	<b>QUANTITY</b>
1.	Micro Steam Generator (STEAMY PR)	1
2.	Delimer Water Softening Device	3
3.	Dahlia Spray	6
4.	ST Paper Presses – Electro-Hydraulic	1
5.	Master Cast – Leaf casting Machine	3
6.	Fridge/Freezer for Chemicals	10
7.	Museum Blowvac Electronic Hepa	2
8.	Filter Kit – ISO 7 for CONSERVAC 888	3
9.	Depulvera Automatic Book Cleaning System	1
10.	Plastic Tweezers Teflon	20
11.	Eco-Spray Diffuser	10
12.	White Polyethylene Washing Tray	12
13.	High Accuracy Balance	3
14.	Cleaning Swab Stick	10
15.	Preservation Pencil	2
16.	Scalpels & Blades	3
17.	Archival Brushes	15
18.	Bone Folders	10
19.	Norfolk Book Sofa	10

<b>MACHINES, EQUIPMENT AND TOOLS</b>		
<b>S/N</b>	<b>CONSERVATION EQUIPMENT</b>	<b>QUANTITY</b>
20.	Spatula Set – Type C	3
21.	Board Shear/Electronic Board Cutter	2
22.	Suction Table	2
23.	Steel Dryers (Paper)	3
24.	Blocking Machine (Hot Foil Machine for Embossing Title of Books)	3
25.	Backing Machine/Rounding Machine	3
26.	Electrical Drilling Machine	5
27.	Microscope	4
28.	PH Testing Pen	10
29.	Illuminated Binoculars	5
<b>CONSERVATION MATERIALS</b>		
30.	Japanese Tissue Paper for Lamination (KURANAI)	50
31.	Japanese Tissue Paper for Backing and Filling (KUZO)	50
32.	Klucel G	100
33.	Non-woven Polyester: Reemay, Hollytex, Bondina TYVEK	10
34.	De-acidification Spray	450
35.	Blotting Paper	10
36.	Paper-Drying Felts	6
37.	Ethanol (Drum)	6

## 9.2 OFFICE FURNITURE AND ICT EQUIPMENT

ITEM	SPECIFICATION		QTY
<b>LAPTOP</b>	Core i5, 13th Gen. 1TB SSD, 16GB RAM		50
<b>ALL – ONE-DESKTOP PC</b>	Core i5, 12th Gen. 512GB SSD,16GB RAM,27' TOUCH SCREEN, USB, Wireless Receiver, Bluetooth		30
<b>EXTERNAL HARD DRIVE</b>	2 TB SSD		30
<b>PHOTOCOPIER</b>	<b>Device Type:</b> Multifunction printer <b>Printing Technology:</b> Laser – colour <b>Copying</b> <b>Max Copying Resolution:</b> Up to 600 x 600 dpi (mono) / up to 600 x 600 dpi (colour) <b>Scanning:</b> Optical Resolution 600 x 600 dpi	<b>Document &amp; Media Handling:</b> Letter A Size (8.5 in x 11 in), Legal (8.5 in x 14 in), 3 in x 5 in <b>Connections:</b> 2 x USB 2.0 host – 4 pin USB Type A 1 x USB 2.0 – 4 pin USB Type B 1 x Gigabit LAN – RJ-45	10
<b>DOCUMENT SCANNER</b>	<b>Scanner type:</b> Flatbed <b>Scan Resolution:</b> optical up to 600 dpi colour and monochrome; up to 1200 dpi (colour and monochrome, flatbed) <b>ADF:</b> 300 x 864		40
	<b>Scanner type:</b> Camera		40
	<b>Scanner type:</b> Map scanner <b>Scan Resolution:</b> 600-1200dpi <b>Size:</b> 46”		5
<b>PROJECTOR</b>	XGA/LCD Projector <b>Resolution:</b> XGA 1024 x 768, 4:3	<b>Brightness:</b> 3,600 Lumen	1

		<b>Light Source: LCD lamp</b>	
<b>UPS with ext. batteries</b>	5KVA (Single Phase) incl. 1 Lithium Battery and Battery Case		20
<b>OFFICE FURNITURE</b>	Workstations: a. 2 in 1 b. 4 in 1		25
	Office Desk: a. Executive Office Desk b. Office desk for secretaries		40
	Swivel Chairs (for both clients and digitization centre): c. Executive Swivel Chairs d. Swivel chairs for secretaries		90

### 9.3 PROJECT IMPLEMENTATION PLAN

This section outlines the deliverables, timelines, and associated payment milestones for the implementation of the PRAAD digitisation, e-archival, and e-commerce system project over a period of eight (8) months.

Deliverables are structured to allow for phased implementation, verification, and formal acceptance . Payments shall be made upon satisfactory completion and approval of the relevant deliverables, in accordance with World Bank procurement and contract management requirements.

<b>Deliverable</b>	<b>Subject</b>	<b>Number of Weeks from Start of Assignment</b>	<b>Percentage of Contract Amount Payable</b>
<b>Inception Report</b>	Inception Report including detailed work plan, methodology, risk management, and governance arrangements	2 weeks	10%

<b>Detailed System Design Document</b>	Detailed E-Archival and E-Commerce architecture, database design, API specifications , security architecture, Preservation Package Specification), and integration design	6 weeks	0%
<b>Restoration and Setting up of Centers (Phase 1 and 2)</b>	Condition assessment completed; 12,000 sheets restored; restoration equipment and materials, ICT and furniture procured and installed scanning centres operational; in-house digital reference section established. Digitization Standards Document, Quality Assurance Manual, and Chain-of-Custody SOPs approved	10 weeks	20%
<b>Deployed E-Archival System and Website and End-to-end pilot</b>	Deployed and technically accepted E-Archival System and E-Commerce Website with relevant documentations attached and pilot batch successfully completed demonstrating full workflow. Mandatory go/no-go gate before scaling to Phase I digitization.	20 weeks	20%
<b>User Acceptance Testing &amp; Training and Capacity Building</b>	Completed UAT, UAT Report, and signed UAT Acceptance Certificate Completed training of PRAAD-nominated staff with training completion report	24 weeks	20%
<b>PHASE 5b: Phase I &amp; Phase II digitization</b>	digitization, indexing, and quality assurance of 3 million records with acceptance	28 weeks	0%

<b>Archive and Record Manuals , Project Closure Report &amp; Final Acceptance</b>	Archives and Records Management Manuals completed and validated with stakeholders. Final Project Completion and Closure Report, including system handover , portability/exit test report, and sustainability plan Final Sign-Off Certificate issued	32 weeks	30%
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## Section VII - Activity Schedule

### Objectives

The objectives of the Activity Schedule are

- (a) to provide sufficient information on the quantities of Services to be performed to enable Bids to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

### Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Employer of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- (a) A list of the various classes of Services, labor, materials, and plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Service Provider will be paid for services delivered on a daywork basis.
- (b) Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Service Provider's profit, overheads, supervision, and other charges.

### Provisional Sums

The estimated cost of specialized services to be carried out, or of special goods to be supplied, by other Service Providers should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized Service Providers. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

*These Notes for Preparing an Activity Schedule are intended only as information for the Employer or the person drafting the bidding document. They should not be included in the final documents.*

## **Performance Specifications and Drawings**

**(Describe Outputs and Performances, rather than Inputs, wherever possible)**

### **Notes on Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their Bids. In the context of international competitive Bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of Bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Services be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects in the same country are useful in this respect. The use of metric units is encouraged by the World Bank. Most specifications are normally written specially by the Employer to suit the Contract in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in this document

There are considerable advantages in standardizing General Specifications for repetitive Services in recognized public sectors, such as education, health, sanitation, social and urban housing, roads, ports, railways, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the provision of Services, although not necessarily to be used in a particular Services Contract. Deletions or addenda should then adapt the General Specifications to the particular Services.

Any sustainable procurement technical requirements shall be clearly specified. Please refer to the Bank's Procurement Regulations and sustainable procurement guidance notes/tool kit for further information. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis. To encourage Bidders' innovation in addressing sustainable procurement requirements, as long as the Bid evaluation criteria specify the mechanism for monetary adjustments for the purpose of Bid comparisons, Bidders may be invited to offer Non-Consulting Services that exceed the specified minimum sustainable procurement requirements.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower's country or other standards, the specifications should state that goods, materials, Services and workmanship that meet other authoritative

standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

The following clause may be inserted in the Special Conditions or Specifications.

**Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and Services or work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Employer prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Service Provider and submitted to the Employer at least 28 days prior to the date when the Service Provider desires the Employer consent. In the event the Employer determines that such proposed deviations do not ensure substantially equal or higher quality, the Service Provider shall comply with the standards specified in the documents.

*If technical alternatives for parts of the Services are permitted in the bidding document, these parts shall be described in this Section.*

*These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the bidding document.*

# **Part III – Conditions of Contract and Contract Forms**



## Section VIII - General Conditions of Contract

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## 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) “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 such signed Contract;
- (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) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (j) “GCC” means these General Conditions of Contract;
- (k) “Government” means the Government of the Employer’s Country;
- (l) “Local Currency” means the currency of the country of the Employer;

- (m) “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;
- (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) “Specifications” means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “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 subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Service Provider's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.10 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. 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 Facilities.

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 Personnel.

### **3. Obligations of the Service Provider**

#### **3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and the 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 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.

#### **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 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**

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

**Otherwise Interested in Project** 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 of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government’s country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

**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**.

- 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.
- 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** The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. 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.

## **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) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer’s written request specifying the grounds thereof, provide as a

replacement a person with qualifications and experience acceptable to the Employer.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 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:

$$P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$$

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

$L_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $L_{oc}$  is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

$I_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $I_{oc}$  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  $Z_o/Z_n$  will be applied to the respective component factor of  $p_n$  for the formula of the relevant currency.  $Z_o$  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  $Z_n$  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 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

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;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

## 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 <i>the Republic of Ghana</i> ”
1.1(a)	The Adjudicator is <b>To Be Determined</b>
1.1(e)	The contract name is <b>Reformation Of The Public Records &amp; Archives Administration Department Through Digitization</b>
1.1(h)	The Employer is <b>Ministry of Communication, Digital Technology and Innovations</b>
1.1(m)	The Member in Charge is <b>Chief Director</b>
1.1(p)	The Service Provider is _____
1.2	The Applicable Law is: <b>Republic of Ghana</b>
1.3	The language is <b>English</b>
1.4	<p>The addresses are:</p> <p>Employer: <b>Ministry of Communication, Digital Technology and Innovations</b></p> <p>Attention: <b>Chief Director</b></p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: <b>Alexander Yaw Arphul</b></p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is <b>31<sup>st</sup> July, 2026.</b>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.2.2	The Starting Date for the commencement of Services is <b>1<sup>st</sup> August, 2026.</b>
2.3	The Intended Completion Date is <b>_31<sup>st</sup> March, 2027.</b>
2.4.1	N/A
3.2.3	Activities prohibited after termination of this Contract are: <b>N/A</b>
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> <li>(i) Third Party motor vehicle <u>Not Applicable</u></li> <li>(ii) Third Party liability <u>Not Applicable</u></li> <li>(iii) Employer’s liability and workers’ compensation Not Applicable</li> <li>(iv) Professional liability GHC1,000,000.00</li> <li>(v) Loss or damage to equipment and property GHC1,000,000.00</li> </ul>
3.5(d)	The other actions are <b>N/A</b>
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p><b>Two Years</b></p>
3.8.1	<p>The liquidated damages rate is <b>0.5% of the contract sum per day</b></p> <p>The maximum amount of liquidated damages for the whole contract is <b>10%</b> percent of the final Contract Price.</p>
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty(ies) is : <b>N/A</b>
3.9	<p>A Performance Security <b>shall</b> be required</p> <p>If required, the Performance Security shall be in the form of: <b>a Bank Guarantee</b></p> <p>The amount of the Performance Security shall be: <b>10%</b> of the Contract Price in Ghana Cedis</p> <p>The Performance security shall be denominated in the Employer’s currency</p>
3.11	The following sustainable procurement contractual provisions apply: <b>N/A</b>
5.1	The assistance and exemptions provided to the Service Provider are: <b>N/A</b>
6.2(a)	The amount in local currency is <b>GHS _____</b> .
6.2(b)	The amount in foreign currency or currencies is <b>N/A</b>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.3.2	The performance incentive paid to the Service Provider shall be: N/A
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> <li>• Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> <li>➤ <b>1<sup>st</sup> payment: Ten (10%)</b> of the contract sum shall be paid after the submission and acceptance of Inception Report including detailed work plan, methodology, risk management, and governance arrangements</li> <li>➤ <b>Second payment: Twenty (20%)</b> of the contract sum shall be paid upon the completion of the Condition assessment and restoration of twelve thousand sheets (12,000), equipment installed, scanning centres made operational, and key standards and SOPs approved</li> <li>➤ <b>Third payment: Twenty (20%)</b> of the contract sum shall be paid upon the successful deployment of E-Archival System, E-Commerce Website, , and successfully pilot and validate a full workflow with a go/no-go gate and this be accepted by the client before full digitization</li> <li>➤ <b>Fourth payment: Twenty (20%)</b> of the contract sum shall be paid upon the completion of UAT, submission and acceptance of UAT Report and Acceptance certificate. Training of nominated staff and submission of a training completion report</li> </ul> </li> </ul> <p><b>Final Thirty (30%)</b> of the contract sum shall be paid upon the submission and acceptance of Management Manuals, Final Project Completion and Closure Report and Final Sign-Off Certificate</p> <p>Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <p><b>Set-Up of Scanning Centres</b></p> <p>Payment for ICT equipment and Furniture items:</p> <p>Eighty (80%) of the total cost of the ICT equipment and Furniture items shall be paid after the supply of all the items at the various centers.</p> <p>The remaining Twenty (20%) of the total cost of the ICT equipment and furniture items shall be paid after the installation and acceptance.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.5	<p>Payment shall be made within <b>30</b> days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within <b>45</b> days in the case of the final payment.</p> <p>The interest rate for delayed payment is <b>Not Applicable</b></p>
6.6.1	Not Applicable
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows: <i>N/A</i></p> <p>The Defects Liability Period is <i>N/A</i></p>
8.2.3	<p>The Adjudicator is _____. Who will be paid a rate of <b>GH¢1,000.00</b> per hour of work. The following reimbursable expenses are recognized: <i>N/A</i></p>
8.2.4	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 8.2.4 shall be as follows:</p> <p><i>[The bidding document should contain one clause to be retained in the event of a Contract with a foreign Service Provider and one clause to be retained in the event of a Contract with a Service Provider who is a national of the Employer’s Country. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC 8.2 in the bidding document.</i></p> <p><i>“Clause 8.2.4 (a) shall be retained in the case of a Contract with a foreign Service Provider and Clause 8.2.4 (b) shall be retained in the case of a Contract with a national of the Employer’s Country.”]</i></p> <p><b>(a) Contract with foreign Service Provider:</b></p> <p><i>[For contracts entered into with foreign Service Providers, International commercial arbitration may have practical advantages over other dispute settlement methods. The World Bank should not be named as arbitrator, nor should it be asked to name an arbitrator. Among the rules to govern the arbitration proceedings, the Employer may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><i>Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]</i></p> <p><b><i>If the Employer chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></b></p> <p>GCC 8.2.4 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><b><i>If the Employer chooses the Rules of ICC, the following sample clause should be inserted:</i></b></p> <p>GCC 8.2.4 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p>
8.2.5	The designated Appointing Authority for a new Adjudicator is <b>Ghana Institution of Engineers</b>

## 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 – Not Applicable**

### **Performance Incentive Compensation Appendix Provisions – Not**

**Applicable**

#### **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(1) 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 – Not Applicable**

*[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:

$$\text{Compensation} = \text{Composite Score} \times 0.2 \times \text{Maximum Annual Incentive Compensation}$$

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 1 (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 – Not Applicable

### 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 <sup>1</sup> ]	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.

## Section X - Contract Forms

### Table of Forms

<b>Notification of Intention to Award .....</b>	<b>195</b>
<b>Beneficial Ownership Disclosure Form .....</b>	<b>199</b>
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## Notification of Intention to Award

**[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]**

**[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]**

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

**[IMPORTANT: insert the date that this Notification is transmitted to 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

<b>Name:</b>	<i>[insert name of successful Bidder]</i>
<b>Address:</b>	<i>[insert address of the successful Bidder]</i>
<b>Contract price:</b>	<i>[insert contract price of the successful Bid]</i>

**2. Other Bidders [INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]**

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

**3. Reason/s why your Bid was unsuccessful**

**[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

**Period: Procurement-related Complaint challenging the decision to award shall be submitted by 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 \(Procurement Regulations\)\[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005\]](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (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](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)” [<http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework>] 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 bidding 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.

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<sup>1</sup>. 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)

<i>[include full name (last, middle, first), nationality, country of residence]</i>			
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**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 Forms and (ii) the additional information on beneficial ownership in accordance with BDS 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 name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name 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

## Form of Contract

*[letterhead paper of the Employer]*

### LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, 2026, between, on the one hand, the **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 Service Provider’s 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

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 Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of **MINISTRY OF COMMUNICATION, DIGITAL TECHNOLOGY AND INNOVATION**

**ALEXANDER YAW ARPHUL**  
**CHIEF DIRECTOR**

For and on behalf of [*name of Service Provider*]

\_\_\_\_\_  
[*Authorized Representative*]

*[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

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*[name of member]*

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*[Authorized Representative]*

## 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]*,<sup>1</sup> 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.

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<sup>1</sup> *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.*

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this 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, 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.***

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<sup>2</sup> *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 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 – Not Applicable

*[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]*<sup>1</sup> upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of 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

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

\_\_\_\_\_  
*[signature(s)]*

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