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**CENTRAL BANK OF THE REPUBLIC OF ARMENIA**

**invitation to**

**Request for Proposals**

**procurement of**

**INFORMATION MANAGEMENT SYSTEM**

**(Design, Supply, Installation, Customization and Post-implementation)**

Issued on: Monday, 11th December, 2023

Reference Number: CBA-2023-060

Purchaser: Central Bank of the Republic of Armenia

Country: Republic of Armenia

# **Disclaimer**

*The information contained in this document or information provided subsequently to Bidder whether verbally or in documentary form by or on behalf of the Central Bank of the Republic of Armenia (hereinafter: CBA or the Central Bank of Armenia), is provided to the Bidder on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided.*

*This document is not an agreement and is not an offer or invitation by the Central Bank of the Republic of Armenia to any parties other than the applicants who are qualified to submit the Proposals. The purpose of this document is to provide Bidder with information to assist the formulation of their Proposals. This document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document and where necessary obtain independent advice. The Central Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document. The Central Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document.*

# **Important Details about the Bidding Documents**

| **Sequence** | **Status/Issue** |
| --- | --- |
| **Reference Number** | * CBA-2023-060 |
| **Cost of Bidding Documents** | * Free of charge |
| **Project Scope** | * Information Management System (Design, Supply, Installation, Customization and Post-Implementation) |
| **Clarification of Bidding document:** |  |
| Last date of receipt of pre-bid clarification | * February 9th, 2024 |
| Address for communication | * Attention to: Ms. Siran Yeganyan, Head of Procurement Coordination Service, Central Bank of the Republic of Armenia * E-mail to: siran.yeganyan@cba.am,   cc: procurement@cba.am |
| Communication method | * In written form only |
| **Pre-bid Meeting: Online Conference Session for Q&A** | * January 17th, 2024 |
| **Proposal Submission:** |  |
| Deadline of receipt of bid | * Date: February 15th, 2024 * Time: Not later than 4:00 p.m. (GMT+4) |
| Submission method | * in electronic form, by sending an e-mail to the following address: [CBA-2023-060@cba.am](mailto:CBA-2023-060@cba.am) |
| **Bid Security** | * Not less than 5% of a Total Price for the Implementation and Custom Software. |
| **Date of Opening of Proposals** | * Date: February 15th, 2024 |
| **Notification of Award** | * Date: March 14th, 2024 |

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**Section I - Instructions to Bidders (ITB)**

1. General
2. Background information
   1. The Central Bank of Armenia (the CBA) is a legal entity empowered with state functions. The primary objectives of the CBA are to ensure price stability and financial stability, according to the Constitution of Armenia and the Law on the Central Bank of Armenia. The CBA develops, approves, and implements a monetary policy program, regulates and supervises the financial system, and oversees the payment system. It also provides the issuance of national currency and its circulation, combats money laundering and terrorism financing, manages the international reserves of Armenia, etc.
3. Object of the Request for Proposal
   1. The objective of the Request for Proposal is to select a vendor who can provide technological solutions for implementing a Business Process Management / Workflow Management platform that facilitates information management, exchange, coordination, and document circulation for the Central Bank of Armenia. This platform is a best practice of digitalizing business processes, including related information and documents. Each phase plays a critical role for effective information management. Effective information life cycle management will assure in reducing security, compliance, and legal risks while also lowering operational and storage costs, increasing employee productivity, and improving decision making processes.

As a result, it is planned to achieve the listed minimal requirements.

* + Digitization of documents and processes.
  + Digital data (content) storage and access management.
  + Collaboration and content co-editing in the same environment.
  + Functionality to integrate with other software systems used in CBA (API, SOA, etc.).
  + Environment for continuous process improvement: model, change and automate processes.
  + Monitoring, reporting, analysis and management of task status and process flows.
  + Mechanisms to check genuineness of electronic signature (e-signature) and signed documents, etc.
  + Have UI/UX friendly platform which is fully designed based on all requirements of BPMN 2.0 standard

The Bidder will be required to provide training on the proposed system as well as on-going support, including systems upgrades, fixes and enhancements.

1. Name of Project
   1. The name of the Project is ***Implementation of the Information Management system: Design, Supply, Installation, Customization and Post-implementation.***
2. Scope of Bid
   1. In connection with this Request for Proposals, the Central Bank (hereinafter called “the Purchaser”), issues these Bidding Documents for the procurement of Information Management system: Design, Supply, Installation, Customization and Post-implementation (hereinafter called “IMS”).
   2. For purposes of these Bidding Documents, the IMS means all:
      1. the required information technologies, including all information processing and communications-related software, supplies, and consumable items that a Bidder is required to supply and install under the Contract, plus all associated documentation, and all other materials and products to be supplied, installed, integrated, and made operational (collectively called “the Products” in some clauses of this Bidding Documents); and
      2. the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other Services necessary for proper operation of the Products to be provided by a selected Bidder and as specified in the Contract.
   3. Throughout these Bidding Documents:
      1. the term “in writing” means communicated in written form (e.g., by e-mail,) with proof of receipt;
      2. “day” means calendar day.
3. Project Sites
   1. Project Sites or final destinations would be Central Bank of the Republic of Armenia, Yerevan, Republic of Armenia (6th Vazgen Sargsyan Str. Yerevan, 0010, Republic of Armenia).
4. Corrupt, Fraudulent, Coercive, Collusive and other Prohibited Practices
   1. It is the Purchaser’s policy to require that bidders, suppliers, contractors and their agents (whether declared or not), sub-consultants, service providers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the Purchaser:
      1. defines, for the purposes of this provision, the terms set forth below as follows:
         1. **“Corrupt practice”** means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;
         2. **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
         3. **“Collusive practices”** means a scheme or arrangement between two or more bidders, with or without the knowledge of the Beneficiary, designed to influence the action of any party in a procurement process or the execution of a contract;
         4. **“Coercive practices”** means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
      2. will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
      3. will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in the Purchaser-financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a Purchaser-financed contract.
   2. Bidders shall permit and shall cause its agents, sub-consultants, service providers or suppliers to permit the Purchaser to inspect all accounts, records and other documents relating to Proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Purchaser.
5. Conflict of Interest
   1. By submitting the Proposal, Bidders:

* confirm that, based on their current best knowledge, there are no real or potential conflicts of interest involved in rendering Services for the CBA, and
* set out their policy on dealing with conflicts of interest should these arise.

1. Eligible Bidders
   1. A Bidder may be a firm that is a private entity, or any combination of such entities in the form of a joint venture (JV), consortium, business partnership or association, (hereinafter referred to as a JV, regardless of such combinations’ legal status or forms) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent.
   2. An individual or a group of individuals is not eligible.
   3. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract. 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.
   4. Maximum number of members in a JV shall be two (2).
   5. 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:
      1. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
      2. receives or has received any direct or indirect subsidy from another Bidder; or
      3. has the same legal representative as another Bidder; or
      4. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Proposal of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
      5. participates in more than one Proposal in this bidding process (Participation by a Bidder in more than one Proposal will result in the disqualification of all Proposals in which such Bidder is involved.); or
      6. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the Contract implementation; or
      7. has a close family or friend relationship with a professional staff of the Purchaser who:
         1. are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the Proposal evaluation process of such contract; or
         2. 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 Purchaser throughout the procurement process and execution of the contract; or
      8. has a plan to be an interested party of the Purchaser by getting itself involved in the management and operation of the deliverables of the Project that are the subject of the bid;
   6. A Bidder shall be considered ineligible to be qualified for, bid for, or be awarded a Purchaser-financed contract or benefit from a Purchaser-financed contract, financially or otherwise, during such period of time as the Purchaser shall have determined. if the Bidder:
      1. has been excluded to a Purchaser-governed bid as a result of the Purchaser’s resolution, official regulation or decision; or
      2. has judicially been recognized insolvent; or
      3. has had criminal record for offence committed against economic activity or public service in the course of 3 years preceding submission of the bid, except when such a criminal record has been removed or indemnified; or
      4. which or whose representative of the executive body has been convicted of terrorism financing, child exploitation or human trafficking, creating or participating in criminal cooperation, accepting bribes, giving bribes or brokering bribes and economic activities prescribed by law during the five years preceding the date of submission of the Proposal for crimes committed, except for the cases when the conviction is removed or extinguished in accordance with the procedure established by law; or
      5. regarding which the administrative act establishing liability for anti-competitive agreement, abuse of a dominant position or unfair competition in the field of procurement became unappealable within three years prior to the date of submission of the application, and in case of appeal, it was left unchanged; or
      6. has been currently black listed by any organization, institution, Government, Regulatory Body anywhere in the world.
   7. A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
2. Intellectual Property
   1. A Bidder shall represent that it either is the owner of the Intellectual Property Rights (IPR) in the Products and/or Services offered, or that it has proper authorization and/or license to offer them from the owner of such rights. A Bidder shall not raise any IPR related claim in any form against the Purchaser, and shall bear all legal, administrative, procedural, moral responsibility to settle any IPR related issue in the process of procurement, implementation and operation.
   2. A successful Bidder shall transfer, to the Purchaser, a fully paid-up license for limited use only for or in relation to system operations by the Purchaser within the Purchaser’s country but without any functional limitations for all the development and customization done for the custom software under this Project. The license shall include a transfer of solution code for all the development and customization done for this Project.
   3. The Purchaser reserves the right to use and transfer, by sending a written prior notice to the successful Bidder, all the software licenses to any of its subsidiaries at no or a reasonable cost and without the imposition of any conditions for such transfer.
3. Contents of Bidding Document
4. Sections of Bidding Document
   1. The Bidding Documents consist of Section I, II, III, IV and V indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 12 (Amendment of Bidding Documents).

* **Section I. Instructions to Bidders (ITB)**
* **Section II. Evaluation and Qualification Criteria**
* **Section III. Bidding Forms**
* **Section IV. Schedule of Requirements (SOR)**
* **Section V. Conditions of Contract (COC)** 
  1. Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, or Addenda to the Bidding Documents in accordance with ITB 12.1. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
  2. A Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Proposal all information or documentation as is required by the Bidding Documents.

1. Clarification of Bidding Documents
   1. A Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser’s address specified below:

Attention: Ms. Siran Yeganyan, Head of Procurement Coordination Service,Central Bank of the Republic of Armenia

**E-mail to:** [**siran.yeganyan@cba.am**](mailto:siran.yeganyan@cba.am)**, cc:**[**procurement@cba.am**](mailto:procurement@cba.am)

* 1. The Purchaser shall respond in writing to any request for clarification and/or explanation within three (3) days after the receipt of a request, provided that such request is received no later than five (5) days prior to the deadline for submission of Proposals.
  2. The Purchaser may forward copies of its response to all Bidders who have acquired the Bidding Documents, including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 12.1 and ITB 27.2.

1. Amendment of Bidding Documents
   1. No later than five (5) days prior to the deadline for submission of Proposals, the Purchaser may amend the Bidding Documents by issuing Addenda.
   2. Any addendum issued shall be part of the Bidding Documents and shall be published on the official website [**https://www.cba.am/**](https://www.cba.am/en/sitepages/tenders.aspx) and communicated in writing to all who have obtained the Bidding Documents from the Purchaser.
   3. In case of any amendment, to give prospective Bidders reasonable time in which to take an addendum into account in preparing their Proposals, the deadline for the submission of Proposals shall be extended by at least fourteen (14) days from the date of issuance of such addendum, pursuant to ITB 27.2.
2. Preparation of Bidding Document
3. Cost of Bidding
   1. The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
4. Language of Bid
   1. The Bidding Documents will be issued in Armenian, Russian and English.
   2. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Bidder and the Purchaser, shall be written in the English language, otherwise in Russian or Armenian languages. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, Russian or Armenian, in which case, for purposes of interpretation of the Proposal, such translation shall govern.
5. Documents Comprising the Proposal
   1. The documents comprising the Proposal are listed in Section III (Bidding Forms), in the Bidder Response Format (BRF). Bidders must use the BRF provided to structure and submit their Proposals.
   2. The Proposal shall comprise the following:
      1. A set of documents and their any attachments as listed in the BRF; and
      2. Bid Security in accordance with ITB 23 (Bid Security); and
      3. Power of Attorney, to confirm the authority of the person sign the Proposal; and
      4. Any other document required in the Section IV (Schedule of Requirements).
   3. In addition to the requirements under ITB 15.2, a Proposal 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 Proposal shall be signed by all members and submitted with the Proposal, together with a copy of the proposed Agreement.
6. Bidder’s Response Letter and Cost Tables
   1. The Bidder’s Response Letter and Cost Tables shall be prepared using the relevant forms furnished in Section III (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
7. Alternative Proposals
   1. Alternative Proposals shall not be considered.
8. Proposal Prices
   1. The prices quoted by a Bidder in the Bidder’s Response Letter and in the Cost Tables shall conform to the requirements specified below.
   2. All items must be listed and priced separately in the Cost Tables. If a Cost Table shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.
   3. The price to be quoted in the Bidder’s Response Letter in accordance with ITB 16.1 shall be the total Financial Proposal of the Proposal.
   4. Prices quoted by a Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account. A Proposal submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB 32 (Determination of Responsiveness).
   5. Prices shall be quoted and entered in total. Prices must include all taxes, duties, levies and fees whatsoever as well as all related costs incidental to the delivery and the performance of the Products and the Services. But if a Bidder is a non-resident in the Purchaser’s country, it shall quote and enter prices without including taxes which are liable to pay in the Purchaser’s country. In such case, the Bidder shall clearly mark, in all parts where the prices are entered, that the prices are not including taxes liable to pay in the Purchaser’s country.
   6. Costs incurred by any extra works beyond the scope of this Project, and costs beyond the scope of warranty services to be incurred during the Warranty Period, shall not be quoted and not be included in the Recurrent Costs Table in Section III (Bidding Forms).
9. Currencies of Proposal and Payment
   1. The prices shall be quoted by a Bidder in the United States Dollar, for evaluation and comparison purposes. But a Bidder shall express the Proposal price in the Armenian Dram if the Bidder is the resident Purchaser’s country.
   2. The currency of payments shall be the United States Dollar (if not otherwise agreed in the contract), but if a successful bidder is resident, the Purchaser shall make payments only in the Armenian Dram.
10. Documents Establishing the Eligibility and Conformity
    1. To establish the conformity of the Products and Services to the Bidding Documents, a Bidder shall furnish as part of its Proposal the documentary evidence that the Products conform to the technical specifications and standards specified in Section IV (Schedule of Requirements).
    2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Products and Services, demonstrating substantial responsiveness of the Products and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section IV (Schedule of Requirements).
11. Documents Establishing the Eligibility and Qualification
    1. The documentary evidence of the Bidder’s qualifications to perform the contract if its Proposal is accepted shall establish to the Purchaser’s satisfaction, that the Bidder meets each of the qualification criterion specified in Section II (Evaluation and Qualification Criteria).
12. Period of Validity of Proposals
    1. Proposals shall remain valid until the signing of the Contract pursuant to ITB 43.6, withdrawal of a Proposal by a Bidder pursuant to ITB 26.1, refusal of a Proposal by the Purchaser, or failure of the bidding process.
13. Bid Security
    1. A Bidder shall furnish as part of its Proposal, a Bid security, in original form and in the amount not less than five (5) percent of the Total Price for the Implementation and Custom Software submitted pursuant to Form 11 (Implementation and Custom Software Cost Table) in Section III (Bidding Forms).
    2. The Bid security shall be a demand guarantee in any of the following forms at the Bidder’s option, issued by an international financial institution for non-resident Bidders, or any Armenian financial institution for resident Bidders:
       1. an unconditional guarantee issued by a bank or financial institution; or
       2. deposit in the Purchaser. Bid security in the form of deposit should be transferred to the Central Bank’s bank account **(indicating the purpose of the tender: Bid security, Reference Nr. CBA-2023-060 of Invitation).**

For AMD: N 103001702119,

For USD: Beneficiary’s Bank: JPMorgan Chase Bank, NY

                   SWIFT code: CHASUS33

Beneficiary:   Acc. No:001-1-010782

                     Central Bank of the Republic of Armenia

                       SWIFT (BIC) code: CBRAAM22

* 1. Any Proposal not accompanied by an enforceable and compliant Bid security, as specified in ITB 23.1 and 23.2, shall be rejected by the Purchaser as non-responsive.
  2. In the case of a bank guarantee, the Bid security shall be submitted in a format approved by the Purchaser prior to Proposal submission. The Bid security shall be valid for one-hundred (100) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 27.2.
  3. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the contract and furnishing the Contract Execution Security pursuant to ITB 44 (Contract Execution Security).
  4. 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 Contract Execution Security pursuant to ITB 44 (Contract Execution Security).
  5. The Bid Security may be forfeited:
     1. if a Bidder violates an obligation assumed within the procurement process, which led to the termination of the given Bidder's further participation in the process; or
     2. if the successful Bidder fails to:
        1. sign the contract in accordance with ITB 43.6; or
        2. furnish a Contract Execution Security in accordance with ITB 44.1.
  6. The Bid Security must be in the name of the Bidder or the JV that submits the Bid. If the JV has not been constituted into a legally enforceable JV at the time of bidding, the Bid security shall be in the names of all future members as named in the letter of intent referred to in ITB 8.1.

1. Format and Signing of Bid
   1. The Bidder shall prepare the documents comprising the Proposal as described in ITB 15.
   2. The Proposal shall be typed and shall be signed by a person duly authorized to sign on behalf of the Bidder. The written confirmation of authorization to sign on behalf of the Bidder shall consist of a Power of Attorney with all details required for the Purchaser to verify the authenticity of the document, and shall be attached to the Proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal where entries or amendments have been made shall be signed or initialed by the person signing the Proposal.
   3. In case the Bidder is a JV, the Proposal 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.
   4. In case of electronic submission **Digitally signed** Proposals are acceptable.
2. Submission and opening of Proposals
3. Procedure for preparation and submission of Proposals
   1. The Bidder shall submit a Proposal to the Tender Committee in electronic form, by sending an e-mail to the following address: **CBA-2023-060@cba.am.** When submitting a Proposal electronically, the following rules must be followed:
      * 1. The Reference Number **“CBA-2023-060”** should be entered in the field “Subject-line” of the e-mail.
        2. the Proposal should be attached in PDF format only as one complete document, by keeping the order of the documents according to the Section III (Bidding forms),
        3. Attachments must not be submitted as external links or compressed files (Google drive link, .rar etc.).
        4. All electronic Proposal submissions, including attachments, must adhere to a size limit of 25 megabytes (MB) per email. Bidders are responsible for ensuring that their electronic submissions comply with this limitation.
        5. In the event that a single email exceeds the specified file size limit, Bidders have the option to divide their submission into multiple separate emails, each clearly labeled and organized for easy reference. Each email must contain a portion of the Proposal content, and the subject line of each email should include a sequential reference **(e.g., 'Part 1 of 3,' 'Part 2 of 3,' etc.).**
        6. Bidders are encouraged to notify the designated contact person, as specified in the RFP, of their intent to utilize this alternative option. Failure to adhere to the file size limit or to clearly label and organize multiple email submissions may result in the Proposal being considered non-compliant."
        7. the e-mail body should contain only plain text and shouldn’t include any link.
   2. In case of disobeying these rules, the application may be perceived as a virus by the virus-checking software and may not be delivered to the Purchaser’s email address. The Purchaser accepts no responsibility in such cases.
   3. **Non-adherence to these rules may lead to the Proposal being deemed non-compliant and consequently ineligible for the evaluation process.**
   4. The participant will receive an automatic reply letter as a confirmation of the application receipt.
4. Withdrawal, Substitution, and Modification of Proposals
   1. A Bidder may withdraw, substitute, or modify its Proposal 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) except that withdrawal notices do not require copies. The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:
      1. prepared and submitted in accordance with ITB 24 (Format and Signing of Bid) and ITB 25 (Procedure for preparation and submission of Proposals), and in addition, the respective subject line shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and
      2. received by the Purchaser prior to the deadline prescribed for submission of Proposals, in accordance with ITB 27.1.
   2. Proposals requested to be withdrawn in accordance with ITB 26.1 shall not be opened.
   3. No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of bid validity specified by the Bidder on the Bidder’s Response Letter or any extension thereof.
5. Deadline for Submission of Proposals
   1. Proposals must be received by the Purchaser electronically by sending an e-mail to

[**CBA-2023-060@cba.am**](mailto:CBA-2023-060@cba.am) no later than the date and time specified below:

**The deadline for Proposal submission is:**

**Date: Thursday, February 15th, 2024**

**Time: 16:00 (GMT+4).**

* 1. The Purchaser may extend the deadline by at least fourteen (14) calendar days for the submission of Proposals by amending the Bidding Documents in accordance with ITB 12.1, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

1. Opening of Proposals
   1. Proposals will be opened at a meeting of the Tender Committee on **February 15th, 2024**, **16:00 pm(GMT+4),** at the address of 6th Vazgen Sargsyan Str., Yerevan, 0010, Republic of Armenia.
   2. The Tender Committee shall announce this tender as failed if no Proposal has been submitted. The Purchaser may announce a tender again, with the same or modified conditions and time-frame.
2. Evaluation and Comparison of Proposals
3. Confidentiality
   1. Information relating to the evaluation of Proposals 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 Contract Award is communicated to all Bidders in accordance with ITB 42 (Notification of Award).
   2. Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Proposal.
   3. Notwithstanding ITB 29.2, starting from the time of Proposal opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, **it should do so in writing.**
4. Clarification of Proposals
   1. To assist in the examination, evaluation, comparison of the Proposals, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Proposal. Any clarification submitted by a Bidder in respect to its Proposal and that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. No change, including any voluntary increase, in the prices or substance of the Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Proposals, in accordance with ITB 34 (Correction of Arithmetic Errors).
   2. If a Bidder does not provide clarifications of its Proposal by the date and time set in the Purchaser’s request for clarification, its Proposal may be rejected.
   3. The Purchaser shall not ask a Bidder to make a presentation for clarification, evaluation or comparison of the Proposals. All activities and communications in this context shall be conducted in written form.
5. Deviations, Reservations, and Omissions
   1. During the evaluation of Proposals, the following definitions apply:
      1. **“Deviation”** is a departure from the requirements specified in the Bidding Documents;
      2. **“Reservation”** is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
      3. **“Omission”** is the failure to submit part or all of the information or documentation required in the Bidding Documents
6. Determination of Responsiveness
   1. The Purchaser’s determination of a Proposal’s responsiveness is to be based on the contents of the Proposal itself, as defined in ITB 15 (Documents Comprising the Proposal).
   2. A substantially responsive Proposal is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
      1. if accepted, would
         1. affect in any substantial way, the scope, quality, or performance of the Products and Related Services specified in the Contract; or
         2. limit in any substantial way inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the Contract; or
      2. if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive Proposals.
   3. The Purchaser shall examine the technical aspects of the Proposal submitted in accordance with ITB 20 (Documents Establishing the Eligibility and Conformity) and ITB 21 (Documents Establishing the Eligibility and Qualification), in particular, to confirm that all requirements of Section IV (Schedule of Requirements) have been met without any material deviation or reservation, or omission.
   4. If a Proposal is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
7. Nonmaterial Nonconformities
   1. Provided that a Proposal is substantially responsive, the Purchaser may waive any nonconformity in the Proposal that does not constitute a material deviation, reservation or omission.
   2. Provided that a Proposal is substantially responsive, the Purchaser may request that the Bidder submits the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.
   3. Provided that a Proposal is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Financial Proposal. To this effect, the Financial Proposal shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section II (Evaluation and Qualification Criteria).
8. Correction of Arithmetic Errors
   1. Provided that the Proposal is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
      1. 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
      2. 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) above.
   2. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 34.1, shall result in the rejection of the Proposal.
9. Conversion to Single Currency
   1. The currency that shall be used for Proposal evaluation and comparison purposes to convert all prices expressed in United States Dollar (USD) or Armenian Dram (AMD) into a single currency is Armenian Dram.
   2. The conversion shall be conducted by the Purchaser, with the exchange rate announced at its web page by the Purchaser on the date of opening of Proposals.
10. Anti-Dumping Policy
    1. The Anti-Dumping Policy is intended to discourage bidders from engaging in dumping practices. In the event that a Bidder is found to be engaged in dumping practices, appropriate penalties will be imposed. These penalties may include disqualification from the bidding process or exclusion from future procurement opportunities.
11. Adjustment for Non-resident Bidders
    1. If the Bidder is Non-resident as specified in ITB 18.5, The Purchaser shall add to the Financial Proposal the amount which is equal to Profit Tax by the ways specified in ITB 37.2, which are required to be withheld at source on payments to non-residents by the legislation in the Purchaser’s country.
    2. The profit Tax rate is twenty (20) percent of the proposed Prices of the Financial Proposal. The profit Tax rate may be changed under a relevant Treaty for Avoidance of Double Taxation between the countries of the Purchaser and the Bidder, for which the Bidder shall submit a certificate of residency issued by the Tax Authority in its country.
    3. If the successful Bidder is non-resident, a Certificate of Residency should be provided to the Purchaser within ten (10) days of contract signature.
12. Evaluation of Proposals
    1. The Purchaser shall use the criteria and methodologies indicated in this Clause. No other evaluation criteria or methodologies shall be permitted.
    2. The Purchaser’s evaluation of responsive Proposals will take into account technical factors, in addition to price factors. In this methodology, Technical Criteria weight is 70 and Financial Criteria weight is 30. The Criteria for Contract Award is Highest Combined Score (based on the 70% Technical Offer and 30% Financial Offer Weight distribution).
    3. **The Financial Proposal of all Bidders, who have attained minimum 70 points out of 100 in the technical evaluation, will be compared.**
    4. The Contract will be awarded to the Bidder offering the “Best Value for Money”. The Proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the Proposal that offers Best Value for Money. The Contract will be awarded to the Contractor based on the cumulative method. The formula for the rating of the Proposals will be as follows:

**The Total Technical Score (TS):**

TS = (Total Score Obtained by the Offer / Max. Obtainable Score for TS) x 100

**The Financial Score (FS):**

FS = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

**Total Combined Score:**

(TS) x (Weight of TS, e.g. 70%) + (FS) x (Weight of FS, e.g., 30%)

**= Evaluated Proposal Score**

* 1. The Total Technical Score assigned to each Proposal in the Evaluation will be determined by adding and weighting the scores assigned by the Tender Committee to technical features of the Proposal in accordance with the criteria set forth below.
     1. The categories of technical features that could be evaluated are generally defined below and specifically identified in Section II (Evaluation and Qualification Criteria):
        1. Appropriateness of suggested technical proposal and timeliness; performance, capacity, or functionality features such as those that either exceed levels specified as mandatory or desirable in Section IV (Schedule of Requirements), meeting the Purchaser's business requirements, reducing the Purchaser’s level of risk, or influence\ing effectiveness of the Products and/or Services;
        2. Usability features, such as ease of use, ease of administration and implementation, or ease of expansion, compatibility with existing infrastructure, systems and applications, which influence effectiveness of the Products and/or Services.
        3. The thoroughness, reasonableness, and responsiveness of the Bidder’s preliminary plans such as the project plan, implementation plan, and transition plan in assisting the Purchaser to successfully achieve its requirements.
        4. The thoroughness, reasonableness, and responsiveness of the proposed arrangements for support such as management and coordination, training, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified in the Section IV (Schedule of Requirements).
        5. Past experience in similar projects, understanding of relevant technologies, proven capabilities for implementing, operating and managing IMS.
        6. Management Structure & Skills and experience of Key Personnel.
        7. Other relevant factors, if any, listed in Section II (Evaluation and Qualification Criteria).
     2. As specified in the Section II (Evaluation and Qualification Criteria), appropriate features within these technical categories will be identified and given a weighting as part of the technical evaluation.
     3. During the evaluation process, the Tender Committee will assign to each selected feature a whole number score from 0 to 10, where 0 means that the feature is absent, and 1 to 10 represents a predefined values as to the degree to which the Bidder has met the requirements of the selected feature. The scoring will be 1-4 for the feature being present but showing deficiencies; 5-7 for meeting the requirements; 8-9 for marginally exceeding the requirements; and 10 for significantly exceeding the requirements.
     4. The Total Technical Score (TS) is the combined weighted scores of all the technical features evaluated:

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Weight**  **%** | **Max. Points** |
| **Technical** | 70 |  |
| **Adequacy and comprehensiveness of the proposal (concept, approach, work plan)** |  | **70** |
| * Overall understanding of the assignment, project design & proposed solution- architecture, including product and software selection criteria, integration mechanism etc. |  | 2 |
| * Proposed project plan, work plan and timeline relevant to the assignment as per the RFP |  | 2 |
| * Support Service Management Plan |  | 1 |
| * Risk Management & Overall flexibility |  | 1 |
| **System Architecture and Common Requirements** |  |  |
| * Functional requirements are met by the Information System |  | 13 |
| * Architectural Requirements are met by the Information System |  | 5 |
| * Systems Administration, Integration and Management Functions Required are met by the Information System |  | 5 |
| * Performance Requirements are met by the Information System |  | 3 |
| * Security Requirements are met by the Information System |  | 5 |
| **Other Requirements** |  |  |
| * General Technical Requirements are met by the Information System |  | 2 |
| * Service Specifications – Supply & Install Items |  | 1 |
| * Data Conversion and Migration |  | 1 |
| * Documentation Requirements |  | 1 |
| * Technical Support Requirements |  | 2 |
| * Warranty, Operational Support and Maintenance |  | 3 |
| **Demo testing** |  |  |
| * Appropriateness of UI/UX platform. The system is user friendly and intuitive to use for new users. |  | 10 |
| * Ability to check and make changes to the given process with No code |  | 10 |
| **Training and Training Materials** |  |  |
| * Training concept and methodology |  | 3 |
| **Background experience/ Expertise of organization/Firm** |  | **16** |
| * Minimum 5 years’ experience in ICT business as a registered company/entity – Registration Papers, Tax Payment Certification, etc. |  | 3 |
| * Minimum five successful local/international project completion in following Software type (Large scale ERP, CRM, BPM Software Service Management, Process Audit Software, Process automation software, Data/Process Mining Tools, etc. Experience in running large-scale solution for the Governments or any cooperate sector related to public service delivery and office management. |  | 3 |
| * Experiences on the system handling user more than 500 users, Implementation of similar IMS system in companies including state bodies in past 3 years |  | 4 |
| * Experiences on the BPM system handling in the Central Banks in past 5 years (will be considered as an asset) |  | 2 |
| * Trusted partner / Reference letters |  | 4 |
| **Management Structure &** **Skills and experience of Key Personnel** |  | **14** |
| * Organization Profile, administrative and financial management structure of the organization |  | 3 |
| * Competency of Team Leader/Project Leader |  | 3 |
| * Competency of Software Architect |  | 1 |
| * Competency of System Analyst |  | 1 |
| * Competency of Software Quality Assurance Manager |  | 1 |
| * Competency of Sr. Software Engineer (App Developer, UI Designer |  | 1 |
| * Competency of Database Administrator/Developer |  | 1 |
| * Competency of Software Engineer-Web, Mobile |  | 1 |
| * Competency of Support Engineer/Implementation/Technical Support Engineer |  | 1 |
| * Competency of Test Engineer |  | 1 |
| **Total points for technical** |  | 100 |

* 1. In this methodology, Technical Criteria weight is 70 and Financial Criteria weight is 30. Accordingly, the maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other price proposals receive points in inverse proportion. A formula is as follows:

p = y (μ/z)

Where:

p = points for the financial proposal being evaluated  
y = maximum number of points for the financial proposal  
μ = price of the lowest priced proposal  
z = price of the proposal being evaluated.

* 1. In addition, the evaluation and comparison of the Financial Proposal of the Bidders are carried out without calculating the amount of VAT․

1. Comparison of Proposals
   1. The Proposal with the highest Evaluated Score among responsive Proposals shall be termed the Highest Evaluated Proposal and is eligible for Contract award, provided the Bidder was qualified and/or it was found to be qualified to perform the Contract in accordance with ITB 40 (Eligibility and Qualification of the Bidder).
2. Eligibility and Qualification of the Bidder
   1. The Purchaser shall determine to its satisfaction whether Bidders are eligible and meet the qualifying criteria specified in Section II (Evaluation and Qualification Criteria).
   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 21 (Documents Establishing the Eligibility and Qualification).
   3. An affirmative determination shall be a prerequisite for evaluation and comparison of Proposals, and award of the Contract to the Bidder in case the Bidder is selected as having submitted the highest evaluated and substantially responsive Proposal. A negative determination shall result in disqualification of the Proposal.
3. Award of Contracts
4. Award Criteria
   1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the highest evaluated Proposal and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.
5. Notification of Award
   1. Prior to the expiration of the period of bid validity, the Purchaser shall notify the results of Tender **on Thursday, 14th March, 2024, 16:00 pm (GMT+4)** to the selected Bidders’ designated representative in writing.
   2. At the same time, The Purchaser shall announce the Tender results on its official website. The Purchaser may also notify all other Bidders of the results of the bidding in writing.
   3. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
   4. The Purchaser shall promptly respond in writing to unsuccessful Bidders who, after notification of award in accordance to ITB 42.2, requests in writing the grounds on which its Proposal was not selected.
6. Signing of Contract
   1. Promptly upon notification, the Purchaser shall send the successful Bidder the Contract Agreement.
   2. A Contract Agreement is signed with the successful Bidder if:

* the latter submits Contract execution Security in accordance to ITB 44.
* during the period of inactivity, no Bidder appeals the decision to sign a contract. If any Bidder appeals the decision to sign a contract during the specified period of inactivity, the procedure for signing the contract is postponed until the decision on the appeal is taken.
  1. The period of inactivity is 10 (ten) calendar days. The inactivity period does not apply if only one Bidder has submitted a Proposal and is contracted.
  2. On the fourth working day following the expiration of the defined period of inactivity, the Purchaser notifies the successful Bidder by submitting the contract proposal and the contract draft.
  3. The Contract Agreement may be signed no earlier than on the fourth working day following the expiration of the specified period of inactivity.
  4. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return the Contract Agreement to the Purchaser.
  5. Before the end of the term ITB 43.6, changes may be made to the draft contract with the agreement of the parties, but they may not lead to changes in the characteristics of the subject of Procurement, an increase in the price offered by the selected participant.

1. Contract Execution Security
   1. Within five (5) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Contract Execution Security.
      1. The amount of Contract Execution Security is ten (10) percent of the Total Price for the Implementation and Custom Software submitted pursuant to Form 11 (Implementation and Custom Software Cost Table) in Section III (Bidding Forms). Contract Execution Security is presented in the form of cash or a bank guarantee. The Contract Execution Security presented in the form of cash should be transferred to the Central Bank’s bank account **(indicating the purpose of the tender: Contract Execution security, Reference Nr. CBA-2023-060).**

For AMD: N 103001702119

For USD: Beneficiary’s Bank: JPMorgan Chase Bank, NY

                   SWIFT code: CHASUS33

Beneficiary:   Acc. No:001-1-010782

                     Central Bank of the Republic of Armenia

                       SWIFT (BIC) code:CBRAAM22

* 1. In the case of a bank guarantee, the Contract execution security shall be submitted in a format approved by the Purchaser prior to Contract signature.
  2. The Contract Execution Security must be valid at least until the 100th day after the last day of full performance of the obligations (particularly, when the system goes live, which is the point at which code moves from the test environment to the production environment and the final act of acceptance is signed) defined by the Contract Agreement. The Contract Execution Security is returned to the Supplier in the case of full fulfillment of the obligations assumed under the Contract Agreement, within 5 working days following the expiration of the period of full fulfillment of obligations.
  3. Failure of the successful Bidder to submit the above-mentioned Contract Execution Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Purchaser may award the Contract to the next highest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

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**Section II - Evaluation and Qualification Criteria**

1. **Bidder Qualification**
2. Eligibility and Qualification
   1. Evaluation and comparison of Proposals: Prior to the technical evaluation all Proposals will be screened based on the minimum eligibility criteria. The Bidders must have adequate technical ability, resources, human resources and processes. As such, following are defined as minimum eligibility criteria:
      * 1. Minimum 5 years’ experience in ICT business as a registered company/entity
        2. Minimum 3 years’ solid practical experience in developing web-based enterprise solutions. Minimum five successful local/international project completion in following Software type (Large scale ERP, CRM, BPM Software Service Management, Process Audit Software, Process automation software, Data/Process Mining Tools. Etc. Experience in running large-scale solution for the Governments or any cooperate sector related to public service delivery and office management.
        3. Experience on the system handling in companies with more than 500+ users. Implementation of similar no code/low code IMS systems in companies including state bodies in past 3 years.
        4. Experience on the system handling in the Central Banks in past 3 years will be considered as an asset
   2. Financial Capability: Submission of audited balance for the last three (3) years (2023, 2022, and 2021) to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. The Bidders whose total equity (total assets minus total liabilities) is a negative amount for three consecutive years would be disqualified. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the overall cash flow requirements for this contract and its current commitments.
   3. General Work Experience: Experience under contracts in the role of Contractor, or experience under non-commercial purposes in the role of software developer, for at least five (5) years in bespoke software development, implementation of Information Management system operated by public institutions, central banks, or commercial banks.
   4. Key Personnel and Details:

The Bidder shall provide adequate staff in terms of expertise and time, in order to complete the tasks required and to achieve the overall and specific objectives of the Contract in terms of time, cost and quality. The Contractor shall mobilize a team of experts comprising following key personnel and short-term experts.

|  |  |  |
| --- | --- | --- |
| No. | Position | Required Experience |
| 1 | Team Leader/Project Leader | Minimum graduate in Computer Science and Engineering or ICT.  Minimum 5 years of progressive experience in Software Development, Database management, System Analysis, Security, Project Management and in Support, with at least five years in managing IT Projects |
| 2 | Business Analyst | Minimum graduate in Computer Science and Engineering or ICT.  Minimum 5 years of experience in analyzing complex requirement and make technical strategy. Ability to prioritize requirement and decision making |
| 3 | System Analyst | Minimum graduate in Computer Science and Engineering or ICT.  Minimum 5 years of experience in analyzing complex requirement and make technical strategy. Ability to prioritize requirement and decision making |
| 4 | Software Quality Assurance Manager | Minimum graduate in Computer Science and Engineering or ICT.  Minimum 5 years of experience as quality assurance manager. Fluent in current tools/trends used by QA |
| 5 | Software Engineer Architect | Minimum graduate in Computer Science and Engineering or ICT.  Minimum 10 years of experience in designing and developing enterprise application. Critical thinking ability in bug reduce, adding new codes. Problem solving skills to analyze worst case and take proper measure |
| 6 | Sr. Software Engineer | Minimum graduate in Computer Science and Engineering or ICT.  Minimum 7 years of experience in designing and developing enterprise application. Critical thinking ability in bug reduce, adding new codes. Problem solving skills to analyze worst case and take proper measure |
| 7 | Sr. Software Engineer/Interface | Minimum graduate in Computer Science and Engineering or ICT.  Minimum 7 years of experience in designing and developing enterprise application. Critical thinking ability in bug reduce, adding new codes. Problem solving skills to analyze worst case and take proper measure |
| 8 | Database Administrator/Developer | Minimum graduate in Computer Science and Engineering or ICT.  Minimum 7 years of experience in designing enterprise database and data management |
| 9 | Support Engineer/Implementation/Technical Support Engineer | Minimum graduate in any discipline. Minimum 5 years of experience in server administration, database maintenance and security. |
| 10 | Test Engineer | Minimum graduate in any discipline. Minimum 5 years of experience in automated testing tools which will allow to make a bug free application. Test case and execute test case within applications. Ability to find loopholes in configurations |

Key Personnel have a crucial role in implementing the project. The proposer shall submit the CVs of the key experts and the CVs shall clearly indicate the related experience as years of experience. This information is to be entered on Form 7 and Form 8 in Section III (Bidding Forms).

1. Evaluation
   1. The Purchaser will review all Proposals submitted to determine whether the Bidder is eligible and whether each Proposal is responsive using the following criteria pursuant to ITB 32 (Determination of Responsiveness):
      1. The Bidder meets the Qualification Requirements outlined in Part A of this Section;
      2. The Proposal is substantially complete in that it provides the information outlined in the BRF; and
      3. The Proposal has been properly signed, the Bid security is included and that products and services offered do not materially depart from the design and project management requirements of the Purchaser.

Only responsive Proposals will be further considered.

* 1. Technical Evaluation: The Purchaser will conduct the Technical Evaluation pursuant to ITB 38 (Evaluation of Proposals).
  2. Price Evaluation: The Evaluated Financial Proposal will be identified by the Purchaser pursuant to ITB 38 (Evaluation of Proposals).

The Cost Tables in which the above information must be presented by Form 10, 11 and 12 in Section III (Bidding Forms).

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**Section III – Bidding Forms**

1. **Bidder’s Response Format (BRF)**

*[Bidders must use the BRF structure outlined in the following Tables in their Proposals.]*

**Table: Bidder Response Format**

| **Order in Bid** | **Document Number and Information Required** | **Check (Y/N)** | **Page No.** |
| --- | --- | --- | --- |
|  | Bidder’s Front Page (Bidder’s name, Proposal reference details) |  |  |
|  | Bidder’s Response Format (this table of contents as a checklist) |  |  |
|  | Form 1 Bidder’s Response Letter |  |  |
|  | Form 2 Bidder Information Form |  |  |
|  | Form 3 Lack of dominance and anti-competitive agreement, lack of affiliated parties and beneficial ownership |  |  |
|  | Form 4 Litigation History |  |  |
|  | Form 5 Financial Capability |  |  |
|  | Form 6 General Work Experience |  |  |
|  | Form 7 Organizational Structure |  |  |
|  | Form 8 List of Key Personnel |  |  |
|  | Form 9 Key Personnel Details |  |  |
|  | Form 10 Bidder’s Response to the Schedule of Requirements |  |  |
|  | Form 11 Implementation and Custom Software Cost Table |  |  |
|  | Form 12 Recurrent Costs Table |  |  |
|  | Form 13 Grand Summary Costs Table |  |  |
|  | Bid Security |  |  |

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

1. Bidder’s Response Letter

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

Reference Number: CBA-2023-060

**To: Central Bank of the Republic of Armenia**

expresses their desire to participate in an open

name of the Bidder

tender announced by the Central Bank of Armenia for the procurement of Information Management System - design, supply, installation, customization and post-implementation, and thus submits a Proposal in accordance with the requirements of this Request for Proposal.

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 12;
2. We meet the eligibility requirements and have no conflict of interest in accordance with ITB 8;
3. We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements;
4. The price of our Proposal is:

*[Amount of foreign currency in words], [amount in figures], or [amount of local currency in words], [amount in figures]*

1. Our Proposal shall be valid from the date fixed for the submission deadline for Proposals as stipulated in the Bidding Documents, and it shall remain binding upon us until the event specified in ITB 22.1;
2. If our Proposal is accepted, we commit to obtain a Contract Execution Security in accordance with the Bidding Documents;
3. We undertake, if our Proposal is accepted, to commence work on the Products and/or Services and to achieve Acceptance within the respective times stated in the Bidding Documents;
4. We hereby certify that all the Product offered in this Proposal and to be supplied under the Contract (i) either is owned by us, or (ii) if not owned by us, is covered by a valid license from the proprietor of the Software;
5. We are not participating, as a Bidder, in more than one Proposal in this bidding process in accordance with ITB 8.1(e);
6. We understand that this Proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
7. We understand that you are not bound to accept the highest evaluated Proposal or any other Proposal that you may receive; and
8. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name and Title of the person signing the Proposal

*[insert complete name and 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]*

\*\*: Person signing the Proposal shall have the power of attorney given by the Bidder.

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

1. **Qualification of the Bidder**
2. 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. All Bidders must complete the information in this form. All Bidders that complete this form should also complete the further Qualification Forms provided in this section.]*

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

|  |
| --- |
| 1. Bidder’s Name: *[insert Bidder’s legal name], or [In case of JV, insert legal name of each member]* |
| 2. Bidder’s actual country of registration: *[insert actual country of registration], or [In case of JV, insert actual country of registration of each member]* |
| 3. Bidder’s year of registration: *[insert Bidder’s year of registration], or [In case of JV, insert s year of registration of each member]* |
| 4. Taxpayer identification number: *[insert Bidder’s Taxpayer identification number] or [In case of JV, insert Taxpayer identification number of each member]* |
| 5. Bidder’s Address in country of registration: *[insert Bidder’s legal address in country of registration], or [In case of JV, insert legal address in country of registration of each member]* |
| 6. Bidder’s Authorized Representative Information  Name: *[insert Authorized Representative’s name and Bidder’s name]*  Address: *[insert Authorized Representative’s Address]*  Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*  Email Address: *[insert Authorized Representative’s email address]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*  🞎 Articles of Incorporation (or equivalent documents of constitution or association) or documents of registration of the legal entity(s) named above,  🞎 In case of a JV, letter of intent to form a JV or JV agreement. |

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1. Lack of dominance and anti-competitive agreement, lack of affiliated parties and beneficial ownership

We, the undersigned, declare and certify that:

1. in the framework of participation to the Request for Proposal there is no case of a concurrent participation by Parties affiliated to us (i); Companies established by us with their share (stock) or more than fifty (50) percent belonging to us (ii);
2. we have not allowed and/or will not allow abuse of a dominant position and anti-competitive agreement under participation to the Request for Bid;
3. attached hereto, as of the date of submitting the bid, the data of the individual(s) who directly or indirectly hold(s) more than ten (10) percent of the voting shares (stocks, units) in the statutory capital of the Participant, including bearer shares, or the data of the individual(s) who has (have) the power to appoint or discharge the members of the executive body of the Participant, or gain(s) more than fifteen (15) percent of the profit generated from an entrepreneurial or other activities carried out by the Participant (beneficial ownership)\*;
4. that the details provided herewith are true and do not contain any non-reliable information:

|  |  |  |  |
| --- | --- | --- | --- |
| **№** | **Full name**  **[beneficial ownership]** | **For citizens of the Republic of Armenia:**  ***[the type and number of an identification card or passport or any identity document as required by the laws of the Republic of Armenia]*** | **For citizens of other countries:**  ***[the type and number of an identity document as required by respective country legislation]*** |
| **1** |  |  |  |
| **2** |  |  |  |
| **…** |  |  |  |

*[\* Where the individuals as referred to in this subsection lack, the data of the head and members of the executive body of the Participant shall be presented.]*

Name and Title of the person signing the Proposal

*[insert complete name and 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]*

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

1. Litigation History

*[Bidders shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.*

|  |  |  |  |
| --- | --- | --- | --- |
| **Pending Litigation** | | | |
| 🞎 No previous or pending litigation  🞎 Previous or pending litigation | | | |
| **Year** | **Award FOR or AGAINST Bidder** | **Name of client, cause of litigation, and matter in dispute** | **Disputed amount (current value, US$ equivalent)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

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1. Financial Capability

*[To be completed by the Bidder and, if JV, by each partner to demonstrate that they meet the relevant requirements stated Section II (Evaluation and Qualification Criteria)]*

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Partner’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Financial Data for Previous 3 Years [US$ Equivalent]** | | |
| **Year 1:** | **Year 2:** | **Year 3:** |

**Information from Balance Sheet**

|  |  |  |  |
| --- | --- | --- | --- |
| **Total Assets** |  |  |  |
| **Total Liabilities** |  |  |  |
| **Net Worth** |  |  |  |
| **Current Assets** |  |  |  |
| **Current Liabilities** |  |  |  |

**Information from Income Statement**

|  |  |  |  |
| --- | --- | --- | --- |
| **Total Revenues** |  |  |  |
| **Profits Before Taxes** |  |  |  |
| **Profits After Taxes** |  |  |  |
| **Remark (if any)** | | | |

|  |  |
| --- | --- |
| **Name of auditor (Certified Accountant(s) or Accounting Firm):** | |
| **Address of auditor:** | |
| **Tel:** | **Contact name and title:** |
| **Fax:** | **Email:** |

1. The Bidder must submit a copy of the company's Audited Financial Reports for the last three (3) years (2022, 2021, and 2020).

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1. General Work Experience

*[Bidders shall provide information on minimum five successful local/international project completion in following Software type (Large scale ERP, CRM, BPM Software Service Management, Process Audit Software, Process automation software, Data/Process Mining Tools, etc. Experience in running large-scale solution for the Governments or any cooperate sector related to public service delivery and office management. All individual firms must complete the information in this form with regard to the management of Information Management System and/or Services contracts generally as indicated in Section II (Evaluation and Qualification Criteria)]*

| **General Experience** | | |
| --- | --- | --- |
| **Starting and Ending Month/Year** | **Contract Identification** | **Role of Bidder** |
|  | Project name:  Brief Description of the Products/Services supplied by the Bidder:  Name of *Employer*:  Address:  Email:  Telephone: |  |
|  | Project name:  Brief Description of the Products/Services supplied by the Bidder:  Name of *Employer*:  Address:  Email:  Telephone: |  |
|  | Project name:  Brief Description of the Products/Services supplied by the Bidder:  Name of *Employer*:  Address:  Email:  Telephone: |  |
|  | Project name:  Brief Description of the Products/Services supplied by the Bidder:  Name of *Employer*:  Address:  Email:  Telephone: |  |

*[If a contract is not based on and/or made in a form of general commercial arrangement, the name of Employer should specify a main entity that caused the Bidder to implement a specific contract or project.]*

1. Bidder must submit at least 2 reference letters from its past clients for similar services or related indicating that the vendor performed to expectations in the assigned tasks.

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1. Organizational Structure

Organization Profile, administrative and financial management structure of the organization.

|  | Organizational Structure | | |
| --- | --- | --- | --- |
| **Nr.** | **Name of the unit** | **Main functions** | **Number of employees** |
| 1 | Management |  |  |
| 2 | Administrative and financial staff |  |  |
| 3 | …Unit 1 |  |  |
| 4 | …Unit 2 |  |  |
|  | ….. |  |  |
|  | **Total number of staff** |  |  |

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1. List of Key Personnel

*[For specific positions essential to contract management and implementation, as specified in Section 2 1.4, bidders should provide the names of at least one candidate qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one form for each candidate.*

*Bidders may propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided.]*

| Key Personnel | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Nr.** | **Name** | **Role/Position** | **Main functions** | **Educational Background** | **Total Experience (in Years)** | **Number of years with the Current**  **Organization** |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |

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

1. Key Personnel Details

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Position** | | | **Candidate**  **Prime Alternate** | | |
| **Personnel information** | **Name** | | | **Date of birth** | |
|  | **Educational Background, Professional qualifications, Training / Certification including institutions, specialization areas etc.** | | | | |
|  | **Degree/Certificates etc.** | **Year of Award** | | | **University/other** |
|  |  |  | | |  |
|  |  |  | | |  |
| **Present employment** | **Name of Employer** | | | | |
|  | **Address of Employer** | | | | |
|  | **Telephone, E-mail** | | |  | |
|  | **Years with present Employer** | | |  | |

Summarize professional experience over the last five - ten years, in reverse chronological order.

|  |  |  |
| --- | --- | --- |
| **From** | **To** | **Company / Project / Position / Relevant technical and management experience** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. **Bidder’s Response to the Schedule of Requirements**
2. Bidder’s Response to the Schedule of Requirements

***Instruction for Response:***

*The Bidder shall provide an item-by-item response to the Purchaser’s Section IV (Schedule of Requirements), demonstrating what the Bidder will provide, and how its Products and/or Services respond to the requirements.*

*Bidder should note that single word or standard repeated responses such as “Fully Complied”, “Noted” “Our system meets these requirements” “Our solution can be configured for to meet this requirement” etc. are not acceptable or eligible for any score higher than “1” on the 11point ranking “0-10” where “10” is high.*

1. The Bidders response should explain the solution proposed by the Bidder and should highlight its salient features. The Bidders will be required to provide a Solution Overview through brief Write-up & Presentation in written form.

|  |  |
| --- | --- |
| **Project Understanding and Approach** | |
| **#** | **Particulars** |
| 1 | **Understanding of the Project requirements through followings** |
|  | Overall understanding of the assignment, project design & proposed solution- architecture |
|  | Solution & Proposed Architecture for including product and software selection criteria, integration mechanism etc. |
| 2 | **Project Management Plan, Work Plan (up to 20% variation from the Purchaser’s represented tentative timeline is acceptable)** |
| 4 | **Support Service Management Plan** |
| 5 | **Risk Management & Overall flexibility** |
| 6 | **System Architecture and Common Requirements** |
|  | Functional requirements are met by the Information System |
|  | Architectural Requirements are met by the Information System |
|  | Systems Administration, Integration and Management Functions Required are met by the Information System |
|  | Performance Requirements are met by the Information System |
|  | Security Requirements are met by the Information System |
| 7 | **Other Requirements** |
|  | General Technical Requirements are met by the Information System |
|  | Service Specifications – Supply & Install Items |
|  | Data Conversion and Migration |
|  | Documentation Requirements |
|  | Technical Support Requirements |
|  | Warranty, Operational Support and Maintenance |
| 8 | **Access to the Demo platform, where the Bidder’s “Trial 1” process is already configured with No code.** |
|  | Appropriateness of UI/UX platform. The system is user friendly and intuitive to use for new users. |
|  | Ability to check and make changes to the given process with No code |
| 9 | **Training concept and methodology, plan and Training Materials** |
| 10 | **Bidders proposed Service level Agreements (SLA) -** Optional |
| 11 | **Other** |

1. The Purchaser reserves the right to call the Bidder for any clarifications/discussions regarding the solution if it feels such solution deviates majorly from its needs and purposes.
2. The requirements stated in SOR need to be evaluated whether they are fulfilled or not.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Nr. of Req. | Name of the requirement/ | Name of the  Sub- requirement | Availability  (Supported as standard business process) | |
| YES | No |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

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

1. Implementation and Custom Software Cost Table

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No** | **Implementation and Custom Software**  **Item/Sub-item Description** | **Qty.** | **Unit Prices / Rates** | | | **Total Price** | | |
| **Supplied Locally** | **Supplied from outside the Purchaser’s Country** | | **Supplied Locally** | | **Supplied from outside the Purchaser’s Country** |
| ***AMD*** | ***USD*** | | ***AMD*** | | ***USD*** |
|  | | | | | | | | |
| 1 |  |  |  |  | |  | |  |
| 2 |  |  |  |  | |  | |  |
| 3 |  |  |  |  | |  | |  |
| 4 |  |  |  |  | |  | |  |
| 5 |  |  |  |  | |  | |  |
| 6 |  |  |  |  | |  | |  |
| 7 |  |  |  |  | |  | |  |
| 8 |  |  |  |  | |  | |  |
| **VAT (if applicable)** | | | | |  | |  | |
| **Total Prices for entry in Grand Summary Cost Table:** | | | | |  | |  | |

1. **Payment terms, conditions and the payment schedule for Implementation and Custom Software Costs.**

The Bidders are invited to propose their preferred payment schedule, terms, and conditions.

|  |
| --- |
|  |

*Please note, that any advance payment shall be covered by a demand guarantee issued by an international financial institution for non-resident Suppliers or by any Armenian financial institution for resident Suppliers.*

*The bank guarantee shall be submitted in a format approved by the Purchaser and must be valid at least until the 100th day after the last day of full performance of the obligations (particularly, when the system goes live, which is the point at which code moves from the test environment to the production environment and the final act of acceptance is signed) defined by the Contract Agreement.*

*The Purchaser reserves the right to engage in negotiations regarding the finalization of payment schedule, terms and conditions.*

|  |  |
| --- | --- |
| **Name of Bidder** | **Authorized Signature of Bidder** |
|  |  |

1. Recurrent Costs Table

*The Price offer should indicate annual support/maintenance and annual license fees /if any/ per user for 50, 300, 700 users for 3 years. The CBA reserves the right to cancel annual support/maintenance services and annual license at any time without incurring penalties or cancellation fees. Cancellation requests must be submitted in writing with a minimum notice period of one month in advance. The CBA retains the option to utilize accepted processes independently before the full implementation based on the provided licenses.*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Recurrent Item** | **Price per year for Maintenance Period** | | | **Total Prices** | |
| **Year 1**  **(1st term)** | **Year 2**  **(2nd term)** | **Year 3**  **(3rd term)** | ***AMD*** | ***USD*** |
| **Sample Items for Lot 1** | | | | | | |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **Annual Subtotals:** | |  |  |  |  |  |
| **VAT (if applicable)** | | | | |  |  |
| **Total Prices: Cumulative Recurrent for entry in Grand Summary Cost Table** | | | | |  |  |

\*Bidder shall consider the mandatory Warranty Period, to estimate the starting date of the post-implementation Period.

1. **Payment terms, conditions and the payment schedule for recurrent costs.**

|  |
| --- |
|  |

*Please note, that any advance payment shall be covered by a demand guarantee issued by an international financial institution for non-resident Suppliers or by any Armenian financial institution for resident Suppliers.*

*The bank guarantee shall be submitted in a format and duration approved by the Purchaser.*

*The Purchaser reserves the right to engage in negotiations regarding the finalization of payment schedule, terms and conditions.*

|  |  |
| --- | --- |
| **Name of Bidder** | **Authorized Signature of Bidder** |
|  |  |

1. Grand Summary Costs Table

|  |  |  |  |
| --- | --- | --- | --- |
| **Form No.** | **Price Component** | **Total** | |
| **Price (AMD)** | **Price (USD)** |
| **10** | **Implementation and Custom Software Cost** |  |  |
| **11** | **Recurrent Costs** |  |  |
| **GRAND TOTALS to be carried forward to the  “Bidder’s Response Letter”** | |  |  |

|  |  |
| --- | --- |
| **Name of Bidder** | **Authorized Signature of Bidder** |
|  |  |

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**Section IV – Schedule of Requirements (SOR)**

1. **Background and Context**
2. Introduction
   1. The Central Bank of Armenia (the CBA) is a legal entity empowered with state functions. The primary objectives of the CBA are to ensure price stability and financial stability, according to the Constitution of Armenia and the Law on the Central Bank of Armenia. The CBA develops, approves, and implements a monetary policy program, regulates and supervises the financial system, and oversees the payment system. It also provides the issuance of national currency and its circulation, combats money laundering and terrorism financing, manages the international reserves of Armenia, etc.
3. Object of the Tender
   1. The objective of this Request for Proposal is to find a vendor capable of delivering **Commercial off-the-shelf (COTS)** technological solutions designed for the establishment of a Business Process Management / Workflow Management platform that facilitates information management, exchange, coordination, and document circulation for the Central Bank of Armenia. This platform is a best practice of digitalizing business processes, including related information and documents. Each phase plays a critical role for effective information management. Effective information life cycle management will assure in reducing security, compliance, and legal risks while also lowering operational and storage costs, increasing employee productivity, and improving decision making processes.

As a result, it is planned to achieve the listed minimal requirements.

* Digitization of documents and processes.
* Digital data (content) storage and access management.
* Collaboration and content co-editing in the same environment.
* Functionality to integrate with other software systems used in CBA (API, SOA, etc.).
* Environment for continuous process improvement: model, change and automate processes.
* Monitoring, reporting, analysis and management of task status and process flows.
* Mechanisms to check genuineness of electronic signature (e-signature) and signed documents, etc.
* Have UI/UX friendly platform which is fully designed based on all requirements of BPMN 2.0 standard

The Proposer will be required to provide training on the proposed system as well as on-going support, including systems upgrades, fixes and enhancements.

In context of IMS it is supposed ECM, low-code/no-code automation, wide range of integration and content management features (collaboration and platforms).

1. General Project Scope
   1. In this section the minimum requirements of the software are presented. At the time of deployment of the system in the servers of the Central Bank, all functional requirements of the system must be developed and implemented not later than provided in below described schedule.
   2. The scope of services can be divided into the following sections:

**User and role management**

User data, access rights, and organization structure are entered into the system to manage users and roles. This information can be entered into the system both manually and through automated queries from or via integrations with other systems (examples: MS Active Directory, SSO (Single Sign On), etc.). Successful registration of users implies settings related to all possible access rights, as well as assignment to some part of the organizational structure. The home screen of users in the system contains links to available services. All user actions are traced and stored in the system. All users have the option to assign a permanent or temporary substituting user and specify a substitution date. Furthermore, the substitution function can be activated from the working screen of both the user and the latter's direct manager or system administrator. For each case of substitution, a message is shown on the substituting employee’s screen, which can be accepted for execution or returned by adding relevant notes. Substitution applications accepted for execution enter into force in the indicated time periods. Activation of the substitution implies granting of all the relevant rights to the substituting user. In case of temporary substitution, the screen of the substituting user is divided into main and substitution parts, which display the relevant information separately.

**Data management**

It is possible to create separate forms in the system with unlimited number of fields for data collection purposes. Information in the fields can be entered either manually or automatically, as well as by uploading various types of files. Restrictions on the type of data may be applied while crating or editing forms. The descriptive (meta) data of all documents with all change histories are also stored (for example, document serial number, versions, document relationships, digital signatures, document outgoing number, author organization, short content, date, time of entry, etc.).

**Process management**

It is possible to create processes in the system with low-code or no-code techniques. Processes can be initiated either manually by the user, or automatically as a result of pre-described events or external signals. During the creation/triggering of processes, it is possible to describe different scenarios, the terms of which can be numerical constraints, information checks or constraints which became known before branching, or the result of a programmed algorithm. When designing/configuring processes there is an opportunity to define read-only/editable modes of forms, documents. Created processes can be modified by with low-code or no-code techniques. Modifications can be transferred to the current version of the system after the approval of authorized users, if there are users with appropriate rights. Immediately after the approval, the changes to the processes must go live and all subsequent entries must go through the new process. Possibility to save all available versions and return to the previous version for all changes of processes, regardless the time of implemented change. The system must conduct continuous analysis to evaluate the effectiveness of all processes. The assessment of effectiveness must include at least analysis of queues and calculation of duration of the process. There should also be escalation capabilities.

**System integration (with other existing systems)**

As a result of integration with other and/or intermediate systems, the system should collect information from other systems and transfer information to other systems.

The system supports various integration methods, such as Open API (RESTful APIs). It should be possible in the System to create necessary API for external systems to access documents based on URL/reference number (with authentication & authorization).

The system allows to use 3 groups of certifications:

1. e-signature for internal systems (CBA internal e-signature certificate)
2. e-signature verified by RA government-EKENG (using physical card reader and ID card)
3. e-signature for other external systems (for example, DocuSign eSignature, Adobe Sign, SignNow, HelloSign, GlobalSign Digital Signing Service, Citrix RIghtSignature).

The system also provides the opportunity to combine external input devices such as scanners, printers and other reading devices.

**Reports and statistics**

The system provides an opportunity to create reports. Users can download reports from the system and can choose the format in which they want to download the file. The system has templates for creating reports. Users can modify the templates and create new ones with low-code or no-code techniques. The system provides opportunity to select graphical representations for the available data and reports. Access to reports is limited by access rights. There is a data filtering mechanism for reports and data represented on the screen.

**File management**

The system digitizes and manages the entire life cycle of information circulating in the system, from file creation to deletion. Files are entered into the system from both internal and external sources, automatically and manually. There is an opportunity to create and export data in various formats. It is possible to generate a file from a form. Files can also be sent from the system to an email address. All files automatically receive tags based on the process and source of the file. Metadata about the file must be generated and stored. Authorized users can easily open and search the metadata (attributes) of a file, its history, the previous versions and statuses, of the file if available. The system ensures easy collaboration environment where employees can edit the same file at the same time. As a result of changes on files, versions of that file are created and saved. Files can be accessed, edited, signed and approved in the system without the necessity to download and upload them. Files can be encrypted and decrypted with keys and certificates. Files can be archived and subsequently retrieved from the archive and deleted after the time specified in the archive.

**Desktop**

The system provides access to different functional modules from single (integrated) working environment (user dashboard). The system provides the opportunity to create new functional modules, with the possibility to create a separate, programmed service with a separate interface. The system is equipped with a library of functional modules. For each work screen, there is an opportunity of free arrangement of different processes and functions.

**Information portal**

The system provides an opportunity to make text publications and attach additional files to the publications. Users can place publications under sections and subsections and can add comments to them. The functionality includes editing publication, adding new subsections based on access rights. There is also another environment for text publications without access restrictions.

The system also has a module for classifying and managing files and folders, access to them, archive and retrieve from archive.

**Search**

The system has a flexible search opportunity, which is applicable also by content and metadata. Users have the option to conduct global (within the system) and local (within the page) search (availability of two separate search boxes), however, results should be filtered based on user access rights. Users can apply filters to search results. The search mechanism is scalable and has no restrictions on the underlying volume of data. Underlying data’s volume has no/minor impact on the speed of search results. There is an opportunity to search and find archived files. As a result of the search, the files that match keywords the most appear at the top of the page. The system has the capability to search by tags.

1. **Formal Requirements**
2. Common Requirements
   1. The whole system needs to have the opportunity and full functionality for working in accordance with all principles of BPMN 2.0 standard. The system minimal functionalities are divided into the following sections:
3. Minimum Functional Requirements

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Requirements** | **Description** | **Example** |
|  | Dynamic visual representation of the organizational structure | 1. The software should operate with the list of employees in the organization. 2. There should be an opportunity to add and edit information about the employees. 3. There should be an opportunity to add to the organizational structure vertical and horizontal nodes containing information on subdivisions and users. 4. Functionality to assign a unique identifier to workplaces and employees. 5. Functionality to search employee profiles. | 1. The administrator can modify the organizational structure by adding and changing the information on every employee. 2. Information on all departments and subdivisions can be accessed from the organizational structure. By clicking on the icon of a position (for example, Assistant to Governor, name, surname) or via searching an employee name the user can see the information available about the position and the employee based on their access rights. |
|  | People profiles | 1. There should be an opportunity to create profiles both for current and former employees and also for applicants who did not get recruited yet. 2. Profiles should include personal information, skills, work experience, education, performance, etc. | After collecting the data of a new applicant, the system automatically creates a profile of the applicant and later the profile can be evaluated and given the status of an employee by assigning the role of a current employee. |
|  | Electronic forms/templates | 1. Forms can be designed using ”low-code” or ”no-code” principles. 2. Pre-set rules should be available for filling in forms, including but not limited to choosing from the available list of options, allowed values, and fields available as a result of integration with other systems. 3. Users should be able to create forms without any limit on the number of fields. 4. The software should allow disabling both full and local automation. It should enable the manual entry of data and uploading of various files. 5. The system provides an opportunity to design forms of document cards to create or upload a document or a file. | a) An example of a pre-set rule can be a restriction that a file attached to the form can only be .docx. |
|  | Document generation from electronic forms | 1. A document template can be created in the system with editable fields, which can be filled in from the fields of a form. 2. After filling in a form users should be able to download it as a file. | 1. In the "Document Reconciliation and Task Management" process after selecting form type and filling in the fields, the user may download a .docx file with completed corresponding fields and pre-defined structure. |
|  | Communication between users in electronic forms. | 1. Participants can add comments in a specific comments section of a form and receive notifications about other comments on the same form on a real-time basis. | 1. In the “Document Reconciliation and Task Management” process all the board members can add comments in the comments field of the draft file of a “Board decision” form and receive notifications about comments of other board members including replies to their comments and new ones, which will be saved in the history of the relevant filled in form. |
|  | Work with various types of data and files | 1. The software should provide the functionality of working with any data either manually entered or calculated in the system or with data available through integrations or any other externally available data. 2. Files can be automatically grouped based on file metadata. | 1. Users can sort files in the system based on source, authors, etc. 2. b) Job applications received via integrated software get stored in the respective fields of a new applicant profile and the HR employee after receiving the application can read all the received information on user profile. |
|  | Link between various documents | 1. Availability of links to related files in documents/electronic forms. | 1. A "Governor’s decision" document can be created on the basis of a "Mail" received, as a result of which a link to the other document appears in the details of the two documents, from which it is possible to transition to that document. |
|  | Metadata | 1. The software should generate metadata about files and processes. 2. Functionality to search metadata should be available. 3. All attached documents should have accompanying (meta) data and version history. | 1. When a user receives a document from another user, the source, date of creation of the, author, recipients, last modifier, last modification date, file size, versions, document reference number, document outgoing ID, subject, entry date/time, etc. are available for the receiver. |
|  | Designing new processes | 1. Users should be able to design, upload, verify, and implement processes according to the BPMN 2.0 standard with at least a visual drag-and-drop approach. 2. Process management interface with the availability of responsible (initiating, approving, declining), accountable, supporting, consulted and informed roles. 3. During the creation of processes, it should be possible to describe different scenarios, the terms of which can be numerical constraints, information checks or constraints which became known before branching, or the result of a programmed algorithm. | 1. Sending notifications to users with the relevant roles according to the information channel in the process. 2. In the “Document Reconciliation and Task Management” process’s “Governor’s decision” type, the process designer modifies the process and sets separate user groups that will have the initiating, approving, declining roles. 3. If the surcharge calculated based on the value of the cost and the field of sale price exceeds 10%, the system automatically approves. The approving user may disable and enable the rule again. |
|  | Process analysis | 1. The system should conduct continuous analysis of all processes to assess their effectiveness. | 1. The software continuously conducts the queue analysis and calculation of process duration, compares it with normative indicators. Mentioned comparison is available for users and other calculations. |
|  | Automatic execution of processes | 1. Processes can be initiated by users and triggered by predefined events or external signals. | 1. In case of receiving an email/message, the process automatically starts. |
|  | Process modification | 1. All processes can be modified via the process management interface and the results can be reflected in real time. 2. Modification can be applied to the operating version of a process after approval by authorized users, if there are users with appropriate rights. 3. Immediately after approval, changes to a process should go live and all subsequent entries must go through the new process. | 1. After adding a new approver to the implemented/running process, a new application will be sent to the newly added approver for approval. |
|  | Designing/configuring processes by defining CRUD modes of forms and documents | 1. Forms can be accessed with different roles such as creating, reading, updating and deleting. 2. Users can define to which roles in the process or based on which user parameters those rules should be applied to. 3. While attaching a file users should be able to define if it’s editable or read-only based on their permissions in the process. | 1. When designing “Board decision” form the user sets the Reviewer’s role as reading and for the Approver process role sets, reading, updating and deactivates creating and deleting modes. |
|  | Automatic process versioning | 1. After each change to an implemented process the previous version of the process should be saved in the archive of processes. 2. There should be a functionality to always roll back to any earlier process version. | 1. In the process “Document Reconciliation and Task Management” after removing the role of the Approver from a running process and saving the new process a new version of the process gets generated in the system, and after running the new version the previous one gets stored in the archive. It is possible to restore any version of the same process stored in the archive. |
|  | Process linking/connecting | 1. The software should allow linking different processes together. 2. The end of one process can be the start of another or several processes. | 1. The end of the process “Reception and processing of correspondence addressed to the Central Bank" can trigger the start of the process “Document Reconciliation and Task Management”. After receiving a task the user can see what has triggered it and by clicking the link to the process the user can easily shift to the specific initiation of the “Reception and processing of correspondence addressed to the Central Bank" process. |
|  | Dependencies between tasks/actions | 1. Users can set task or action dependencies: finish-to-start, start-to-start, finish-to-finish and start-to-finish dependencies. 2. Users should be able to see dependencies between tasks/actions if there are any. 3. Tasks or actions can automatically start based on dependencies. 4. Status change in process, form or document can trigger system actions. | 1. In the process “Sessions” while drafting the resolution the Initiator adds tasks to the draft form and sets dependencies between tasks for different assignees, for example by choosing the end of one task as a trigger for the start of the other. |
|  | Application (filled in forms) statuses based on the process stages | 1. The software should automatically reflect application statuses based on the progress of the process. | 1. When a user fills in a hiring application in “Hiring and onboarding” process, after saving it the status of the application gets displayed as “In progress”. |
|  | Multi-factor authentication | 1. The software should provide the functionality to configure a process or a role to be identified with two or more authentication checks while performing an action in the system or within a process such as a static password and one-time password generated with a token or received by SMS or email and fingerprint authentication, etc. | 1. Approval of actions by entering a static and a one-time password received via SMS. |
|  | Time limits on process stages | 1. Functionality to define a time-consumption norm for any stage of a process. 2. Reflection of calendar in processes and functionality to define a deadline by taking into account the non-working days. | 1. Addition of normative time consumption of the approval stage, as a result of which it will be possible to filter from the processes the applications, which have exceeded normative time consumption, as well as provision of summary on given deviations in real time. 2. Automatic transfer of the deadline for the execution of the order, if a number of days, rather than a deadline, has been set for the execution of the work, and if during those days some working days have become non-working days. |
|  | Restriction on access to process stages and fields | 1. Visibility restrictions can be set on form fields based on process role or any other user parameter. 2. Each user can have access to various levels of process visibility based on the groups or process roles they are in. | 1. Calculation of the total cost, the value of components of the total cost will be visible for some participants of the process, whereas for others only the final calculated total cost will be visible. Some users will not have access to this process at all. |
|  | Notification/messaging functionality | 1. Sending notifications/messages about application status changes to participants of a respective process stage. 2. Sending notifications/messages about application’s all status changes, to participants with respective permissions. 3. Sending notifications/messages about application status changes both within and outside the system via other integrated systems. | 1. Notifying the HR employee about a new leave request on their stage within the system and by email and informing the Initiator of the request about each status change and stage of the request. |
|  | Export identifier | 1. The system automatically generates an export identifier that includes information on the document identifier, when, by which user, and which computer the file was exported to or printed from. 2. Functionality to automatically print a unique identifier and file name on the document when printing and in the document when exporting it from the system. 3. The option of printing an identifier can be disabled by users. | 1. Each time a file is exported, the print identifier automatically appears in the file. When a user attempts to print that file from the system a unique identifier and file name get automatically printed on the document in QR code format. |
|  | Processing and managing various formats of files | 1. Ability to download, upload, save, open, share, attach, search, filter and archive files of various formats including but not limited to .doc, .docx, .xls, .xlsx, .vsd, .vsdx, .ppt, .pptx, text, mp3, mp4, html, xml, formats. 2. Functionality to export information with "open" standard. 3. Files can be sent to an email address from the system. 4. All files should obtain tags based on process and file source. 5. Users with access can easily open the metadata. 6. Each document should have its own sequence of statuses (e.g. draft, reviewed, rejected, updated, approved). 7. Functionality to delete and edit file metadata based on permissions. | 1. When a user uploads a file into the system (for example, attaches a file to the process), the participants of the process can open and download the attached file. |
|  | File versioning and control | 1. Functionality to generate and keep versions of a file after making changes and saving them. 2. Functionality to enable and disable file versioning. 3. Functionality to see and recover previous versions of a file. 4. Functionality to track changes made to a file. 5. Functionality to manage access to previous versions of a file. | 1. In case of enabling the version saving functionality, the user may further see what changes have been made to the file. Upon opening a file, a user with appropriate permissions may open the file version history and may replace the current version with the previous one. |
|  | Archiving, retrieving and setting retention dates | 1. Functionality to automatically archive files by setting deadlines and restore them when necessary. 2. Users with appropriate permissions can set different retention dates for files in the archive after which the file automatically will be deleted. 3. Files can be retained in the archive with controlled access until the retention date. 4. Functionality to automatically delete files in archive immediately after the file retention date expires. | 1. When a scanned digital version of a paper-based document is entered into the system, an archiving deadline is set for the files. When a file expires, it is automatically archived. Each document is retained in the archive with controlled access rights until its retention date. The file gets deleted when it expires. |
|  | File library | 1. A module for the classification and management of files and folders. 2. Ability to manage archive and restore folders from the archive. 3. Functionality to manage access to folders. 4. File classification based on metadata or other parameters. | 1. By clicking on the icon of File library, the user enters into an environment where all folders available for the user are placed with predefined arrangement. 2. b) Users can create new folders and edit/delete them based on access rights. |
|  | File identifiers and tags | 1. Users can create and attach tags to files manually. 2. Functionality to group files based on tags. 3. While creating or uploading a file a document identifier can be automatically generated or manually entered and displayed in the document card. 4. Unique identifiers get generated for uploaded, received, and created files. | 1. When a user uploads a xyz.docx file into the system, a unique identifier is automatically generated with predefined algorithm and attached to it. The user can create a custom tag “Invitations” and add this tag to the uploaded xyz.docx file. |
|  | Unique identifier for incoming files | 1. Unique identifiers should be automatically generated for incoming files based on below described algorithm. 2. When entering into the system documents addressed to the Central Bank from the Government (via Mulberry system) the system should generate a unique code for the file which should be comprised of three parts. In the first part <GOV> is written, which indicates the source of the document; it is always <GOV> in case of files that come from the Mulberry system. 3. Mail received via the e-mail licensing@cba.net also must obtain a unique number, in case of which <EM\_LIC> is always written in the first part, which indicates the source of the document. 4. Mail received via the e-mail secretariat@cba.am must obtain a unique number, in case of which <EM\_SEC> is always written in the first part, which indicates the source of the document. 5. In case of entering into the system documents coming from other channels, the first part of the unique number <ND> is always written in the first part. 6. The date of receipt is written in the second part, which is generated in the ddmmyy (day, month, and year) format. 7. In the 3rd part of the name, the serial number is indicated, which is comprised of 8 digits. According to the following logic, the serial number of the first file must be <00000001>. 8. The three parts are separated by <\_>sign. 9. Functionality to define a new algorithm of identifier generation for correspondence received to CBA via other sources. | 1. Example of a unique number of a file from the Mulberry system which came on 25th of May on 2022, and was the 11148th correspondence from the Mulberry system: <GOV\_250522\_00011148>. 2. Example of a unique number of a file to secretariat@cba.am e-mail address which came on 22th of April on 2022, and was the 23750th correspondence received via secretariat@cba.am: EM\_SEC\_220422\_00023750. 3. Example of a unique number of a file to the e-mail came on 22th of April on 2022, and was the 23750th correspondence received via licensing@cba.net: EM\_LIC\_220422\_00023750. 4. Example of a unique number of a file that came from other sources came on 18th of June on 2022, and was the 111256th correspondence received: <ND\_180622\_00111256>. |
|  | Identifiers for applications, records and files | 1. Functionality to define an algorithm of identifier generation. 2. Applications (filled-in forms) should receive unique identifiers. 3. Form elements (records) can receive unique identifiers. 4. Identifiers can become machine-readable through QR code, barcode, RFID, NFC, etc. codes. 5. The software should provide the functionality to identify an application, file, or a record as a result of scanning machine-readable identifiers with an appropriate device. 6. It is possible to find the digital version of a document based on the unique identifier on a hard copy. | 1. The QR code generated based on “EM\_LIC\_220422\_00023750” identifier which was generated based on the e-mail that came on 22th of April on 2022, and was the 23750th correspondence received via [licensing@cba.net](mailto:licensing@cba.net) is added on the file. 2. Printed version of the file includes the above mentioned QR code. While a user holds the QR code scanner on the printed document, the digital version of the file opens in the system. |
|  | Process, project and task visualization | 1. Functionality of task, project, and process representations in Kanban boards and other visualization techniques. 2. Color differentiation based on task statuses and importance. | 1. HR employee can see on Kanban board all “Leave request” that are in received, in progress, approved and rejected stages. In order to follow the progress of “Leave request” application Initiator can see the current stage, the upcoming stages and previous approvals. |
|  | Reporting and analytics | 1. Functionality to create detailed reports on processes, users, functional modules. 2. Access restriction functionality to reports based on user permissions. 3. Users can download reports from the system in various applicable formats. 4. Templates for creating reports are available in the system. Users can change the templates and create new ones without the need to write code. 5. Functionality to design charts or other graphs by “low-code” or “no-code” principles with the ability to choose a graphical representation of reported data. 6. There is a data filtering mechanism for reports. 7. The system has the functionality of creating RASCI matrix. | 1. HR manager downloads a report including information on number of Leave requests received by all users in the recent month, the number of approvals, rejections and in progress applications with a graphical representation of Pie chart. |
|  | Dynamic (low-code) charts | 1. The software provides an opportunity to visualize and work on dynamic charts. 2. Functionality to filter data with slicers. | 1. A user enters the "Reports" section and selects the quantitative graph of the assignments executed on a daily basis, then deselects a functional unit to exclude data from overall calculation and the visualization of the graph gets instantly updated. |
|  | Search | 1. The search mechanism has the functionality to detect and show all data that meet the search parameters. 2. The software has the functionality of global (within the system) and local (within a running module) search within user access rights (availability of two search boxes). 3. Functionality to search archived files. | 1. When a user enters a query “announcement” in the global search box, all the files which contain that word are listed as a result of the search. |
|  | Sorting and filtering search results | 1. Filtering search results at least based on process, file, application parameters. 2. Available parameters can be limited by system administrator. 3. Search results should include but not be limited to sorting based on character match percentage. 4. Users can at least apply oldest to newest, a to z, and smallest to largest sorting on search results when applicable. | 1. A user entries “currency” query in the global search box and filters search results by choosing “Governor’s decision” document type and last modification date as “10/06/22”. As a result the system shows all “Governor’s decision” document which were last modified on 10/06/22 and include the word “currency”. 2. The search results were sorted based on the highest character match percentage with the query “currency”. |
|  | Functional modules | 1. The software should provide an intuitive and user-friendly interface that allows to create new functional modules or components using at least visual drag-and-drop interfaces, pre-built templates, and pre-defined business rules. Users should be able to easily add, arrange, and connect components to define the module's functionality. 2. The software should provide a library of pre-built components, such as forms, buttons, data tables, dashboards, reports, workflow elements, and integration connectors. These components can be used to assemble the module's user interface and define its behavior. 3. The software should provide a way to define business logic and rules within the module. Users should be able to set up conditional statements, calculations, validations, and other logical operations with “low-code” or “no-code” approaches. | 1. The user creates a new module called “Applicants” and designs so that all new job applications are collected there, creates a table with columns ”position”, “applicant name”, “date applied” and “application deadline”, “hiring process”. By clicking on an entry in “applicant name” column, the user enters to that applicant’s profile where all the information collected via application is stored. |
|  | User mentioning and links to user profiles | 1. Functionality to mention users about which the mentioned users will receive a notification. 2. Functionality to shift to the user profile by clicking on the user identifier. | 1. When a user enters @namesurename1 user identifier in the Corporate Portal`s Projects feed the respective user receives a notification and via clicking on the notification gets transferred to the specific part of the feed they were mentioned. |
|  | Interface languages | 1. The user interface is fully available in Armenian, Russian and English with the same interface design, and functionality. | 1. By clicking on the languages icon, the user selects the Armenian language, the system language (interface) changes from the previous language into Armenian. |
|  | Interface letter size | 1. The software provides a way to change the interface letter size through a user-friendly interface, such as a settings or preferences menu. 2. Users can increase or decrease the letter size of all interface elements. 3. Changing the interface letter size does not affect the functionality or usability of the software. 4. The software maintains the selected letter size even after the user logs out and logs back in. 5. The software provides a way for administrators to set a default interface letter size for all users or for specific user roles. | 1. Users can increase or decrease the font size of the interface elements such as menus, buttons, and text size, etc. |
|  | Communication portal | 1. Functionality of creating and categorizing discussion topics or threads with the flexibility of adding/removing members. 2. Availability of a communication environment for all users to post their messages within existing discussion threads or reply to other users' posts. 3. Users can attach files, images, or multimedia content within their posts. 4. Functionality of voting within a discussion. 5. Functionality to search within a discussion. | 1. User creates “Project 1” discussion group and adds User1 User2 and User3 to the discussion group. When one of the users writes a message in the group other members receive a notification. |
|  | Work screen modifications | 1. Functionality to switch between multiple functional modules within the same environment. 2. Real-time update and representation of notifications addressed to users on a work screen. Numerical reflection of the number of new notifications. 3. Access to functional modules can be restricted based on permissions. | 1. The user can enter to separate functional modules such as Documents, Reports, Tasks and Projects within the same environment. 2. b) An icon in the home screen of the system draws 10 as the number of notifications a user hasn’t opened yet. А newly received notification will change the number to 11. |
|  | Information portal | 1. Users or process actions can make publications, and attach files to the publications. 2. Opportunity to post publications under sections and subsections. 3. Opportunity to edit, add and delete subsections according to user roles/access rights. 4. Opportunity to write comments on publications. | 1. A user enters into “Information portal” module where the most recent publications listed. Also the same window includes a list of sections like “Decisions”, “Rules” where Information materials such as “Governor’s decisions”, “Board decisions” are categorized in subsections. By selecting the "Governor’s decisions" section, the user can see the decisions listed by date, after opening the publication the user can write comments on the publication and read the comments by other users. |
|  | Meetings module | 1. Functionality to appoint meetings (availability of calendar) and set recurring meetings. 2. Functionality to create reusable meeting types and add permanent members to those. 3. Functionality to create agendas, add topics, and assign time slots. 4. Functionality to attach files to meeting agendas. 5. Functionality to take notes, record decisions, and assign action items during meetings. 6. Functionality to vote electronically in real-time. | 1. A user creates a new meeting. Then selects a date for the meeting on the calendar and sets the agenda. During the meeting participants vote on the draft resolution. All the members in real time see the voting results. |
|  | Meeting room reservation module | 1. Functionality to create meeting rooms by adding a unique identifier, location, and description. 2. Users based on their permissions can make reservations within available slots of a meeting room. 3. Users can make recurring or several reservations of meeting rooms with a single application. 4. Users can see the occupancy of the room. 5. Users can see information on the purpose of the meeting and the user who made the reservation. 6. Functionality to check available rooms for a selected time period. | 1. A user selects a meeting room then clicks on an available time slot, indicates the time period, participants (optional), the purpose of booking the room and saves it. After saving the room in the mentioned time slot is unavailable for reservation by other users. |
|  | Mobile application | 1. The mobile app should enable users to manage their assigned tasks within the business processes. This at least includes viewing task details, updating task status, setting deadlines, and assigning tasks to other users. 2. Users should receive real-time notifications and alerts at least about pending tasks, deadline reminders, or application stage updates. 3. The mobile application should allow users to fill in digital forms, upload documents and attach them to the relevant tasks. | 1. A user receives a notification on the mobile application about a new task, opens the notification and checks the information about the task such as who assigned it, when and the subject. After doing the task the user opens it and marks it as completed. |
| Below in Table you can find processes required to be implemented in IMS. | | | |
|  | | | |

1. Architectural Requirements to be met by the IMS

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| --- | --- | --- |
| **No.** | **Requirements** | **Description** |
|  | Operational system, Windows Server 16 or 19 desirable | It is desirable the system smooth operation on Windows Server 16 or 19 |
|  | Database requirement: DBMS, MS SQL SERVER desirable | The system needs to be linked at least with one of the following databases: DBMS, MS SQL SERVER, Oracle, PostgreSQL, MySQL-Maria DB |
|  | Flexible monitoring system is integrated | A flexible monitoring system with filters (also monitoring of specific components, for example monitoring of the work process) to minimize the time consumption for searching and handling failures, determining the causes of failures, and carrying out filtering of messages on events. |
|  | 24/7 availability | The system must ensure the capability to function 24/7, ensuring business continuity |
|  | System recovery tools. | Upon required access, the users can recover any information loss of the system |
|  | System administration tools | System administration tools are fully available (user registration, assignment of user rights, user substitution, maintenance of directories) |
|  | Tools for ensuring system performance | The tools for ensuring system performance is provided by the Proposer |
|  | Combination options include arbitrary use of the Client/Server, N-tier, middleware architecture and service-oriented architecture (SOA). |  |

1. Systems Administration, Integration and Management Functions Required to be met by the IMS

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| --- | --- | --- | --- |
| **No.** | **Requirements** | **Description** | **Example** |
|  | The software provides the opportunity to separate access rights/roles of users | 1. Data, access roles/rights of users and the structure of the organization are entered into the system for the purpose of user and role management. 2. Possibility to import the mentioned information into the system both manually and from other systems via automated enquiries (AD, SSO, etc.). 3. Data may be retained both within the system and be received automatically from other systems. 4. A successful user registration assumes regulations on all possible access rights/roles, as well as attachment to this or that branch of the structure. | A newly onboarded employee gets access rights to general processes and functional processes which are in the scope of his/her responsibilities from the AD. |
|  | The software provides availability of links to accessible services on the work scree | 1. Creation of buttons and management of access to them | In case of integration with another system, the functionality to have access to the system and managing the access of the link/button in order to use it, and functionality to give access to the user according to the role or directly. |
|  | The software provides the functionality to log all actions of users in the system | 1. Logging of user actions in the process and functionality to use them during the design and application of processes. |  |
|  | The software maintains an audit trail of all file extractions, | 1. Extractions including the user who performed the extraction, the time and date of the extraction, 2. File extracted from the system should bear enough information to identify the user who has extracted it, any changes to that information should result to an unusable/corrupted file. | If a user downloads a file from the system, user’s unique signature is attached to the file. |
|  | The software provides the functionality to manage event logs | 1. Functionality to manage and monitor events defined in the system (including errors and restrictions emerged during work). 2. Error grouping and addressing to various administrator groups. 3. Functionality to integrate with SIEM (Security information and event management). | Separation of errors of combinations with services from the error of access to the database and addressing to various administrators. |
|  | System administration and monitoring window is available in the software | 1. Reflection of information on the operability of the system in real time | Graphic projection of performance and errors in real time. |
|  | Access roles/rights can be delegated in the software | 1. Delegation of competences over current issues, files, IT units in case of structural changes of subdivisions, users. 2. Functionality to attach a permanent or temporary substitute user and indicate a substitution period, while keeping the access of all users. 3. The substitution functionality may be enabled both from the work screen of the user and a supervisor one level higher from the latter or of the system administrator. 4. In case of each substitution, a respective message is displayed on the screen of the substituting employee, which may be accepted for execution or returned by adding relevant notes. Substitution applications accepted for execution enter into force in the indicated time periods. 5. Activation of substitution assumes provision of all competences of the substituted user or a part thereof to the substituting user or users. | Delegation of competence provided to the employee to another employee in case of suspension of his or her competences.  Placement of the employee in another structural unit jointly with the objects delegated to him or her or without them in case of structural changes.  In case of temporary substitution, the work screen is separated into main and substitution parts which show the relevant information separately. |
|  | Functionality to use account records of the local network domain of the CBA in the system for user registration |  |  |
|  | The IMS system must support the following technologies/protocols for integration with external systems | 1. API protocols (REST, SOAP, RPC) 2. FTP/SFTP, 3. Direct access to the database of any technology 4. MQ technologies |  |
|  | The system must support the following data transfer formats | 1. XML 2. JSON 3. CSV |  |

1. Performance Requirements of the IMS

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirements** | **Description** |
|  | The software can provide quick and uninterrupted service to at least 720 users. (Maximum quantity - 800-1000). Number of simultaneously working users per minute is 300. |  |
|  | The system has short response time | Maximum response time to an action performed by the user in the system to be 0.1 seconds, provision of the result of the action to an interface accessible to the user is carried out within not more than 3 seconds, within at least 10 years from the moment of introduction of the system. |
|  | The software has the ability to scale up to accommodate large files without any performance issues | The software can handle increasing amounts of data without impacting the speed or reliability of the system. |
|  | The software is not browser-dependent and can be accessed by users from different devices and platforms | Cross-browser compatibility: The software is compatible with all major web browsers, such as Google Chrome, Mozilla Firefox, Microsoft Edge, Apple Safari, etc. |

1. Security Requirements of the IMS

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Requirements** | **Description** | **Example** |
|  | The software provides information exchange security between the user and server |  |  |
|  | The software provides the functionality to limit the size, other format standards relating to attached files |  |  |
|  | System Disaster Recovery Plan |  |  |
|  | The system has the functionality of decoding, encrypting and decrypting files | File coding and file decoding encryption and decryption functionality with the help of keys | When a user receives a coded (encrypted) file, he or she attempts to open the coded file via a key and the file opens successfully. He or she decrypts with the help of an existing encryption key.  When attaching the file, he or she encrypts it with a relevant encryption key |

1. Other Requirements

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirements** | **Description** |
|  | Account Management | 1. The information system provides tools to automated account management includes create, enable, modify, disable, and remove accounts. The information system must enforce “two persons” principle, where the first person performs account creation or modification and the second person approves that action. The same procedure should be implemented during the access rights assignment process. 2. The information system provides registering Microsoft AD accounts. 3. The information system provides Role-based access control (RBAC) to objects and system functions based on the defined roles (i.e., job function) of the users. 4. The information system enforces separation of duties through assigned access authorizations. 5. System access control must follow the principle of least privilege, allowing only authorized access to users (or processes acting on behalf of users) that are necessary to perform organizational tasks. 6. The information system limited of consecutive invalid logon attempts for not domain users. |
|  | Access Enforcement | The information system must enforce assigned authorizations for controlling access to the system. Access enforcement mechanisms (e.g., access control lists, access control matrices, cryptography) should employ to control access between users (or processes acting on behalf of users) and objects (e.g., devices, files, records, processes, programs, domains) in the information system. The information system restricts access to privileged functions (deployed in hardware, software, and firmware) and security-relevant information to explicitly authorized personnel. |
|  | Information Flow Enforcement | The information system enforces assigned permissions and preconfigured connection parameters to control the information flow within the system and between interconnected systems. Enforcement includes prohibiting information transfers between connected systems (i.e., allowing access only), verifying write permissions before accepting information from another security or privacy domain or connected system.  Before transfer or receipt information all dates (including metadata and the data to which the metadata applies) is subject to inspection by system. |
|  | Unsuccessful Login Attempts | 1. The information system enforces a limit of given number of consecutive invalid access attempts by a user. 2. The information system automatically delays next login prompt according to system settings or locks the account until released by an administrator when the maximum number of unsuccessful attempts is exceeded. |
|  | Concurrent Session Control | The information system limits the number of concurrent sessions for any user to given. |
|  | Session Termination | The information system automatically terminates a user connection session after given period of inactivity. |
|  | Automated Marking | The information system marks output using standard naming conventions to identify any special dissemination, handling, or distribution instructions. |
|  | Auditable Events | 1. The information system generates audit records for the following events: 2. Establishing, activating, modifying, reviewing, disabling, and removing accounts. 3. Create, modify, and access to protected objects 4. Login and logout events 5. Unsuccessful login and access attempts |
|  | Content of audit records | 1. The information system produces audit records that contain sufficient information to establish what events occurred, the sources of the events, and the outcomes of the events. 2. Audit record content includes: 3. date and time of the event; 4. the component of the information system; 5. type of event; 6. user/subject identity; 7. the outcome (success or failure) of the event. 8. The information system provides the capability to include additional, more detailed information in the audit records for audit events identified by type, location, or subject.   The information system provides the capability to centrally manage the content of audit records generated by individual components throughout the system. |
|  | Response to Audit Processing Failures | 1. The information system alerts appropriate organizational officials in the event of an audit processing failure. 2. Audit processing failures include, for example, software/hardware errors, failures in the audit capturing mechanisms, and audit storage capacity being reached or exceeded. The information system provides a warning when allocated audit record storage volume reaches given size. |
|  | Audit Reduction and Report Generation | 1. The information system provides an audit reduction and report generation capability. 2. The information system provides the capability to automatically process audit records for events of interest based upon selectable, event criteria. |
|  | Protection of Audit Information | The information system protects audit information and audit tools from unauthorized access, modification, and deletion. |
|  | Non-Repudiation | The information system provides the capability to determine whether a given individual took a particular action. |
|  | Least Functionality | The information system should provide the opportunity to configure only essential capabilities and specifically prohibits and/or restricts the use of all not necessary functions, ports, protocols, and/or services. |
|  | Transmission integrity | The information system protects the integrity of transmitted information. The information system employs cryptographic mechanisms to recognize changes to information during transmission unless otherwise protected by alternative physical measures. |
|  | Transmission confidentiality | The information system protects the confidentiality of transmitted information. The information system employs cryptographic mechanisms to prevent unauthorized disclosure of information during transmission unless otherwise protected by alternative physical measures. |
|  | Information accuracy, completeness, validity, and authenticity | The information system checks information for accuracy, completeness, validity, and authenticity. |
|  | Configuration settings | The Proposer:   1. establishes mandatory configuration settings for information technology products employed within the information system; 2. configures the security settings of information technology products to the most restrictive mode consistent with operational requirements; 3. documents the configuration settings; and 4. enforces the configuration settings in all components of the information system. |
|  | Information system component inventory | The Proposer develops and provides a current inventory of the components of the information system and relevant ownership information. In accord with policy use of the open source software is not recommended. The versions of thirds party software using as components of the information system cannot be out of date and must not have end of support expiration date. |
|  | Information system recovery and reconstitution | The Proposer provides mechanisms with supporting procedures to allow the information system to be recovered and reconstituted to a known secure state after a disruption or failure. The Proposer includes a full recovery and reconstitution of the information system as part of contingency plan testing. |
|  | System maintenance policy and procedures | The Proposer develops and provides: (i) a formal, documented, information system maintenance policy that addresses purpose, scope, roles; and (ii) formal, documented procedures to facilitate the implementation of the information system maintenance policy and associated system maintenance controls. |
|  | Timely maintenance | The Proposer provides maintenance and support for the agreed period. |
|  | Information system documentation | The Proposer provides to authorize personnel, adequate documentation for the information system. Documentation includes administrator and user guides with information on: (i) configuring, installing, and operating the information system; and (ii) effectively using the system’s security features. |
|  | Developer configuration management | The Proposer creates and implements a configuration management plan that controls changes to the system during development, tracks security flaws, requires authorization of changes, and provides documentation of the plan and its implementation. |
|  | Security engineering principles | The Proposer design and develops the information system using security engineering principles. |
|  | Third party license | In case third party license needed CBA does not have any obligation for accepting Proposer’s offer regarding it. |
|  | For the users the software is easy to use | Users can easily find the modules they need and know what steps to take next due to intuitive design.  The UI and UX of the software will be evaluated by a committee. |

1. General Technical Requirements

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirements** | **Description** |
|  | Program codes used in the system are the last possible versions. | Program codes used in the system and other programs necessary for the normal operation of the program (including supplied by other organizations) — program codes, data base, etc., must be the last versions possible at the given moment, as well as there must be no information on them (manufacturer's official statement, publication, etc.) about termination of their production and/or maintenance. |
|  | The supplier must submit a system implementation plan. | Implementation plan includes at least the following:   1. Scheme of connection and location of system components; 2. Description of network connections; 3. Description of data flows; 4. Configuration files and their description; 5. Description, list and necessary volumes of components of resources supplied by third parties/suppliers, used for system maintenance and ensuring of operability. |
|  | The supplier forms "Testing" and "Production" environments with the participation of the client specialists. |  |
|  | Ensure at least 1 year warranty service of the created "Production" infrastructure. |  |
|  | 1. If the system uses cloud technologies such as kubernetis, docker, elasticsearch, kubana, etc., the mentioned technologies must be acquired by the client and from the supplier selected by the client. 2. If the system requires application of docker-images for its operation, the sources of attachment/use of those docker-images must be trusted (Docker Trusted Registry), and the docker-images have. 3. If the system uses modified customized docker-images in its operation, which have been created, those customized docker-images must also have an e-signature verifying the authenticity. 4. The process of elimination of vulnerabilities detected in the customized docker-images must be ensured by the company designing the system. |  |

1. Service Specifications – Supply & Install Items

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Requirements** | **Description** | **Example** |
|  | The software can be integrated with other systems | 1. The system can collect information from other systems and transfer information to other systems as a result of combination with them and/or other intermediary systems. 2. Unlimited integration capabilities with other systems. As a result, automatic receipt of information from systems, provision of information to other systems, process initiation based on information received from other systems. 3. Identification and logging of information flows. | Receipt of information via the API and process initiation or suspension or status change based on the received information, as well as reflection and use of the received information as in case of information created within the system. For example, generation of expenses for calculation of asset prime cost via the API, its reflection on any user screen of the system, application of the service making the calculation of the prime cost based on that information, reflection of the calculated prime cost to another system via the API. |
|  | The software can be integrated with systems ensuring e-signature | To use the certificates provided by the internal certification center of the CBA and other certification services (for example, EKENG, DocuSign eSignature, Adobe Sign, SignNow, HelloSign, GlobalSign Digital Signing Service, Citrix RIghtSignature) for electronic signing of documents without exporting from the CBA servers | When opening a document attached to a process, the user clicks the "Put-signature" button and an e-signature appears on the document after clicking. |
|  | Scanned documents can be imported directly into the system | 1. Functionality to classify scanned documents, search for content and to code files. 2. Integration with scanner, printer. 3. Functionality to import documents into the system in high quality. With functionality of queues of scanned documents. | When the user imports a document into the system via a scanner, the document receives a unique code.  When an employee searches the document code in the system, he or she is able to find the document according to the code attached to the documents |
|  | The system has the functionality of running an uploaded Office (e.g. Word) file without the need of downloading it and can be integrated with at least Microsoft Office 2013, Microsoft Office 2021, Microsoft 365 and Only Office. | 1. An easy cooperation environment functions in the system — employees can concurrently edit the same file. 2. Making changes on an Office (particularly docx) file attached to a process. 3. Automatic generation of metadata in case of changes as a result of work on a file. 4. Triggering actions or changing a current process as a result of changes made on a document. | When a user has attached a docx file to a process when starting a process, the participant of the process is able to open and edit the attached docx file, and the addressee of the file is able to approve the edit. |

1. Training and Training Materials

These requirements are provided as a guideline only and relate only to the formal training delivered. Additional ad hoc and “on the job” training and use of the Purchaser’s resources as productive team members is a mandatory requirement for full training and subsequent successful handover of the completed and commissioned system.

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirements** | **Description** |
|  | 1. Technical Training for Application Software should cover Architectural Design, Maintenance, Software Updates, Standard Interfaces, Batch Processing, Data Import/Extract/Periodic purge, and Technical Standards. 2. Technical Training for Database Interfaces and Data Management should cover Database Management utilities and tools with associated technical standards and application software tools available within the suite of Database utilities available. Database/Application interface and processing standards and routines should be carefully explained and demonstrated to ensure the development team of the IMS that custom software is efficient and within default international standards within the processing environment. 3. Technical Training for Interface Development should cover Architectural Design, Maintenance, Software Updates, Data Exchange, Data reformatting, Data Import/Extract/ Periodic purge, and Technical Standards. 4. Technical Training for Database should cover Database Management utilities and tools, and all aspects of database administration such as Back-Up, Roll-Back, Recovery, data integrity, Data Synchronisation between Primary/Back-Up 5. Technical and Operational Management Training for Operational Tools should cover Systems Management, Network Management, VPN technology and Intranet, Antivirus, IPS, Firewall, etc. 6. Technical and Management Training for Operators, Administrators and Technical Support covering at least Technical Performance Monitoring, Diagnostic Tools, Common Faults and Remedies 7. Training and mentoring to the satisfaction of the CBA for all users in an effective manner. |  |
|  | Training of CBA technical team; | 1. Perform trainings before the start of handover. 2. Together with the Contracting Authority, the Service Provider will have to prepare and confirm the lists of participants and create training groups. 3. The size of the training group instructed by the Service Provider cannot exceed 10 persons. 4. The Service provider will not prevent the Contracting Authority from filming and photographing the training conducted by the Service Provider. 5. The Service provider will have to ensure participant registration at the time of training. The registration shall record participant‘s name, surname and signature confirming participation in the programme (registration will have to take place on each training day). 6. The Service provider will have to ensure that for each type of training, representatives of the Service Provider will be able to answer the training participants' questions related to actual operations |
|  | Preparation of user manuals and training manuals with the provision for electronic manuals; | 1. The Service provider will have to conduct training and prepare training material in Armenian and English. Training of the Administrator user group can be conducted in English, but translation into Armenian will have to be ensured, where necessary. 2. The Service Provider will have to prepare and confirm with the Contracting Authority the training programme and the training material which shall consist of a set of training themes and practical tasks. No later than 3 (three) weeks before the start of the training (if the Contracting Authority proposes no other time limit) the Service provider will have to confirm the training programme with the Contracting Authority. 3. The Service provider will have to prepare and distribute training material to each training participant (training material in the electronic form). |
|  | All relevant operations and reference manuals and other documentations needed to allow every element of software to be operated to its full potential, are to be provided to users. |  |
|  | Trainings should be performed annually by Service provider upon CBA’s request. |  |

1. Data Conversion and Migration

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirements** | **Example** |
|  | The software has the functionality to download, upload, save, open, share, attach, search, filter, archive files of various formats. | Doc, docx, xls, xlsx, vsd, vsdx, ppt, pptx, text, mp3, mp4, html, xml, etc. |
|  | The software has the functionality to export all information units with "open" (xml, json, file+json, file+xml, etc.) standard. | xml, json, file+json, file+xml, etc. |

1. Documentation Requirements

The following lists of required documentation are provided as both a minimal set and guideline. It is not intended that this list is exhaustive and Proposers should extend this list of documentation to be provided as appropriate.

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirements** | **Description** |
|  | Product Literature | 1. Application Software: Overview, functionality, operations, detailed technical reference, security 2. Program Design, Specification and Solution Code (as a soft-copy) 3. Specifications for messages and files |
|  | End-user Documentation | 1. User Manual data entry guidelines for all core screens and functions 2. User Manual for APIs or Message Specification |
|  | Operational Documentation | 1. Technical Operations Guide - for IMS System Operators and Administrators including periodically schedule maintenance, data archiving, restore facilities, back-Up, trouble-shooting, etc. 2. Technical and operational specifications and guide for new participants |
|  | Product Literature | 1. Operating System: Overview, functionality, operations, detailed technical reference 2. Hardware: Overview, functionality, operations, maintenance and diagnostics, detailed technical reference, upgrade availability, maximum capacity, performance characteristics, etc. 3. System Utility Software: Clustering, Load Balancing, Data Exchange Management and Standards, Performance Monitors, Management Console, Standard Reports, Back-Up and Restore, Partitioning, etc. 4. Network and Systems Management: Overview, functionality, operations, detailed technical reference, Security, configuration management, etc 5. VPN, IPS Management: Overview, functionality, operations, detailed technical reference 6. Firewall: Detailed Specifications, Set-Up and maintenance of the Firewall, Anti-virus and Intrusion Prevention solution proposed. |
|  | Database Documents | 1. Overview, functionality, operations, maintenance and diagnostics, detailed technical reference, upgrade availability, maximum capacity, performance characteristics, back-up, recovery, etc. 2. Full standard sets of all available documentation 3. Documentation for Database Administration and Management facilities |
|  | Operational Manual | 1. Technical Operations Guide for System Operators and Administrators of the IMS 2. Interfaces to Network and Systems Management |
|  | Service Level Agreement (optional) | SLA for the system implementation and post-implementation services according to Bidders’ standards, responsibilities, and assurances. |
|  | Practical Guide for System Administrator, User Guide for support to using the system, and Application Administrator's Guide. |  |
|  | The User Guide must contain the description of actions necessary for ensuring the effective work of users. The guide must contain a detailed description of system capabilities, the level of preparation of the user. |  |
|  | The Application Administrator's Guide must contain a description of the actions upon creation of users, rights and role purpose, substitution of users, and maintenance of directories. |  |
|  | The following must be stated in the System Administrator's Guide: | 1. designation and scope of application of the program (or complex); 2. composition of the program, main principles of its functioning; 3. supply package (if not indicated in a separate document); 4. system requirements for the program or its components; 5. preferred sequence of installation of components; 6. process of installation of the program or its each component; 7. order of the mandatory initial program settings; 8. ways of integration of installed copies of component with each other; 9. program integration with the software, for instance, with the database server; 10. ways and periodicity of control of correctness of operation of the program; 11. order of current maintenance of operating program copies; 12. order of solution of all possible auxiliary tasks; 13. emergency situations and ways of their handling; 14. user interface of the administrative console; 15. command-line utilities and syntaxes of their start; 16. configuration files and rules of writing them; 17. control script writing language. |

1. Testing

|  |  |
| --- | --- |
| **No.** | **Requirements** |
|  | Testing will be undertaken by each relevant party at the appropriate time: Unit Testing, User Testing, Integration Testing, Stress Testing and Final Acceptance Testing. |
|  | Specific Testing will be conducted against detailed Test Plans and scripts which are to be prepared by the Supplier in coordination with the Purchaser, according to a structured testing regime:   1. Functional Testing by module or sub-system 2. Functional and Integration testing of multiple modules and sub-systems 3. Functional and Integration testing of all modules and sub-systems 4. Formal Acceptance Testing covering the fully rolled-out functionality, integration and performance of the solution. |
|  | Testing must be conducted against prepared hard-copy Test Plans which provide for “Yes/No/Comment” by the tester. The status of every tested element must be signed by the tester and certified by the relevant Section Leader with this documentation to be retained in support of relevant invoices to the supplier. |
|  | All test results must be definitively noted and each element tested must be assigned an appropriate classification after testing: Accepted, Errors, Not Available, etc. |
|  | The testing should begin as soon as possible to avoid delays in project progress and related payments to the supplier |
|  | Performance Testing will be undertaken as simulated stress testing to ensure that the specified volume throughput and related response times are achieved. |

1. Technical Support Requirements

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirements** | **Description** |
|  | Within the scope of "Vendor support", the vendor should provide system maintenance for 3-5 years in average | 1. System deployment and configuration. 2. System updates deployment. 3. Free-of-charge design of processes by the supplier upon the client's request x times a year. 4. Bug-fixing. |
|  | A full and complete set of the documentation and code for the implemented solution is to be delivered by the Supplier to the Purchaser together with a copy of all related prerequisite software development tools and utilities, if any, required to change, recompile, install, test and migrate the application software to the production environment. |  |
|  | A full set of related detailed documentation for above mentioned code, its installation, set-up, testing and migration must accompany the required code and related utilities. |  |
|  | A full and complete description and structure of the system database is to be provided. |  |
|  | Technical Support must be available at three levels | 1. First Level (In-house support conducted by the Purchaser): Sufficient training, and all related codes for implemented solution and respective documentation is required to enable the Purchaser’s IT staff to provide this first level support for system operations and problems reported by participants and customers; 2. Second Level (Remote support provided by the Supplier): The Supplier shall provide the required support and maintenance through remote communication methods, such as remote access, email, skype, phone and remote control software; and 3. Third Level (On-site support provided by the Supplier): The supplier must be available in the Project Sites in Armenia at reasonable times to provide prompt expert support which may cause associated charges for time and expenses incurred, to be paid additionally by the Purchaser. |
|  | Warranty and Operational Support: | 1. The Supplier is to provide a warranty for all solution components supplied with the term of the warranty period to match or be for a longer period than the warranty granted by any subsidiary supplier. 2. During the term of the warranty period, the supplier is to act as the Purchaser’s agent for claiming correction of any component supplied and warranted by the supplier - without any additional charges to the Purchaser for fulfilling the corrections for items under warranty. 3. A warranty for the application software is to apply for one hundred eighty (180) days starting from the date of formal Acceptance as recorded at the completion of formal Acceptance Testing. 4. During a warranty period, the Supplier shall provide on-site Operational Support by dispatching at least one specialist (who has participated directly in the software development) to the Purchaser’s Operation Team. The specialist shall operate the system for sixty (60) days with or without the Purchaser’s Operation Team members, and shall supervise operation activities of the Purchaser for the next sixty (60) days. The Purchaser shall operate the system by themselves for the next sixty (60) days under the oversight of the specialist dispatched. Any technical know-how and knowledge shall be transferred to the Purchaser through this joint operation scheme. The Purchaser shall cover relevant actual expenses such as labour cost, accommodation, and per diem for the specialist dispatched by the Supplier. 5. The supplier is to provide a warranty for all solution components supplied with the term of the warranty period to match or be for a longer period than the warranty granted by any subsidiary supplier. 6. During the term of the warranty period, the supplier is to act as the Purchaser’s agent for claiming correction of any component supplied and warranted by the supplier without any additional charges to the Purchaser for fulfilling the corrections for items under warranty. |
|  | Maintenance | 1. Advice of new features, dependencies and related technology requirements associated with the development environment should be advised to the Purchaser to ensure that the Purchaser maintains a full and competent set of tools and capabilities sufficient to guarantee the reliable and ongoing operation of the IMS. 2. A Supplier shall provide maintenance service of the Second Level Technical Support, applicable at least for five (5) calendar years starting from the day after the end of warranty period. During the maintenance period, the Supplier shall use its best endeavours to assist the Purchaser in obtaining relevant knowledge, capacity and experience for software improvement (patch, correction), trouble-shooting and technical assistance when necessary. The Supplier shall provide on-site check-up and preventive maintenance service at least twice a year. The payment will be made quarterly in arrears. 3. During the maintenance period, a Supplier shall accept the request of the Purchaser to provide the Third Level Technical Support. |
|  | Documentation Update | 1. Full detailed technical specification, including all updates, additions, and other changes, are to be provided to the Purchaser before any such update, addition or other change is implemented in the test or production environments. 2. All international and industry standards adopted and any local standards adopted or used must be clearly referenced and accompanied by a full set of detailed specifications for all such standards. 3. Detailed and updated documentation may be provided in Armenian. 4. The supplier’s local technical support agent, if applicable, must remain current and knowledgeable regarding the technical documentation and the hardware and system software environment maintained by the Purchaser. |

1. Demo platform requirements
   1. The Bidder should provide an access to the **DEMO** platform, where the Purchaser's "Trial 1" process is already configured with No code, which should enable the Purchaser to check and make changes to the given process with No code.
2. Project’s tentative Schedule
   1. The Project Implementation will start after contract is signed by both Parties:
      1. Project Kick-off
      2. Final Project Plan (to be confirmed by the Purchaser) – 2 weeks
   2. The implementation schedule for the System - 6 weeks:
      1. System Elaboration – 2 weeks
      2. System Deployment – 4 weeks
   3. The schedule for the Trainings – 4 weeks
   4. The implementation schedule for each process:

Each process should be ready to be deployed sequentially within 4 weeks period after system deployment.

* 1. The Supplier shall be mandatorily present in the Sites for Requirements Identification/Clarification, Acceptance Testing, Training, Go-live and Post Go-live onsite support during the Contract period. The Supplier shall submit detailed plan in the Project Plan.
  2. The Bidder should provide the Project Management Plan and the Project schedule **(up to 20% variation from the Purchaser’s represented tentative timeline is acceptable)** as requested in Section III form 10 (Bidder’s Response to the Schedule of Requirements)**.**

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**Section V – Conditions of Contract (COC)**

1. **Introduction**
2. These General Terms and Conditions (hereinafter referred to as the "Terms") govern the procurement of Design, Supply, Installation, Customization and Post-implementation of Information Management System(hereinafter referred to as the "Product") by the Central Bank of Armenia (hereinafter referred to as the "CBA") from the selected Supplier as part of the Request for Proposal (hereinafter referred to as the "RFP") process.
3. **Scope**
   1. These Terms, along with any specific terms and conditions set forth in the RFP, the Project plan and any agreement reached between the CBA and the Supplier, shall constitute the entire agreement governing the procurement of the Product.
   2. In consideration of the mutual promises, covenants, and agreements contained herein and in any other specific agreements (hereinafter referred to as the “Agreement”) incorporated hereunder, the parties hereby agree that these Terms, together with any such specific agreements, hereinafter shall be collectively referred to as the 'Contract.'
   3. In the event of any inconsistency or discrepancy between these Terms and any specific agreement entered into between the Parties, the Agreement shall prevail over any conflicting terms contained in these Terms.
4. **Joint Venture, Consortium, Business Partnership or Association**
   1. If the Supplier is a joint venture, consortium, business partnership or association, all of the members shall be jointly and severally liable to the CBA for the fulfilment of the provisions of the Contract reached between the CBA and the Supplier and shall designate one party to act as a representative with authority to bind the joint venture, consortium, business partnership or association. The composition or the constitution of the joint venture, consortium, business partnership or association shall not be altered without the prior consent of the CBA.
5. **Pricing and Payment**
   1. The Supplier shall provide pricing details for the Product, including all fees, licensing (if any) and implementation costs, and any additional costs or expenses in accordance with the specifications set worth in RFP.
   2. The payment terms, including any milestones or installments, shall be outlined in the Agreement.
   3. In case of advance payment, the Supplier shall provide a first-demand advance payment guarantee amounting to 100% of the advance payment within 10 (ten) business days starting from the effective date of the Contract. Advance payment guarantee must be valid at least until the 100th day after the last day of full performance of the obligations (particularly, when the system goes live, which is the point at which code moves from the test environment to the production environment and the final act of acceptance is signed).
   4. If the Supplier fails to meet the delivery timeline, the CBA reserves the right to:
      * 1. demand a full reimbursement of the advance payment, secured by the bank guarantee, either from the issuing bank or the Supplier, or

(ii) require an extension of the existing bank guarantee, which shall remain in effect until the Supplier has fully satisfied its obligations under the Contract.

1. **Delivery and acceptance procedure**
   1. After each delivery specified in the Contract the Parties mutually sign an act of acceptance which should be provided by the Supplier.
   2. The Product or any part of it cannot be considered as delivered and accepted without the act of acceptance.
   3. If the CBA provides a statement of reasons for declining to sign the act of acceptance, the Parties shall draw up an act containing a list of required improvements and deadlines for their completion by the Supplier.
   4. After completing the modifications, the Parties sign the act of acceptance in accordance with the Contract.
   5. Regardless of the date of payment for the license, the license can be accepted only after the first process specified in the RFP goes live. Before acceptance of the License, the paid amount for the License is fully refundable if the Supplier fails to perform the Contract.
2. **Licensing and Usage** 
   1. The Supplier grants the CBA a license, if any, to use the Product as specified in the Agreement. The CBA shall not have the right to sublicense or distribute the Product without the Supplier's explicit written consent.
3. **Implementation services**
   1. The Supplier shall provide implementation services according to the schedule specified in the RFP and Agreement. The Parties shall define the scope and responsibilities for the implementation.
4. **Support and Maintenance**
   1. The Supplier shall provide technical and operational support and maintenance services for the Product as specified in the RFP and the Agreement.
5. **Documentation and Training**
   1. The Supplier shall provide documentation and training services as outlined in the Agreement, as well as any specific documentation and training requirements detailed in the RFP.
   2. The documentation shall include, but not be limited to, user manuals, technical specifications, installation guides, and any other documentation necessary for the proper understanding and use of the Product.
6. **Confidentiality**
   1. The CBA and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
   2. The CBA shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the CBA for any purpose other than the performance of the Contract.
7. **Warranty** 
   1. The Supplier shall provide warranties, regarding the performance and functionality of the Product as specified in the Agreement and RFP.
8. **Intellectual Property**
   1. All intellectual property rights in the Product shall remain the property of the Supplier. The CBA shall not reverse engineer, modify, or create derivative works from the Product without the Supplier’s express written consent.
9. **Relationship of Parties.**
   1. Nothing in the Contract shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between the CBA and the Supplier.
10. **Assignment**
    1. Neither the CBA nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.
11. **Termination**
    1. Termination by the CBA: the CBA by written notice sent to the Supplier, may terminate the Contract in whole or in part:
       1. if the Supplier fails to deliver any or all of the deliverables within the period specified in the Contract, or within any extension thereof granted by the CBA and fails to remedy within 14 (fourteen) days after receipt of the CBA’s notice, or
       2. if the Supplier fails to perform any other obligation under the Contract and fails to remedy within 14 (fourteen) days after receipt of the CBA’s notice; or
       3. if the Supplier has engaged in fraud and corruption in competing for or in executing the Contract.
       4. if the Supplier becomes bankrupt or otherwise insolvent.
    2. Termination by Supplier: The Supplier may terminate the Contract, if
       1. the CBA has failed to pay the Supplier any sum due under the Contract within the specified period,
       2. the CBA commits a substantial breach of the Contract and fails to remedy the breach or take steps to remedy the breach within 14 (fourteen) days after receipt of the Supplier’s notice.
    3. In the event of termination of the Contract the CBA shall pay for the actually-delivered services and reimburse expenses incurred by the Supplier. The volume of the performed works is determined by the Parties according to the Supplier's report.
12. **Indemnification**
    1. Supplier’s Indemnification: The Supplier agrees to indemnify, defend, and hold harmless the CBA from and against any and all claims, demands, actions, liabilities, costs, expenses, and losses, including attorneys' fees (collectively, "Claims"), arising out of or in connection with:
13. Any breach of the Supplier's obligations, representations, or warranties under the contract.
14. Any third-party claims that the Product infringes upon any intellectual property rights, including but not limited to patents, copyrights, trademarks, or trade secrets.
    1. The CBA's Indemnification: the CBA agrees to indemnify, defend, and hold harmless the Supplier from and against any and all Claims arising out of or in connection with:
15. Any breach of the CBA’s obligations, representations, or warranties under the Contract.
16. Any third-party claims related to the CBA’s use of the Product, including, but not limited to, data breaches, violations of data protection laws, or misuse of the Product.
17. **The Liabilities**
    1. The Parties may be held liable under the Contract and current legislation of the Republic of Armenia for breaching their obligations under the Contract. Breach of obligations is defined as the failure to perform or improper performance of obligations.
    2. If payment for the Product and services (including any advance payment required by the Contract) becomes late, the CBA shall pay a late fee of 0.1% of the past due amount per each day past the payment due date.
    3. In case of untimely rendering (failure to render) the services or delivering the Product by the Contract, the Supplier is obliged to pay a penalty in the amount of 0.1% of the cost of services rendered or the Product delivered untimely, for each day of delay.
    4. The Supplier cannot be held liable for the failure to perform and/or untimely performance of its obligations under the Contract caused solely by the CBA’s actions or inactions, which resulted in the Supplier’s default on its obligations to the CBA under the Contract. The impossibility to perform the Contract through the CBA’s fault also includes the situation when the CBA, while not declining to perform the Contract, fails to perform its obligations and prevents the performance of the Contract.
    5. The aggregate liability of the Supplier to the CBA, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price except in cases of breach of confidentiality, criminal negligence, willful misconduct, or unintended but reasonably foreseeable (or required to foresee) action that will clearly lead to any losses.
18. **Force Majeure**
    1. For purposes of this Clause, “Force Majeure” means an event or situation beyond the reasonable control of the CBA or of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of reasonable care on the party affected. Such events may include, but not be limited to, war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war, rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts, strike, sabotage, lockout, embargo, import restriction, port congestion, shortage or restriction of power supply, epidemics, quarantine and plague, earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster. Force Majeure shall not include insufficiency of funds, failure to make any payment required hereunder, failure to fulfil the responsibilities of the parties.
    2. If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event. The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract.
    3. No delay or non-performance by either Party hereto caused by the occurrence of any event of Force Majeure shall constitute a default or breach of the Contract, or give rise to any claim for damages or additional cost or expense occasioned thereby.
    4. If the aforementioned circumstances continue for more than 90 (ninety) calendar days, either Party may terminate the Contract without incurring liability for termination hereof, if the Party concerned notifies the other Party about it at least 15 (fifteen) calendar days prior to termination date hereof.
19. **Applicable Law**
    1. The Contract shall be governed by and construed in accordance with the laws of the Republic of Armenia.
20. **Settlement of Disputes**
    1. The CBA and the Supplier shall make every effort to resolve amicably by direct informal negotiation when any disagreement or dispute arising between them under or in connection with the Contract.
    2. If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the CBA or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Product under the Contract.
    3. Arbitration proceedings shall be conducted in accordance with the rules of procedure below:
       1. Contract with foreign Supplier: 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.
       2. Contract with Supplier from the CBA’s country: In the case of a dispute between the CBA and a Supplier who is a resident of the CBA’s country, the dispute shall be subject to the courts of the Republic of Armenia.
21. **Entire Agreement**
    1. These Terms, along with the RFP, any subsequent agreement and annex represent the entire understanding between the Parties. Any amendments must be in writing and signed by both Parties.
22. **Notices**

All notices to be given under the Contract by either party to the other shall be in writing and shall either be delivered personally or sent by first class prepaid post or airmail prepaid post or by telex, cable, facsimile transmission or email and shall be deemed duly served:

in the case of a notice delivered personally, at the time of delivery;

in the case of a notice sent inland by first class prepaid post, 2 Business Days after the date of dispatch;

in the case of a notice sent overseas by airmail prepaid post, 7 Business Days (being Business Days in the place to which the notice is dispatched) after the date of dispatch; and

in the case of telex, cable, facsimile transmission or email, if sent during normal Business Hours than at the time of transmission and if sent outside normal Business Hours then on the next following Business Day.

1. **Miscellaneous.**

Each Party represents and warrants to the other Party that: (a) it has the full power and authority to enter into the Contract and perform its obligations under the Contract; and (b) the execution, delivery and performance of the Contract by it does not violate, conflict with or constitute a default under any agreement or instrument to which it is a party or by which it is bound, or any applicable Law, regulation or order of any court or other tribunal, except where such violation, conflict or default would not materially impair such Party’s performance of its obligations or the other Party’s enjoyment of its rights under these.