



2 WALPOLE STREET,  
FREETOWN, SIERRA LEONE



**AGREEMENT FOR THE PRODUCTION AND  
ISSUANCE OF SECURITIZED MULTI-PURPOSE  
IDENTITY CARDS (NATIONAL, NON –  
NATIONAL & ECOWAS), ID VERIFICATION  
SYSTEM AND PUBLIC KEY INFRASTRUCTURE  
(PKI)**

**NATIONAL CIVIL REGISTRATION AUTHORITY (NCRA)**

and

**CONSTRAT SYSTEMS SL LIMITED**



**CONTRACT AGREEMENT**

**FOR THE PRODUCTION AND ISSUANCE OF SECURITIZED MULTI-PURPOSE IDENTITY CARDS (NATIONAL, NON-NATIONAL & ECOWAS), ID VERIFICATION SYSTEM AND PUBLIC KEY INFRASTRUCTURE (PKI)**

This AGREEMENT made this.....04..... day of.....March....., 2022

BETWEEN:

THE NATIONAL CIVIL REGISTRATION AUTHORITY (NCRA)  
of 2 Walpole Street, Freetown for and on behalf of the GOVERNMENT OF THE REPUBLIC OF  
SIERRA LEONE (hereinafter referred to as "THE CONCESSIONAIRE") of the one part,

AND:

**CONSTRAT SYSTEMS SL LIMITED**

having its place of business at 6 Boyle Lane, Murray Town Freetown, Sierra Leone for and on  
behalf of the CONSORTIUM (hereinafter referred to as "THE CONCESSIONEE") which  
Expression shall include its successors and lawful assigns of the other part.

**PREAMBLE**

**WHEREAS:**

- A. Pursuant to the procurement procedure and process, the CONCESSIONAIRE has selected the CONCESSIONEE to implement the project for the Production and Issuance of Securitized Multi-purpose Identity Cards (National, Non-National & ECOWAS), ID Verification System and Public Key Infrastructure (PKI) under a Public Private Partnership-Build, Operate and Transfer (BOT) arrangement and the CONCESSIONEE is willing to supply the same to the CONCESSIONAIRE at a total Discount price after negotiations of \$20,500,000 (Twenty Million Five Hundred Thousand USD). (hereinafter called "the Project Price")., and
- B. The CONCESSIONAIRE and the CONCESSIONEE therefore agree as follows:

**1.1 Defined Terms**

In this Agreement (including, except where a contrary meaning is clearly intended, in the Schedules), the following expressions have the following meanings (and where applicable their plurals have corresponding meanings):

**Commencement Date** means the date on which the latter of the Parties has signed the Agreement.

**Delivery** means the results of the Project.

**Documentation** means the documentation which has or will be developed by the CONCESSIONEE, relating to the System, in either machine readable or printed form and which



shall be delivered to the CONCESSIONAIRE by the CONCESSIONEE pursuant to this Agreement and any copy, modification, enhancement, adaptation, translation or revision of the same, delivered or developed pursuant to this Agreement.

**System** means the Multi-Person Suite software application defined by the Solution Description, including any modifications and additions subsequently agreed between the Parties, to be developed, delivered and installed by the CONCESSIONEE under this Agreement.

**Project** means the delivery and installation of the System and the performance of any related services, as set out in this Agreement, in particular the Project Plan.

**Implementation Project Plan** means the planning and management document describing the Project organization, roles and responsibilities and the scope and timing of the phases of the Project.

**Solution Description** means the mutually agreed detailed description of the System and the Documentation.

**Third party software and hardware** means a third-party supplied general-purpose software, including the operating system, communications software, network control software, database management system, utility programs, compilers and interpreters, computer and telecommunications equipment, computer network and any other physical equipment necessary to implement and operate the System.

**1.2 Interpretation. Except as otherwise defined, in this Agreement:**

- a. references to a communication in writing shall include e-mail and electronic messages accessible and printable by commonly used software applications;
- b. references to Articles, Appendixes are references to articles and sections of and Appendixes to this Agreement.

**1.3 Appendixes and priority.** The Appendixes are an integral part of this Agreement and references to this Agreement include its Appendixes. In the event of any ambiguity or inconsistency between the provisions of Appendixes and in the body of this Agreement, the latter shall prevail.

**1.4 AGREEMENT DOCUMENTS**

This Agreement consists of this main Agreement Document and the following Appendixes:

- Appendix A: Solution Description,
- Appendix B: Scope of Work (SOW),
- Appendix C: Project Implementation Plan,
- Appendix D: Bill of Materials,
- Appendix E: System License and Maintenance Terms,
- Appendix F: Minutes of Contract Negotiation,
- Appendix G: CONCESSIONAIRE's Notification of Award
- Appendix H: CONCESSIONEE's Letter of Acceptance of Notification of Award
- Appendix I: Eligibility and Qualification Criteria
- Appendix J: Integrity Pact Form
- Appendix K: Identity Cards Design and Dovid Design
- Appendix L: Pricing



### 1.5 Entire Agreement

This Agreement is the entire agreement between the CONCESSIONAIRE and the CONCESSIONEE regarding the subject matter of this Agreement, and supersedes any previous agreements, negotiations and understandings. There are no agreements, representations, warranties, terms, conditions or commitments regarding the subject matter of this Agreement except as expressed in this Agreement.

### 1.6 Currency

In this Agreement, all references to dollar amounts are in United States currency.

### 1.7 Liquidated Damages

Where any provision of this Agreement specifies or otherwise indicates an amount as liquidated damages, both the CONCESSIONAIRE and the CONCESSIONEE agree that such amount represents their genuine mutual pre-estimate of the particular damages arising from the particular event.

### 1.8 ANNUAL PROFIT SHARING/DISTRIBUTION

The Parties agreed that at the end of each operating year, that the Profit Sharing/Distribution of the proceeds of the implementation of the Project for the Production and Issuance of Securitized Multi-purpose Identity Cards, on an annual basis, shall be as follows:

#### A. First Ten Years

- The CONCESSIONAIRE 25%
- The CONCESSIONEE 75%

#### B. Last Five Years

- The CONCESSIONAIRE 30%
- The CONCESSIONEE 70%

C. The Tenure/duration of the Contract is Fifteen (15) years

### 1.9 Restated Schedules

Where any provision of this Agreement contemplates amendment of a Schedule, the party initiating the amendment or the course of action that results in the amendment shall as soon as practicable after the amendment comes into effect prepare a restated Schedule reflecting the amendment and deliver it to the other party.

## 2. BUILD, OPERATE AND TRANSFER

2.1 The CONCESSIONAIRE wishes CONCESSIONEE to provide it with services in order to perform and implement the Project relative to the setup in the Republic of Sierra Leone of a system for the Production and Issuance of Securitized Multi-purpose Identity Cards (National, Non-National & ECOWAS), ID Verification System and Public Key



Infrastructure (PKI). (together the "Project"), within the period as defined in the Agreement.

- 2.2 In connection with the Project, the CONCESSIONAIRE wishes to engage CONCESSIONEE to provide such services and take such actions on a Build- Operate- Transfer method (the "BOT") under the conditions set forth in the Agreement.
- 2.3 The CONCESSIONAIRE commits that CONCESSIONEE will be the exclusive and the sole CONCESSIONEE for the Project (and for the avoidance of doubt, the CONCESSIONAIRE shall not be entitled to produce and issue Official Documents independently on its own) for such period as defined in the Agreement.
- 2.4 The CONCESSIONAIRE will use all means to protect CONCESSIONEE's investment in the Project and the CONCESSIONEE's ownership of the System and Equipment, as mentioned in the Agreement.
- 2.5 The BOT of this Agreement consists of few phases as described in details in Appendix B -Statement of Work - (the "SOW") and Appendix C - Project Implementation Plan (the "PIP") to the Agreement.

### 3. BUILD

- 3.1 During the Setup phase (as defined in the SOW), CONCESSIONEE will invest in the System localization, implementation (as set forth in the SOW), importing the System and hardware, set-up, training, install and check the System and more (together the "BUILD") as stipulated in Appendix D - Bill of Materials to BUILD the Project. The CONCESSIONEE reserves the right from time to time to amend the Appendix D following consultations with the CONCESSIONAIRE.

It is noted that CONCESSIONEE's project price of the initial investment for the BUILD phase is 20,500,000 USD.

- 3.2 The implementation plan for BUILD phase is specified in the PIP and the mutual objective of the Parties is to finalize BUILD phase within 4 months from Agreement Commencement Date.
- 3.3 The CONCESSIONAIRE will provide the Central Site in Freetown, and all the regional Sites. The Central will be fully connected to stable electricity (with backup power generator), WAN, telephone communication, fire safety, access control and water.

### 4. OPERATE

- 4.1 The Operate phase shall commence upon BUILD phase acceptance date. During the Operate phase, CONCESSIONEE will supervise the operation of the System and all other Infrastructure. The CONCESSIONAIRE will use all means to protect CONCESSIONEE's investment and CONCESSIONEE's ownership of the System, the Infrastructure and the provided equipment if any, as detailed under the Agreement.



- 4.2 The CONCESSIONEE will supply the Sites to operate the System as stipulated in the Appendix D manpower to operate the System(s) such as: operators, supervisors, coordinators, technicians and project managers. The list of required manpower and relevant quantity would be provided as described in the next article and the list of the CONCESSIONAIRE's responsibilities is listed in the SOW. The CONCESSIONAIRE will be responsible for ensuring that the use of the System complies with the administrative and legal requirements of mandatory Laws, in particular with respect to civil liberties, personal data registration and protection rules, and all other administrative and legal constraints existing in relation to the Project, and the CONCESSIONAIRE shall indemnify and hold the CONCESSIONEE (as well as its officers, employees and agents) harmless from any and all liability, as well as consequent fines, penalties or any other payment, action or restraint that will apply on CONCESSIONEE as a result of the CONCESSIONAIRE's failure to fulfil its obligations under this Section.
- 4.3 The implementation plan for this Operate phase is specified in the PIP.
- 4.4 The CONCESSIONEE shall make best efforts so that the supplied System during the Operate phase will be sufficient for the issuance of a minimum of 4,500,000 National ID Card and 500,000 ECOWAS ID Cards within the concession period of 15 (Fifteen) years from the date of issuing the first new Official Document ("Concession Period").

## 5. TRANSFER

- 5.1 On the Transfer Date, the CONCESSIONAIRE will have the right to receive license to use the System and CONCESSIONEE will provide license to use the System to the CONCESSIONAIRE as stipulated in the Appendix E – System License and Maintenance Terms. The Transfer is subject to CONCESSIONAIRE's compliance with its obligations and covenants pursuant to the Agreement, as confirmed by Provider in writing. To exercise the transfer right, the CONCESSIONAIRE should notify CONCESSIONEE in writing, 6 months before the end of the Concession Period (as defined in the Agreement) (or as may be extended pursuant to the provisions hereof). Failure by the CONCESSIONAIRE to write to the CONCESSIONEE under this section, in pursuance of the transfer right, shall not affect the transfer of the right to the CONCESSIONAIRE. The transfer shall be subject to following provisions:
- i. Upon the Transfer Date, CONCESSIONEE shall transfer to the CONCESSIONAIRE, free and clear from any lien or encumbrance created by CONCESSIONEE and without the payment of any consideration by the CONCESSIONAIRE CONCESSIONEE shall grant the CONCESSIONAIRE a perpetual, royalty- free, non-transferable, non-assignable license to use the System limited to the rights stipulated in the Appendix E – System License and Maintenance Terms.
  - ii. Three months prior to the expected Transfer Date, CONCESSIONEE and the CONCESSIONAIRE shall meet and agree on the mechanics of transfer.
  - iii. The Sites, Systems, Infrastructure or any part thereof and all equipment transferred pursuant to this Article 6.1 (c) shall be transferred on an "as is" basis. Any warranties which would otherwise be implied by statute or otherwise, including, without limitation, warranties as to title, fitness for the purpose, the absence of hidden or inherent defects, will be excluded. After



the Transfer Date the CONCESSIONEE shall be under no liability whatsoever to the CONCESSIONAIRE in respect of the operation or otherwise of the Sites, Systems, Infrastructure or any part. The CONCESSIONAIRE shall indemnify and keep CONCESSIONEE indemnified against any liability to any person arising from the use or operation of the Sites, Systems, Infrastructure or any part of the transferred equipment after the Transfer Date, provided however that CONCESSIONEE shall assign the CONCESSIONAIRE any and all rights and benefits which it is able to assign of any unexpired warranties in respect of the transferred equipment and software and the Sites, Systems, Infrastructure or any part thereof and all equipment transferred shall be in good working order.

- iv. The CONCESSIONAIRE shall be responsible for all costs and expenses (including legal fees and taxes or duties) incurred in connection with the transfer referred in Article 6.1 (C) and shall, at its own cost obtain or effect all approvals, licenses, registrations and filings and take such other actions as may be necessary for the transfer contemplated in Article 6.1 (C), and reimburse CONCESSIONEE, on demand, for all such costs and expenses incurred by CONCESSIONEE in respect of such transfer.
- v. Notwithstanding anything to the contrary herein, in no event shall CONCESSIONEE be required to grant any right to the System or transfer or right in the transferred equipment, if the CONCESSIONAIRE did not or does not comply with its full payment obligations pursuant to the Agreement.
- vi. Notwithstanding anything to the contrary herein, in no event shall CONCESSIONAIRE be required to grant any right to the System or transfer or right in the transferred equipment to the direct competitor of CONCESSIONEE;
- vii. **Maintenance Period after Transfer:** During the duration of the Concession Period the CONCESSIONEE will be responsible for the maintenance of System. Once the Concession period expires or is terminated maintenance of System would be subject to an annual maintenance fee as stipulated in Appendix D. The fee is to be paid before the start of the annual maintenance.

## 5.2 Design and Implementation

The CONCESSIONEE undertakes to design and implement in accordance with the Project Requirements and as more particularly set out in this Agreement. The CONCESSIONEE undertakes to operate and maintain the Existing Facilities during the implementation Period in accordance with the Project Requirements and as more particularly set out in this Agreement.

## 5.3 Operation and Maintenance

The CONCESSIONEE agrees to operate and maintain the infrastructure in accordance with the project Requirements and as more particularly set out in this Agreement.



#### 5.4 Handback

The CONCESSIONEE undertakes that upon expiry of the Term, the Infrastructure shall be transferred to the CONCESSIONAIRE in good order.

#### 5.5 Assumption of Risk

Except to the extent otherwise expressly allocated to the CONCESSIONAIRE by the provisions of this Agreement, all risks, costs and expenses in relation to the performance by the CONCESSIONEE of its obligations under this Agreement are allocated to, and as between the CONCESSIONAIRE and the CONCESSIONEE are the exclusive responsibility of, the CONCESSIONEE.

### 6. FINANCING

#### 6.1 Payments

The CONCESSIONEE will open a bank account in a reputable local Bank having at least A+ credit rating. All payments by the applicants would be made directly to this account.

#### 6.2 Project Financing

The arranging of the Project Financing is the sole responsibility of the CONCESSIONEE.

#### 6.3 Condition Precedent

**CONCESSIONAIRE Guarantees:** that the minimum consideration to be received by CONCESSIONEE for the purchase of Official Documents by Applicants and by the CONCESSIONAIRE during the Concession Period (as may be extended pursuant hereto) (the "CONCESSIONAIRE's Guaranteed Payments") shall be the proceeds of the issuance of the Minimum Number of Official Documents, as stated in the section above.

The payments pursuant to this Agreement shall be made to such bank accounts designated by CONCESSIONEE and the CONCESSIONAIRE for the said purpose only.

It is assumed no currency restriction would prevail throughout the duration of the Concession period. In case restriction would be imposed, this project would be exempt from it and the CONCESSIONAIRE would allow automatic conversion of all the Dollars to be transferred out of Sierra Leone to such foreign bank accounts as may be provided by the CONCESSIONEE in accordance with all applicable currency transfer laws.

**CONCESSIONEE Guarantees:** CONCESSIONEE undertakes to finance the System whether by-independent resources or otherwise. In any event, to allow such finance, the CONCESSIONAIRE shall in good faith cooperate and issue such documents as may be required by third parties when allowing such financing to CONCESSIONEE.

#### 6.4 FISCAL CONCESSIONS AND INCENTIVES APPLICABLE TO THE PROJECT

The Concessionaire shall, for the term of this Agreement and any renewals thereto, grant the CONCESSIONEE the tax concessions and incentives specified below:



#### **6.4.1 Corporate Tax Relief**

The CONCESSIONEE shall be entitled to corporate tax relief for a period of Fifteen years commencing from the date of ratification of this Agreement in accordance with the Income Tax Act 2000 (as amended).

#### **6.4.2 Loss Carried Forward**

Allowable loss incurred by the CONCESSIONEE in a given year shall be offset and carried forward for a maximum of Fifteen years after the year of assessment in which the loss was originally incurred in accordance with the Income Tax Act 2000 (as amended)

#### **6.4.2 Import Duties on Consumables**

The CONCESSIONEE shall be entitled to import duty exemptions, specific to the sectors (agriculture and manufacturing) as provided for under the relevant Custom Tariffs Act, Finance Acts and any other relevant legislation

#### **6.4.3 Import Duties on Plant, Machinery and Equipment**

The CONCESSIONEE shall be entitled to a duty-free import of plant, machinery, equipment and excluding vehicles, for a period of 5 (five) years, commencing the effective date of this Agreement

#### **6.4.4 Advance Withholding Tax on Imports (5%)**

Provided the CONCESSIONEE: (i) maintains proper books of accounts of all business transactions; (ii) keeps accounting statements audited by a reputable auditing firm in each of three preceding years; and (iii) in good standing with its tax obligations with the National Revenue Authority, the CONCESSIONEE shall be exempt from an advance withholding tax on all imports at the rate of 5% in accordance with Section 114(2) of the Income Tax Act, 2000.

#### **6.4.5 Withholding Taxes on Payments to Contractors and Suppliers**

The CONCESSIONEE shall withhold taxes from payments to its suppliers and other contractors in accordance with Section 117 of the Income Tax Act 2000 (as amended), for which case rates prescribed in part IV of the First Schedule or Part II of the Second Schedule of the Income Tax Act, 2000 (as amended) apply, as the case may be.

#### **6.4.6 Withholding Tax at Source on Dividends**

The CONCESSIONEE shall pay withholding taxes on dividends to shareholders in accordance with Section 118 of the Income Tax Act 2000 (as amended), for which case rates prescribed in part IV of the First Schedule or Part II of the Second Schedule of the Income Tax Act, 2000 (as amended) apply, as the case may be.

#### **6.4.7 Withholding Taxes on Interest Payments**

The CONCESSIONEE shall withhold tax on interest payments in accordance with Section 119 of the Income Tax Act, 2000, for which case rates prescribed in Part IV of the First Schedule or Part II of the Second Schedule of the Income Tax Act, 2000 (as amended) apply, as the case may be.

#### **6.4.8 Capital Allowances:**

The CONCESSIONEE shall be entitled to capital allowance deduction at a rate of forty percent (40%), twenty percent (20%), twenty percent (20%) and twenty percent (20%) for the first, second, third and fourth years respectively consistent with Section 39 of the Income Tax Act, 2000 (as amended).

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#### **6.4.9 Goods and Services Tax**

The CONCESSIONEE shall be subject to the provisions of Item 17 of the Second Schedule of the Goods and Services Tax (GST) Act of 2009, for exemptions on goods and services relating to issuance of identification documents.

#### **6.4.10 Investment Allowances**

The CONCESSIONEE shall be entitled to a deduction as investment allowance in accordance with Section 40 of the Income Tax Act 2000 (as amended).

#### **6.4.11 Personal Income Tax for Local Employees**

All local employees are subject to be taxed on their employment income at the rate or rates prescribed in Part I of the First Schedule of the Income Tax Act 2000 (as amended) and the relevant provisions of the National Social Security and Insurance Trust (NASSIT) Act of 2001.

#### **6.4.12 Personal Income Tax for Foreign Employees**

Income earned from a source in Sierra Leone by foreign nationals is subject to tax at the rate prescribed in Part I of the Second Schedule of the Income Tax Act 2000 (as amended).

#### **6.4.13 Withholding Tax on Income for Expatriate/ Foreign Employees**

Withholding tax on income earned from a source in Sierra Leone by expatriate employees shall be subject to the relevant provisions of the Income Tax Act 2000 (as amended)

#### **6.4.14 Social Security Tax on Income for Foreign Employees**

Foreign employees have the right to opt out of the National Social Security and Insurance Trust (NASSIT) pension contributions, and therefore neither the foreign employee nor the CONCESSIONEE shall contribute on their behalf.

#### **6.4.15 Other Concessions on Expenses Incurred in Trade**

The following allowable deductions shall be granted in respect of the following expenses in any year of assessment:

- Research and development cost – 100%;
- Training expenses for local staff – 100%;
- Social and development expenses – 125%;
- Expenses on promoting exports – 125%;
- Expenses incurred in engaging disable persons including salaries – 200%.

Allowable deductions are only effective in a current year of assessment. Unclaimed charges for current year are disallowable in future years of assessments.

#### **6.4.16 Various Other Tax Provisions**

Taxes not covered by this Agreement remain in force and shall be fully complied with.

### **6.5 Financing and Initial Performance Letter of Credit**

The Financing and Initial Performance Letter of Credit/ Comfort shall be held by the CONCESSIONAIRE as security for the obligations of the CONCESSIONEE to obtain the Project Financing and to design and operate the Project.



## 7. SCOPE OF THE PROJECT

- 7.1 **General Scope.** Subject to the provisions of this Agreement, CONCESSIONEE hereby undertakes with CONCESSIONAIRE to conduct and complete the services as set forth in the PIP and SOW.
- 7.2 **SOW.** Scope of Works defines the roles and responsibilities for the Project. After SOW is accepted it becomes an integral part of this Agreement and will be specified in Appendix B herein.
- 7.3 **Solution Description.** Solution Description contain functional specifications with technical details. After Solution Description is accepted it becomes an integral part of this Agreement and will be specified in Appendix A herein.
- 7.4 **Project Activation.** In order to start to implement the Project, there are several activates and action items need to be complete. All the tasks together are mandatory to continue the massive work effort on the Project and start the pilot. The Project Activation Date is the completion of the entire following requirements by both parties. The preconditions, which must be met in order to declare Project Activation, are specified in SOW. After project Activation, the countdown for development and deployment of the System begins, counting down towards the milestones described in the PIP, such as installation of main site, acceptance test procedure, production of first card, etc.
- 7.5 **Cooperation.** CONCESSIONAIRE shall afford to CONCESSIONEE all co-operation in all matters required for the performance of CONCESSIONEE's obligations under the Agreement. CONCESSIONAIRE shall:
- promptly and fully respond to all communications of CONCESSIONEE relating to the provision of the Services and liaise with CONCESSIONEE on matters relevant to the provision of the Services;
  - afford CONCESSIONEE such access to CONCESSIONAIRE's information, records and other materials as CONCESSIONEE may require in connection with or to provide the Services;
  - assume responsibility for complying with all laws and regulations in connection with the Services; and
  - Provide all points stated in the RFP as the responsibility of NCRA to the CONCESSIONEE.

CONCESSIONEE shall:

- Decentralize ID Services in communities to be determined by CONCESSIONAIRE based on population. The premises (buildings) of the Central Card Production Site in Freetown and set up card distribution site at the 4 Regional offices
- Ensure Sierra Leoneans are considered for labour/ job opportunities as well as training, capacity building and skills transfer to ensure continuity.

The Parties undertake to contact each other regularly to discuss the progress of the milestones or work and any results of or problems related to the milestones or work. After each of the Milestones, representatives of each Party shall meet to discuss the results achieved at any of such Milestones.



## 7.6 CONCESSIONEE's Obligations

The CONCESSIONEE agrees to design and implement the project in accordance with the Project Requirements, the CONCESSIONEE's Designs and the CONCESSIONEE's Management Systems and Plans, and to use reasonable endeavors to comply with the CONCESSIONEE's Implementation guidelines. In the event of any inconsistency among the Project Requirements, the CONCESSIONEE's Designs and the CONCESSIONEE's Management Systems and Plans, the higher standard or specification shall apply; but in no event shall anything in the CONCESSIONEE's Designs or the CONCESSIONEE's Management Systems and Plans detract from the CONCESSIONEE's absolute obligation to design and implement the project.

## 7.7 Project Requirements

Subject to the provisions of this Agreement, the CONCESSIONEE's obligation to implement the project for the Production and Issuance of Securitized Multi-purpose Identity Cards (National -Non-National & ECOWAS), ID Verification System and Public Key Infrastructure (PKI) under Build, Operate and Transfer (BOT) arrangement in accordance with the Project Requirements is absolute, and cannot be modified or waived except by amendment of the Project Requirements made in accordance with this Agreement. If the CONCESSIONEE asserts that any aspect of the Project Requirements is uncertain or ambiguous, either party may require that the interpretation of that aspect of the Project Requirements be determined pursuant to the Dispute Resolution Procedure. The CONCESSIONAIRE acknowledges that it is responsible for the adequacy and suitability of the Project Requirements, and shall indemnify the CONCESSIONEE against any claims by third parties (including the reasonable cost of defending such third party claims, on a solicitor and client basis) for personal injuries or property damage to the extent that the CONCESSIONAIRE has agreed with the CONCESSIONEE, or a Court has determined that such injury or damage was caused or contributed to by a failure of the Project Requirements to be adequate and suitable.

## 7.8 Modification of Project Requirements

If before or during the Implementation Period, the CONCESSIONAIRE wishes to modify the Project, the Project Requirements, it shall proceed in consultation with the CONCESSIONEE in writing. The CONCESSIONEE shall quantify the said modification and communicate it in writing to the CONCESSIONAIRE. The CONCESSIONEE will proceed with implementation when the CONCESSIONAIRE approves in writing. Similarly, if the CONCESSIONEE wishes to recommend modification of the Project, it shall be done in writing and the CONCESSIONAIRE approves before proceeding with the modification.

No party shall not, without the prior consent of the other, pursue any modification that singularly or in the aggregate involve an alteration in the scope of the Project of such magnitude that it could reasonably be expected to materially impact the Project Financing or the CONCESSIONEE's ability to achieve required target or otherwise materially and adversely alter the risk profile of the Project (including, without limitation, increased exposure to Payment Adjustments).

## 8. THIRD PARTY HARDWARE AND SOFTWARE SUPPLY

8.1 **General.** Third-Party Hardware and Software included in the Delivery or are related to it and their versions are specified in the Solution Description.



8.2 **Compatibility.** Unless otherwise agreed, the CONCESSIONEE shall be responsible for compatibility of the Third-Party Hardware and Software included in the Delivery with CONCESSIONAIRE's environment into which the Delivery has been agreed to be implemented as further specified in Solution Description.

8.3 **Delivery.** Third Party Hardware and Software delivery is always subject to the relevant manufacturer's or importer's delivery and license terms and conditions and installation, hand-over and acceptance procedures. CONCESSIONAIRE accepts delivery and license terms of Third-Party Hardware and Software included in the Delivery.

## 9. DELIVERY AND ACCEPTANCE

9.1 **Delivery.** The CONCESSIONAIRE will bear responsibility for, and cost of, customs clearance in accordance with the particular Incoterm(s). In the event of delays in customs clearance that are not the fault of the CONCESSIONEE, the CONCESSIONEE shall be entitled to an extension in the building phase.

9.2 **Acceptance required.** Except if otherwise agreed, each of the Project milestones as well as the completion of the Project is subject to acceptance (or deemed acceptance) by CONCESSIONAIRE in accordance with PIP and/or SOW.

9.3 **Insignificant non-conformity.** A defect or non-conformity in parts of the milestones or Delivery does not entitle CONCESSIONAIRE to reject the delivery of the milestones or Delivery entirely. For the avoidance of doubt, minor errors in the milestones or Delivery shall not preclude the carrying out of the acceptance test or the acceptance of the Delivery. The CONCESSIONEE shall rectify all such defects or non-conformity upon the request of the CONCESSIONAIRE.

9.4 **Remedial suspensions.** Upon receipt of a notice of defect or non-conformity, CONCESSIONEE is entitled to suspend subsequent deliveries until the complaints are established to be unfounded or rejected or until the defect or non-conformity has been remedied adequately.

## 10. INTELLECTUAL PROPERTY RIGHTS

10.1 **IP ownership.** Save as expressly stated herein, any copyright and all other intellectual property rights of whatever nature (including, without limitation, patents, trademarks, service marks, trade names, copyrights and other rights of authorship (including rights in computer software), moral and artists' rights, design rights, domain names, know-how, data base rights and semi-conductor topography rights, irrespective of whether the foregoing are registered or not) and all rights or forms of protection of similar nature in any country, in or relating to the System and all corrected versions thereof and all other releases, manuals, the Solution Description, the Documentation and all parts thereof, provided by the CONCESSIONEE under this Agreement to the CONCESSIONAIRE are and shall remain vested in the CONCESSIONEE or, where and to the extent applicable, a third party vendor as an original right holder.

10.2 **Modifications.** The same applies to any other software development made by the CONCESSIONEE under this Agreement.



- 10.3 **Standards excluded.** CONCESSIONAIRE undertakes to obtain adequate licenses in respect of the parts of the Delivery which may require the application of certain certification, industry standards or other technologies
- 10.4 **Open-source license terms.** CONCESSIONAIRE expressly acknowledges and agrees that the Delivery may include open-source software. Open-source software is licensed and distributed under free/open-source software licenses, such as GNU General Public License (GPL) or the GNU Lesser General Public License. In no event shall CONCESSIONEE be liable for any damages, howsoever arising under or in connection with open-source software

## 11. INTELLECTUAL PROPERTY INDEMNITY.

- 11.1 **General.** The CONCESSIONEE represents and warrants that any part of the Delivery produced solely by the CONCESSIONEE will not, when used by the CONCESSIONAIRE in accordance with present Agreement, infringe any intellectual property rights of any third party in the country of delivery.
- 11.2 The CONCESSIONEE will defend or settle any claim made against the CONCESSIONAIRE alleging that the CONCESSIONEE's software infringes a right of a third party, provided that the CONCESSIONAIRE: (i) promptly notifies the CONCESSIONEE in writing of such claim, (ii) gives the CONCESSIONEE the sole control of the defence to any such claim, and (iii) acts in accordance with the reasonable instructions of the CONCESSIONEE and gives to the CONCESSIONEE such assistance and authorizations as it shall reasonably require to conduct the defense against or settle such claim. The CONCESSIONEE will pay the costs and damages finally awarded against the CONCESSIONAIRE by a competent court or in an out-of-court settlement.
- 11.3 **Exceptions.** Notwithstanding the foregoing, the CONCESSIONEE shall not be liable to CONCESSIONAIRE if the claim: (i) is asserted by the Customer's subsidiary or parent or affiliated company, (ii) results from an alteration of the material included in the Delivery or from compliance with the CONCESSIONAIRE's instructions or information or use of CONCESSIONAIRE Materials, (iii) results from the use of the Delivery in combination with any material or service not included in the Delivery or expressly authorized by the CONCESSIONEE, (iv) could have been avoided by the use of a subsequently released version of the software made available to the CONCESSIONAIRE at no extra cost or in accordance with valid agreement, or (v) relates to any third party material or services or software components developed by CONCESSIONEE based on any third party specification. When a claim for intellectual property infringement is made or appears likely to be made, the CONCESSIONEE may, at its option, modify the infringing part of the Delivery, procure necessary licenses or provide a replacement. If the CONCESSIONEE determines that none of these alternatives is reasonably available, the CONCESSIONEE will refund the paid purchase price upon the return of the infringing material, less a reasonable deduction for the commercial benefit already received by the CONCESSIONAIRE. If the infringement relates to a service and cannot be remedied in a reasonable fashion, either Party is entitled to terminate the Agreement forthwith in relevant parts.
- 11.4 **Third party IPR excluded.** Standard or third-party products delivered under this Agreement shall be subject to the relevant standard or third-party CONCESSIONEE's licensing terms and conditions regarding infringement of third-party intellectual property



rights.

12. **Sole and exclusive liability.** This Section sets forth the sole and exclusive liability of the CONCESSIONEE and remedies of the CONCESSIONAIRE in respect of infringement of third-party intellectual property rights by or through the use of the Delivery.

13. **HANDBACK UPON EXPIRY**

13.1 **Handback Requirements**

Upon expiry of the Term, the CONCESSIONEE shall leave the infrastructure in the condition required by the Handback Requirements.

New equipment should be handed over to the CONCESSIONEE at the expiration of the tenure of the Agreement/Contract that underpins the BOT.

13.2 **Handback Inspections**

The CONCESSIONEE and the CONCESSIONAIRE shall jointly carry out the following handback inspections (consisting of all appropriate examinations and tests, carried out in accordance with all applicable Technical Requirements) in order to assess what work (including renewal work as required) is likely to be required in order to achieve the Handback Requirements:

- (a) the first handback inspection shall take place at a time, specified by the CONCESSIONAIRE following consultation with the CONCESSIONEE, that is at least 6 months prior to expiry of the Term;
- (b) the second handback inspection shall take place at a time specified by the CONCESSIONAIRE following consultation with the CONCESSIONEE, that is at least 1 month and more than 2 months prior to expiry of the Term; and
- (c) the third handback inspection shall take place at a time, specified by the CONCESSIONAIRE following consultation with the CONCESSIONEE, that is not more than one week prior to the expiry of the Term.
- (d) The CONCESSIONEE should ensure a full service of the infrastructure in the last three (3) months of the end of the term herein granted to ensure the infrastructure is fully functional after the handover

13.3 **Procedure Following Inspections**

Following each handback inspection above, the CONCESSIONEE shall, prepare and deliver to the CONCESSIONAIRE a comprehensive workplan and schedule acceptable to the CONCESSIONAIRE, acting reasonably, designed to ensure that the infrastructure will meet the Handback Requirements upon expiry of the Term. Following delivery and acceptance of such workplan and schedule, the CONCESSIONEE shall keep the CONCESSIONAIRE fully advised of all activity and progress in carrying out the workplan.



#### 14. Pricing

##### 14.1 Pricing Mechanism

The price is in USD equivalent in Leones fixed on Bank of Sierra Leone Mid-rate on First day of operation.

##### 14.2 Currency Fluctuation

Any Fluctuation in USD price above 15% of the Leones price to public will be reviewed accordingly by both Parties

#### 15. NON-SOLICITATION

No Party shall, until two years after the date of this Agreement, directly or indirectly, solicit or endeavour to entice away, any of the other Party's Key Employee with whom such Party (or an employee of such Party) has come into contact during the provision of the Services; provided, however, that a Party shall not be precluded or otherwise restricted from hiring or employing, or from having employment or hiring discussions with, any such person (a) who is not then employed by that other Party, (b) who contacts it without any solicitation by it, or (c) who responds to a general solicitation for employment placed by it or its agents in newspapers, journals, the internet, through recruiters or any media; and furthermore that any such generic solicitation shall not constitute a breach of this Agreement.

#### 16. WARRANTY AND DISCLAIMER

**16.1 General.** The CONCESSIONEE's warranties in respect of the Delivery are set forth in this Section 14. These warranties are exclusive and constitute the CONCESSIONAIRE's sole and exclusive remedies for any defect or deficiency in the Delivery provided the CONCESSIONEE has not acted with gross negligence or willful misconduct. There are no other express or implied warranties or conditions of merchantability, satisfactory quality, or fitness for a particular purpose. The CONCESSIONAIRE is entitled to invoke the warranties hereunder only provided that it promptly notifies the CONCESSIONEE in writing of the defect or deficiency after having become aware of it after it should reasonably have become aware of the same. In such notice to the CONCESSIONEE, the CONCESSIONAIRE shall state and demonstrate the manner in which the defect or deficiency is manifested.

**16.2 Undertaking and warranty period.** For the duration of Contract Initial Term counting as of the BUILD phase acceptance date (the warranty period), the CONCESSIONEE warrants that the System will substantially conform to the Solution Description when used in accordance with the CONCESSIONEE's instructions. Under the foregoing warranty, the CONCESSIONEE shall: (i) repair relevant Errors, or (ii) replace the defective software, or (iii) advise on a work-around for the use of the System. Any warranty repair does extend the warranty period to the amount of time to complete the repairs.

**Access.** Where applicable, the CONCESSIONAIRE shall make relevant parts of the Delivery available to the CONCESSIONEE during any warranty repair hereunder. Repair work shall be scheduled during the CONCESSIONAIRE's ordinary working hours. Upon request of the CONCESSIONEE, a CONCESSIONAIRE's representative shall be present during the CONCESSIONEE's repair work.



### 16.3 Limitations.

- (a) The CONCESSIONEE's liability for defects and deficiencies under this Section 14 shall not include (i) defects in third party software where such are covered by manufactures warranty terms, (ii) defects arising as a consequence of alterations or interventions by the CONCESSIONAIRE in the System, (iii) defects caused by the CONCESSIONAIRE's use of the System with equipment, peripheral devices, or the System other than as prescribed by the CONCESSIONEE, (iv) defects arising as a consequence of compliance with the CONCESSIONAIRE's instructions, or (v) the failure by the CONCESSIONAIRE to implement reasonable recommendations in respect of any solutions to defects previously advised by the CONCESSIONEE.
- (b) As stated, the CONCESSIONEE does not provide any warranties nor assume any liability for any third-party products or services (including any products or services based on open source), all of which are (unless otherwise agreed as part of the CONCESSIONEE's service) delivered on "as is" basis. Third party products and services are covered by the third-party manufacturer's, importer's or vendor's warranty, which the CONCESSIONEE will assign to the CONCESSIONAIRE, to the maximum extent reasonably possible.
- (c) For the avoidance of doubt, it is acknowledged that the CONCESSIONEE does not warrant that the operation of the System is uninterrupted or error free. Notwithstanding anything to the contrary, the CONCESSIONEE shall not be liable for errors in the Delivery which are immaterial to the intended use or which do not entail inconvenience for the CONCESSIONAIRE.
- (d) If it is established that the issue being subject of a warranty request does not fall within the scope of the CONCESSIONEE's responsibility hereunder, the CONCESSIONEE shall be entitled to charge the CONCESSIONAIRE for the services rendered on a time and material basis, according to the CONCESSIONEE's then current price list.
- (e) The warranty hereunder shall automatically expire upon: (i) the System becoming covered by the CONCESSIONEE's maintenance services, or (ii) the System being modified or altered by the CONCESSIONAIRE.

### 17. LIMITATIONS OF LIABILITY

- 17.1 **Indirect damages.** In no event shall either Party be liable in connection with this Agreement for incidental, indirect, special, consequential or punitive damages, including any damages based on loss of profits or lost revenues, business interruption or loss of information, production failure, impairment of other goods or otherwise, even if it has been advised of the possibility of such damages.
- 17.2 **General limitation.** The liability of a Party, including all damages payable due to the delay, shall be limited to direct damages suffered by the other Party due to proven breach of the agreement and shall not exceed ten per cent (10%) of the fees received by the CONCESSIONEE for six (6) month period immediately preceding the claim.
- 17.3 **Exclusion.** Notwithstanding the above, no limitation of liability shall apply to: (i) damages caused by willful misconduct or gross negligence, (ii) injury or damage to physical persons, (iii) damages caused by the transfer, copying, or use of software contrary to the terms of the Agreement, or (vi) liability under Section 11 (Intellectual property indemnity). CONCESSIONEE shall have no obligations for breach of warranty if an alleged non-conformity is (partly) the result of misuse, neglect, accident, improper use, modification, combination, storage, further processing or improper handling.



- 17.4 **Location restrictions.** If CONCESSIONEE or any of its subcontractors are present on CONCESSIONAIRE's or third party's premises, neither CONCESSIONEE nor any of its subcontractors shall be bound by any restrictions in any location-safety or security notices to the extent it attempts to limit CONCESSIONAIRE's or third party's liability pursuant to this Agreement, except for non-compliance with safety or security measures of which CONCESSIONEE and its subcontractor have been duly and adequately informed. CONCESSIONAIRE shall not invoke any other limitations of liability against CONCESSIONEE or its subcontractors, except as expressly permitted in this Agreement.
- 17.5 **Loss of data.** The CONCESSIONAIRE shall be responsible for reconstruction of any data, files or programmes owned or held by the CONCESSIONAIRE or licensed to the CONCESSIONAIRE by any third party. Unless otherwise agreed, the CONCESSIONEE shall not be responsible for any destruction, loss or alteration of any data, files or programmes or for any damages or reconstruction work resulting from the same.

## 18. SENSITIVE DATA HANDLING

- 18.1 **General.** Each Party shall protect personal data against unauthorized access and use and follow applicable laws and regulations when processing such data. The CONCESSIONAIRE and CONCESSIONEE shall, when applicable, commit to the European Union model agreement clauses and other applicable arrangements when transferring and processing personal data as data transferor and data importer respectively. Agreements and arrangements do not alter or transfer a Party's responsibilities under relevant laws.
- 18.2 **CONCESSIONAIRE's instructions.** CONCESSIONEE may only process the personal data of the CONCESSIONAIRE or the CONCESSIONAIRE's CONCESSIONAIRE in accordance with the CONCESSIONAIRE's instructions.
- 18.3 **Return.** Upon termination of the agreement CONCESSIONEE shall return all CONCESSIONAIRE-related data to the CONCESSIONAIRE and shall not maintain, store or handle any such data thereafter, except where CONCESSIONEE is obliged to do so under any applicable law or regulation.
- 18.4 **Measures and adherence.** CONCESSIONEE shall ensure that appropriate technical and organisational measures are taken to achieve and maintain appropriate physical security at all premises where Services are produced or where the CONCESSIONAIRE's data is processed, and such measures may be further specified in the agreement. In the event provision of Delivery involves adherence to CONCESSIONAIRE's data protection, security or similar policies, the CONCESSIONAIRE shall, free of charge, educate CONCESSIONEE's delivery personnel of the same.

## 19. TERM AND TERMINATION

- 19.1 **Term.** This Agreement shall commence on the Commencement Date and, subject to earlier termination in accordance with this clause, shall continue in force for a period of Fifteen (15) years from BUILD phase acceptance date.
- 19.2 **Termination:** This Agreement shall be terminated upon the occurrence of any of



the following events after giving to the other twelve-month (12) months written notice; -

- (a) Making an assignment for the benefit of creditors without the expressed written consent to the other Party, being adjudged bankrupt, or become insolvent,
- (b) Having a court order for its dissolution or liquidation, or
- (c) If a force majeure condition set forth in this Agreement herein makes it impossible or unreasonable to continue with this Agreement

19.3 **Immediate termination.** A Party may terminate this Agreement with immediate effect by written notice, if the other Party:

- (d) shall be dissolved or liquidated, is declared bankrupt or otherwise the subject of suspension of payment or other insolvency proceedings, or if it must reasonably be expected to be unable to meet its obligations under this Agreement;
- (e) fails to comply with the laws and regulations to which it is subject;

19.4 **Immediate termination by CONCESSIONEE**

Notwithstanding the above, the CONCESSIONEE shall be entitled to terminate this Agreement for cause if

- (a) CONCESSIONAIRE infringes the CONCESSIONEE's intellectual property rights, provided CONCESSIONAIRE has not stopped such infringement within thirty (30) days from receipt of written notice hereof

19.5 **Immediate termination by CONCESSIONAIRE**

If CONCESSIONAIRE terminates the Contract for any reason, the CONCESSIONEE shall either as soon as reasonably practical or upon the date specified in the notice of termination cease all further work, terminate all subcontracts, remove all CONCESSIONEE's Equipment from the site, repatriate the CONCESSIONEE's and its Subcontractors' personnel from the site. In the event of termination of the Contract under this clause CONCESSIONAIRE shall pay to the CONCESSIONEE the remaining contract price as specified in this agreement properly attributable to the parts of the System executed by the CONCESSIONEE as of the date of termination, the costs reasonably incurred by the CONCESSIONEE in the removal of the CONCESSIONEE's Equipment from the site and in the repatriation of the CONCESSIONEE's and its Subcontractors' personnel, any amount to be paid by the CONCESSIONEE to its Subcontractors in connection with the termination of any subcontracts, including, any cancellation charges and the cost of satisfying all other obligations, commitments, and claims that the CONCESSIONEE may in good faith have undertaken with third parties in connection with the Contract.

19.6 **Existing obligations.** Notwithstanding the expiry or termination of this Agreement, each Party shall procure the due and timely performance of all obligations assumed by it prior to such expiry or termination. Except in the event that this Agreement is terminated for breach of contract, no Party shall be required to make any payment for termination or expiration of this Agreement. Provisions which, by their very nature, are intended to continue notwithstanding an expiry or termination of this Agreement, shall continue in full force and effect.

20. **CONFIDENTIALITY**

20.1 **Limited use.** A Receiving Party shall not use Confidential Information for purposes other than in direct relation with this Agreement. The Receiving Party shall treat the Disclosing Party's Confidential Information with at least the same degree of care as it would use in



respect of its own confidential information of similar importance, but in any event a reasonable level of care. In particular, the Receiving Party shall not disclose, publish, disseminate or make accessible the Disclosing Party's Confidential Information, in whole or in part, in any way or form, to third parties other than to its employees or employees of Affiliates who have a need-to-know in connection with the performance of the Receiving Party's obligations under this Agreement.

**20.2 Exemptions.** The restrictions and obligations in this section shall not apply to the Disclosing Party's Confidential Information, which:

- (a) is or has become generally available to the public other than as a result of a disclosure by the Receiving Party (or its representatives);
- (b) was received by the Receiving Party from a third party and not indirectly from the Disclosing Party in violation of any obligation of secrecy or non-use;
- (c) was in the possession of the Receiving Party prior to disclosure or is developed independent from such Confidential Information, as is shown by competent evidence.

**20.3 Court orders.** In case Confidential Information is required to be disclosed by the Receiving Party by virtue of a court order or statutory duty, the Receiving Party shall be allowed to do so, provided that it shall without delay inform the Disclosing Party in writing of receipt of such order or duty and enable the Disclosing Party reasonably to seek protection against such order or duty.

**20.4 Return or destroy.** Upon the first request of a Disclosing Party, the Receiving Party shall without delay (a) return all their copies, samples and extracts of, and all other physical media containing, the Disclosing Party's Confidential Information, and (b) delete or destroy (and have deleted or destroyed) all automated data containing the Disclosing Party's Confidential Information.

## 21. FORCE MAJEURE

**21.1** Neither party shall be held liable for its inability to perform any of its obligations contained herein where such inability is caused by any of the following force majeure events:

- a) acts of God;
- b) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;
- c) riots, civil commotion, or embargoes;
- d) epidemics; earthquakes, landslides, floods
- e) fire, accident, explosion except where caused by negligence of the party seeking to invoke force majeure; and

**21.2 Notification of Force Majeure.** A Party unable to fulfil its obligations duly and timely because of an event of Force Majeure shall inform the other Party promptly, both orally and in writing, specifying the cause of Force Majeure and how it may affect its performance, including a good faith best estimate of the likely scope and duration of interference with its obligations, and shall make best efforts to terminate or avoid as soon as practicable the Force Majeure circumstances. The Parties shall consult with each other in order to minimize all damages, costs and possible other negative effects.



- 21.3 **Effects.** The Party prevented to fulfil its obligations shall not be required to remove any cause of Force Majeure or to replace or provide any alternative to the affected source of supply or the affected facility if that would require additional expenses or a departure from its normal practices, or to make up for any quantities not supplied. If an event of Force Majeure has occurred, the Party prevented to fulfil its obligations is entitled to allocate, in a manner it considers reasonable, the available resources amongst its CONCESSIONAIREs and its own requirement.

## 22. DISPUTE RESOLUTION

- i. Any dispute arising out of or in connection with the Agreement or the interpretation thereof which cannot be settled within 30 days, from the date that a written default notice has been brought to the attention of the defaulting party, shall be settled by way of arbitration under the Arbitration Laws of Sierra Leone with a panel of no less than 3 arbitrators appointed in accordance with the said Rules. The proceedings shall be in the English language and the seat of arbitration shall be in Freetown.
- ii. Any dispute relating to this Agreement which cannot be settled amicably shall be subject to the jurisdiction Laws of Sierra Leone and London Court of International Arbitration (LCIA), to which both parties agree to submit for these purpose
- iii. The Parties hereby waive any right of sovereign immunity as a defense in any arbitration commenced under the present Section and further waive any right of sovereign immunity to defend themselves and their property in respect of the enforcement and execution of any award rendered by an arbitral tribunal constituted pursuant to the present Section.

## 23. CHANGE OF LAWS AND REGULATIONS

When laws and regulations (including tax laws and regulations) which are passed or changed after the execution of this Agreement necessitate variations or changes to the service or its performance, and this affects any of the party, both parties are entitled to request a variation or change-order of the Agreement reflecting the effect of passing or changing of such laws or regulations.

## 24. OBLIGATION TO CO-OPERATE

The Parties shall mutually co-operate with one and other in order to achieve the objectives of this Agreement. Whenever a consent or approval is required by one party from the other party, such consent or approval shall not be unreasonably withheld or delayed.

## 25. INDEMNITY

### 25.1 CONCESSIONEE's Indemnity

Subject to Agreement, the CONCESSIONEE shall indemnify and hold harmless the CONCESSIONAIRE and its officials and employees against all damages, losses and costs, including third party claims (and including the reasonable cost of defending third party claims, on a solicitor and client basis), arising from:

- (a) the CONCESSIONEE's breach of any provision of this Agreement;
- (b) the negligence or other tortious conduct of the CONCESSIONEE or any director,



officer, employee, agent or sub CONCESSIONEE of the CONCESSIONEE in relation to the Project, or

- (c) any third-party claim alleging infringement by the CONCESSIONEE or its sub CONCESSIONEE, in relation to the Project, of any intellectual property rights of third parties.

## 25.2 CONCESSIONAIRE's Indemnity

Subject to this Agreement, the CONCESSIONAIRE shall indemnify and hold harmless the CONCESSIONEE and its directors, officers, and employees against all damages, losses and costs, including third party claims (and including the reasonable cost of defending third party claims, on a solicitor and client basis), arising from the CONCESSIONAIRE's breach of any provision of this Agreement or arising from the negligence or other tortious conduct of the CONCESSIONAIRE or any official, employee or agent of the CONCESSIONAIRE in relation to the subject matter of this Agreement.

## 26. COMMUNICATIONS

### 26.1 Notices

Any notice, consent, approval or other communication under any provision of this Agreement must be in writing to be effective, and is effective when delivered by any means, including fax transmission or e-mail, to the following respective addresses:

- (a) if to the CONCESSIONAIRE:

National Civil Registration Authority (NCRA)  
2, Walpole Street  
Freetown  
Sierra Leone  
West Africa

- (b) if to the CONCESSIONEE:

Constrat Systems SL Limited (The Consortium)  
6 Boyle Lane, Murray Town  
Freetown  
Sierra Leone  
West Africa

Either party may change its address information by giving notice to the other in the above manner.

### 26.2 Confidential Information

Each party shall, upon delivering any information to the other that includes information delivered in confidence, identify the information delivered in confidence (the "Confidential Information"). The receiving party shall maintain (and shall ensure that its officers, employees, consultants, advisors and contractors maintain) the confidentiality of the Confidential Information, with the exception of information that:



- (a) at the time of the disclosure to the receiving party, was in the public domain;
- (b) after disclosure to the receiving party became part of the public domain through no fault of the receiving party or those for whom it is responsible at law;
- (c) was in the possession of the receiving party at the time of disclosure to it, as demonstrated by written records; or
- (d) was received by the receiving party from a third party who had a lawful right to disclose the information.

### 26.3 Disclosure of Confidential Information

Neither party shall disclose Confidential Information delivered by the other except:

- (a) to such of its affiliates, officers, employees, consultants, advisors and CONCESSIONEES  
(Including, in the case of the CONCESSIONEE, its lenders and potential lenders, investors and potential investors, and rating agencies, surety companies and prospective guarantors) who reasonably require access to the Confidential Information for the due performance of this Agreement or to further the purposes of this Agreement;
- (b) as required by applicable law; or
- (c) where the disclosure is consented to by the other.

## 27. GENERAL PROVISIONS

### 27.1 Assignment by the CONCESSIONAIRE

(a) The CONCESSIONAIRE shall not assign or transfer all or any part of its rights or obligations under this Agreement without the prior written consent of the CONCESSIONEE.

(b) It is hereby declared that this Article 28.2(a) shall not prevent the CONCESSIONAIRE from merging or consolidating with any other governmental ministry, parastatal, department, authority or agency of Sierra Leone or any administrative subdivision of Sierra Leone provided that the surviving entity has the capability and authority to assume all rights, obligations and responsibilities assumed by the CONCESSIONAIRE; and assumes and becomes fully liable to perform the CONCESSIONAIRE's obligations under this Agreement.

### 27.2 Assignment by the CONCESSIONEE

(a) The CONCESSIONEE shall not, without the prior written consent of the CONCESSIONAIRE, transfer all or any of its obligations under this Agreement.

(b) The CONCESSIONEE shall not create or allow to be created any other security interest, lien, mortgage or encumbrance in respect of its rights and interests under this Agreement or any other document without the prior written consent of the CONCESSIONAIRE.



### 27.3 Amendment and Waiver

No amendment of this Agreement is effective unless made in writing and signed by a duly authorized representative of each of the CONCESSIONAIRE and the CONCESSIONEE. No waiver of any provision of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver. No representation by either of the parties with respect to the performance of any obligation under this Agreement is capable of giving rise to an estoppel unless the representation is made in writing.

### 27.4 Additional Assurances

The CONCESSIONAIRE and the CONCESSIONEE each agree to from time to time do all such acts and provide such further assurances and instruments as may reasonably be required in order to carry out the provisions of this Agreement according to their spirit and intent.

### 27.5 Governing Law

The Laws of Sierra Leone shall apply to this Agreement

### 28. Types of ID cards to be produced

- (a) Sierra Leone National ID Card (limited to Sierra Leonean Citizens)
- (b) ECOWAS ID Card (on demand for use within ECOWAS member countries)
- (c) Sierra Leone ECOWAS ID Card (on demand for Sierra Leoneans wishing to travel within ECOWAS member countries)
- (d) Non- National ID Card (mandatory for all foreign residents in Sierra Leone)

### 29. APPENDICES

The following Appendices attached hereto shall form and be read as part of this Agreement and for the avoidance of doubt, each such Appendix shall, for the purposes of interpretation and enforcement of this Agreement have the same force and effect as the body of this Agreement.

Appendix A:	TECHNICAL SOLUTION
Appendix B:	SCOPE OF WORK
Appendix C:	PROJECT IMPLEMENTATION PLAN
Appendix D:	BILL OF MATERIALS
Appendix E:	SYSTEM LICENCE AND MAINTENANCE TERMS
Appendix F:	MINUTES OF CONTRACT NEGOTIATION,
Appendix G:	CONCESSIONAIRE'S NOTIFICATION OF AWARD
Appendix H:	CONCESSIONEE'S LETTER OF ACCEPTANCE OF NOTIFICATION OF AWARD
Appendix I:	ELIGIBILITY AND QUALIFICATION CRITERIA
Appendix J:	INTEGRITY PACT FORM
Appendix K:	IDENTITY CARDS DESIGN AND DOVID DESIGN
Appendix L:	PRICING

IN WITNESS WHEREOF THE DULY AUTHORISED REPRESENTATIVES OF THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED for and on behalf of the within named NATIONAL CIVIL REGISTRATION AUTHORITY (NCRA) ("the CONCESSIONAIRE")

BY ITS DIRECTOR GENERAL-

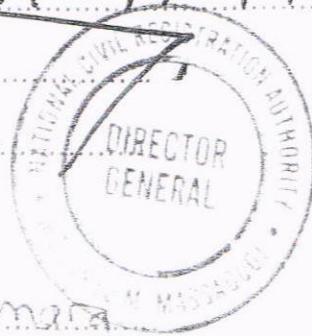
Mohamed M. MASSAQUISI

SIGNATURE:

*[Handwritten signature]*

DATE:

04/03/2022



IN THE PRESENCE OF:

NAME:

Mustapha S. Kamara

ADDRESS:

NCRA

DESIGNATION:

Director Procurement & Logistics

SIGNATURE:

*[Handwritten signature]*

SIGNED SEALED AND DELIVERED for and on behalf of the within named CONSTRAT SYSTEMS SL ("CONCESSIONEE")

BY ITS MANAGING DIRECTOR:

Tarek M. Massane

SIGNATURE:

*[Handwritten signature]*

DATE:

4/13/2022



Constrat Systems SL

IN THE PRESENCE OF:

NAME:

Alhaji Fallah

ADDRESS:

#2 Obad cob st

DESIGNATION:

Businessman

SIGNATURE:

*[Handwritten signature]*

*[Handwritten signature]*

APPENDIX A: TECHNICAL SOLUTION

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## Solution

### Overview

Proposed X Infotech information technology solution for the personalization and issuance of the eID cards include proprietary software, hardware and support services. The solution is based on best practices gained from X Infotech implemented projects and covers the industry's business, security and technical requirements. X Infotech is ready to customize the solution by adding or removing software and hardware components to optimize the solution for the specific project needs.

The solution consists of the following Application:

#### Document Management system

- \* Request Processing
- \* Document Issuance
- \* Document Registry

#### Personalisation and Issuance system

- \* Production and Stock Management
- \* Personalisation system
- \* Quality Assurance
- \* PKI
  - \* ICAO PKI: CSCA, DS, CVCA, DV, TCC components
  - \* Citizen PKI: Root CA, Sub CA, RA, VA components
  - \* Technical PKI: Root CA, Sub CA, RA, VA components

#### Administration system

- \* Payment processing system
- \* SMS notification system
- \* Card Verification system

The solution includes:

- \* HSM devices for personalisation and PKI
- \* Personalisation machines and workplaces
- \* Document Issuance workplaces
- \* Datacentre hardware and third-party licenses
- \* Project management, implementation and training services
- \* 10 years support for X Infotech software

The logical architecture of the solution is provided in section 0 Architecture.

The solution personalisation and issuance of workflows are described in section 0 Workflows.

The proposed software systems and components within the systems as well as the main functionality of these components are described in section .

The solution infrastructure components are described in section

# Architecture

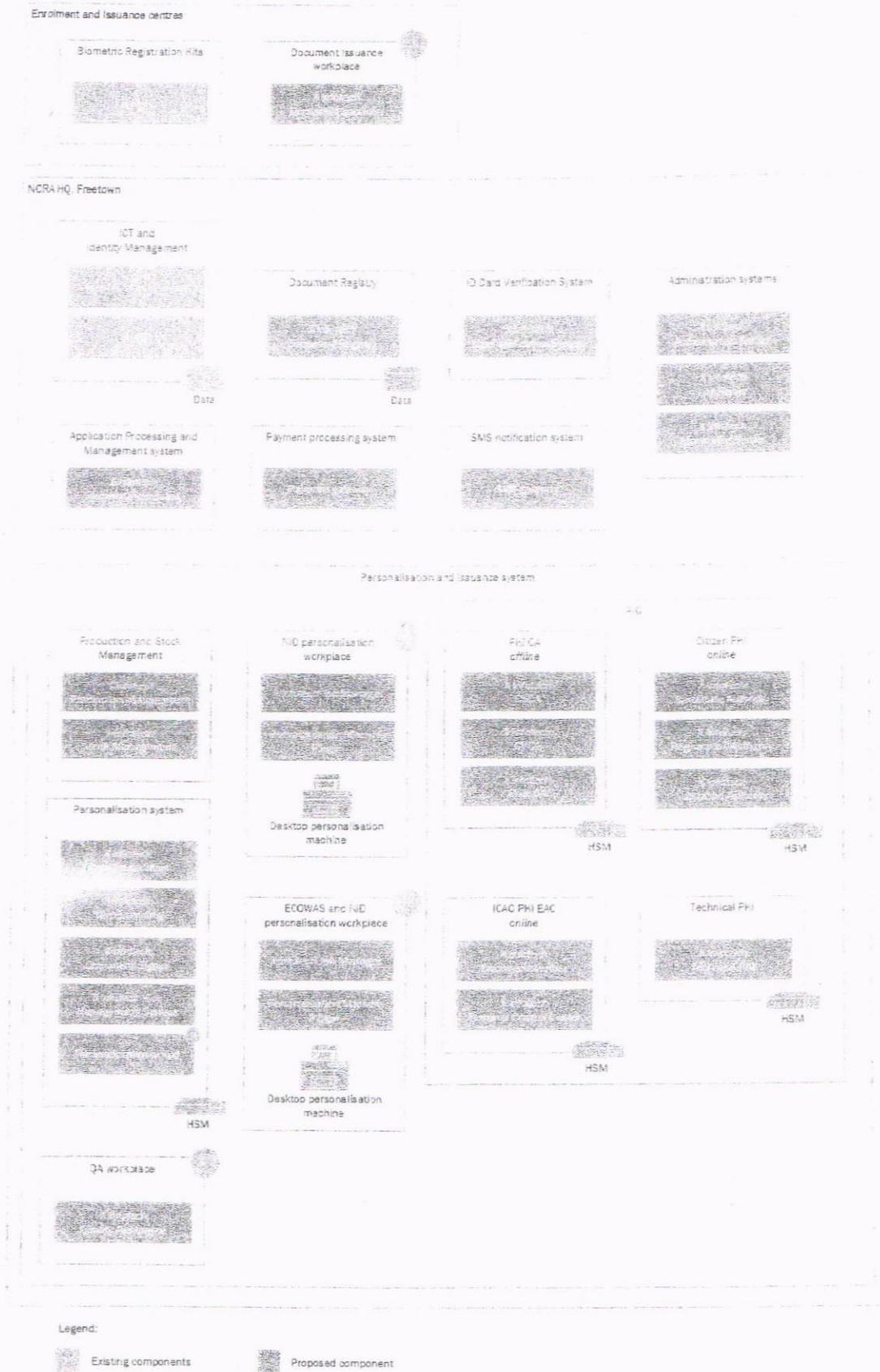


Figure 1 Logical architecture

## Workflows

The section provides information on high-level workflow for eID personalization and issuance.

### Registration in the National Registry

Citizen registration takes place in the existing system.

#### Enrolment

- Citizen comes to the NCRA.
- Operator enrolls citizen information in the existing Enrolment system: biographic data, fingerprints, ICAO face photo and signature.
- System assigns citizen NIN.
- System stores citizen's data in the National Registry database.

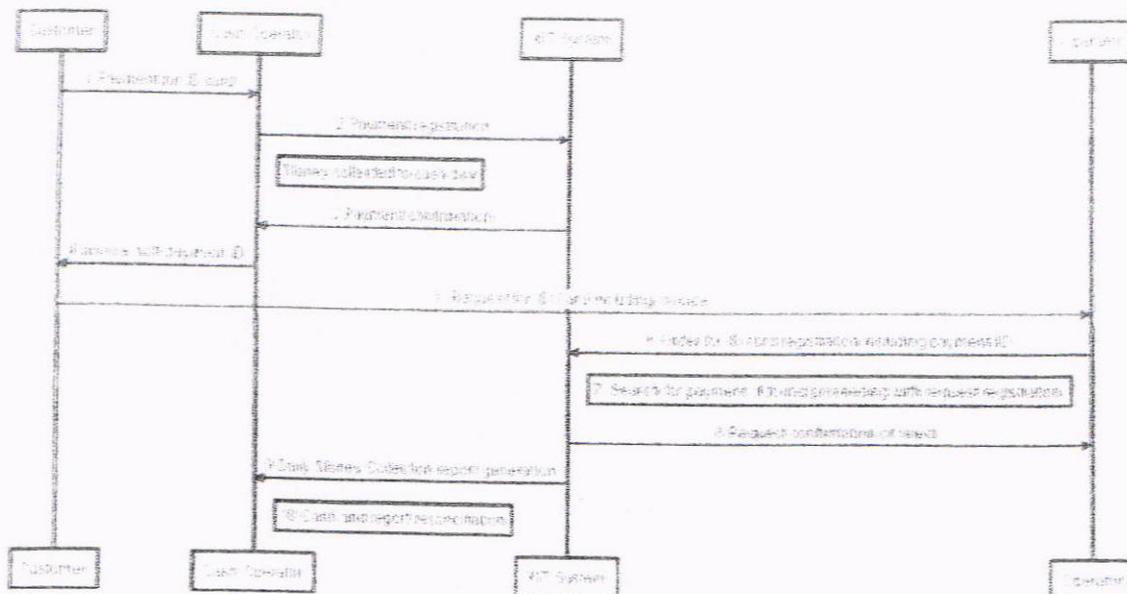
#### Biometric deduplication

- Existing Identity Management receives citizen's NIN and biometric data for biometric deduplication.
  - Identity Management performs fingerprint deduplication using the existing AFIS search engine.
  - No conflicts — Identity Management creates a new biometric record or updates the existing one.
  - Conflict — operators resolve the conflict: denies the new record, creates a new biometric record or updates the existing one.
- Citizen's biometric data is stored in Identity Management and AFIS.

#### Payment

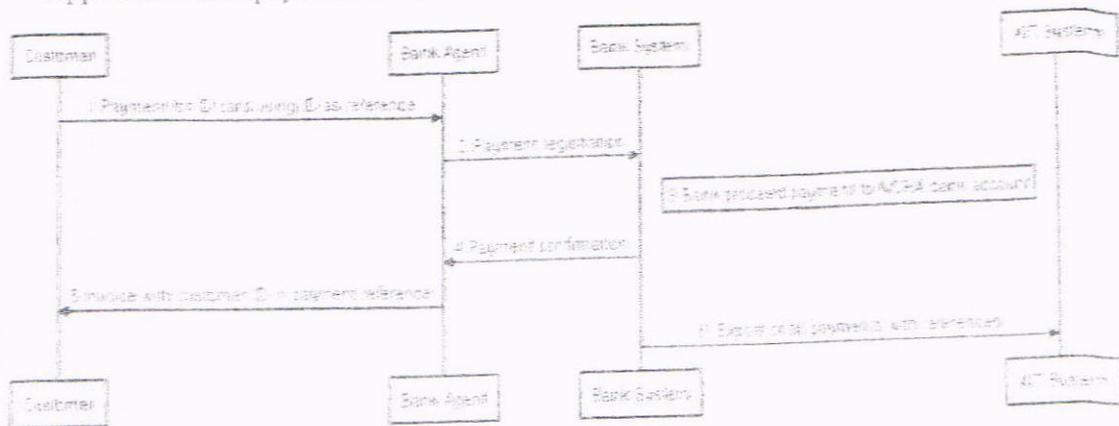
Applicant pays for the requested ID document specifying the NIN of the future owner of the document. Payment is made to one of the implemented options.

#### Option 1: Payment via the dedicated operator in the branch

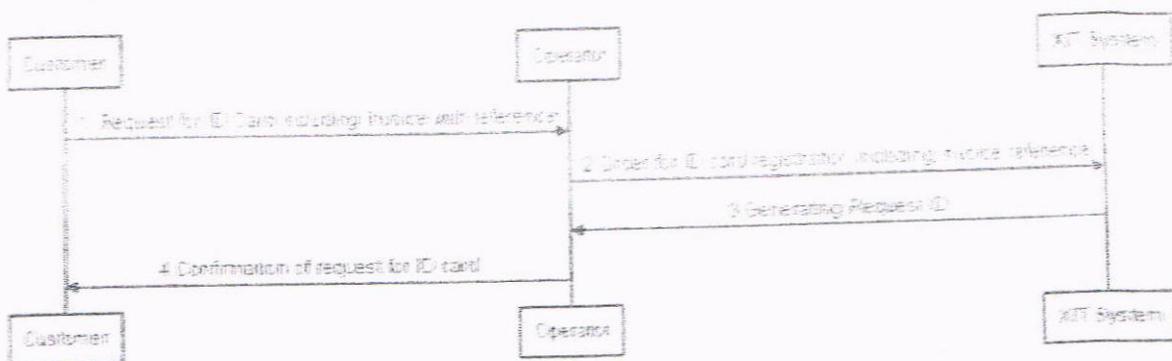


**Option 2: Payment acceptance via bank, bank agent or mobile network operator (MNO)**

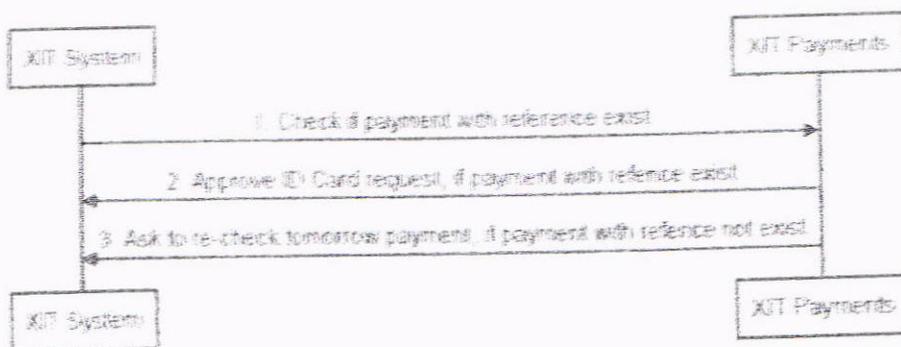
Applicant makes payment in the bank:



Applicant requesting eID card in NCRA:



Payment verification:



**Application registration**

If the applicant doesn't have NIN the workflow 0 Registration in the National Registry must be performed.

Application registration takes place in the existing system.

Operator enters applicant NIN and the system requests the citizen's data from the National Registry.



- 1 Operator reviews applicant personal data, validates, and accepts to proceed with the application registration.
- 2 If the applicant representative applies for the document, the Operator enters the representative NIN, system requests the applicant representative data from the National Registry.
- 3 Operator reviews applicant representative personal data, validates, and accepts to proceed with the application registration.
- 4 System stores the applicant and applicant representative information in the application.
- 5 Operator validates the payment receipt.
- 6 Operator specifies the document type and the document issuance branch where to deliver the document.

When the application is registered system pushes the application data to the Request Processing system:

- \* Applicant personal data
- \* Applicant biometric data: ICAO compliant photo and fingerprints
- \* Applicant representative personal data
- \* Requested document type
- \* Document issuance branch where to deliver the document

#### **Application data processing**

Application data processing and validation through multiple external systems take place in the Request Processing system.

- 1 System receives application data.
- 2 System validates payment in the Payment processing system.
- 3 System validates applicant's data in the AFIS and Criminal Police system if there are interfaces for integration with AFIS and Criminal Police.
- 4 System checks whether the applicant has an existing valid card in the Document Registry.
- 5 If the application doesn't pass any of the validations, the automatic process stops and the application waits for the operator action. The operator decides to reject the application or to restart the process of the application validation.
- 6 System generates personalisation application and sends it to the personalisation system.

#### **Personalization**

- 1 Production Management receives personalisation application.
- 2 Production Management validates received application data according to rules configured for a particular document type and if application data is not valid sends an error response to the Request Processing system.
- 3 Production Management does application data preparation for personalization and puts the prepared application in the personalization queue sorted by issuance office and priority.

- Operator selects applications for production and forms production unit.
- Operator allocates formed production unit to the particular production machine and system generates personalisation files for the particular machine.
- Job Manager receives personalisation files. The personalisation operator runs the personalisation on the personalisation machine through the Job Manager.
- For chip data preparation and chip encoding machine connects to Chip encoding. Chip encoding opens the chip encoding session and writes all required data to the document chip. After chip successful personalization the machine personalises the document visual part.
- Operator performs quality control of the produced document using Quality Assurance that reads data that is accessible in BAC mode and fingerprint data that is accessible in EAC mode.
- If Quality inspection is not successful, the rejected card is marked as "rejected" and the workstation proceeds with document remake.
- Operator sorts inspected documents in packs and move them away from production premises for delivery.
- Production Management synchronizes information about blank card statuses with Stock Management.
- Production Management sends a successful personalization response to the Request Processing system.
- Production Management system sends information of the document to the Document Registry.
- Document Registry creates document record and sets the document status.

#### **Distribution**

- Operator chooses verified and sorted document pack for particular Issuance office.
- Operator checks the number of documents, marks them in the system packs them into the box for delivery, prints the delivery paper and gives them to the delivery agent.
- Delivery agent delivers single or box of produced documents to the issuance office.
- Operator receives the box, validates the number of the received documents and registers them in the system.
- System sends the request to the SMS notification system.
- SMS notification system sends the notification SMS to the applicant.
- Operator stores the document for issuance.

#### **Issuance**

- The system allows issuing the document to the cardholder's representative.
- Citizen or its representative comes to the issuance office for the document.
- Operator verifies the citizen or its representative and its document.
- Operator issues document to the citizen or its representative via Document Issuance.
- If the document holder is receiving the document, it performs fingerprint verification.

- If the cardholder's representative receives the document, it doesn't perform fingerprint verification, but the operator registers the cardholder's representative in the system.
- Document Issuance requests Document Registry to update the document status.
- Document Registry updates the status of the document to Issued, if the previous document of the citizen is still valid, the system changes its status to Invalid.

#### Usage

##### View the cardholder or document data and change document status in Document Registry

Operator view the cardholder's data, cardholder's documents data.

If the cardholder reported a document lost or stolen, the operator changes the status of the document.

##### Document validation in the **Error! Reference source not found.**

- Administrator gives the user permissions for the services and sets the transaction counter for the user under the paid service.
- User opens the web browser and enters the Card Verification System (CVS) portal address.
- User authenticates to the CVS portal by entering its credential.
- CVS Authorisation server validates whether the user has permissions to receive the service.
- The user sees on the screen the number of the available (paid) transactions.
- User enters card number and Citizen NIN in the CVS portal.
- CVS portal validates the number of available transactions. If there are no available transactions, the CVS portal denies the request.
- CVS portal verifies and validates the card and cardholder by the provided card registration number and citizen NIN.
- CVS portal displays the result of the validation and the card and cardholder's data.
- CVS portal decreases the available transaction counter.
- CVS portal saves the view history for the evidence and the reports.

#### Assumptions and Limitations

##### Solution

- \* Proposed systems work in online mode only.
- \* The NCRA existing system performs citizen enrolment, biometric deduplication and NIN assignment.
- \* Only citizens with NIN and data in the National Registry can apply for the document.
- \* Solution expects to have 100% of documents covered by manual quality control.
- \* Document Issuance application will be installed only on the Document Issuance workplaces, which are part of X Infotech delivery — Windows platform workstations. There is no integration with existing End-user devices.
- \* Workflow allows to apply and receive the document on behalf of another person.

- \* Only the production environment included in the solution.
- \* A public certificate for the CVS portal is provided by the Customer.

#### Project

- \* Interface specification for integration with End-user systems (e.g., AFIS and Criminal Police) shall be provided by NCRA.
- \* Only 3rd level support for Customer will be provided by X Infotech with Latvian time working hours according to SMA conditions.
- \* X Infotech provides a "train-the-trainer" level training program for operators and administrators. Training sessions will be held in the English language. End-user training sessions should be provided by Customer trained personnel.
- \* System FAT will take place in Riga, Latvia at X Infotech premises. Customer and End-user travel cost to FAT shall be covered by the Customer.
- \* Remote access to X Infotech deployed infrastructure to be provided until SAT.
- \* All system software and hardware documentation, as well as user interfaces, will be provided in the English language.
- \* Custom clearance procedures of delivered HW and SW to be performed by the Customer.
- \* Country-wide deployment of issuance offices (including system HW and SW) will be made by the Customer. X Infotech will provide the necessary instructions.
- \* Customer technical personnel shall be capable and ensure full support to X Infotech with all onsite HW installations, which will be made under X Infotech engineers onsite or remote supervision.
- \* Go-live onsite baby-sitting for up to 1 month will be provided by X Infotech.
- \* All arrangements and approvals from the End-user shall be obtained by the Customer.
- \* Customer personnel should complete training with personalisation machine CONCESSIONEE for its further maintenance. Travel costs associated should be covered by the Customer.

## APPENDIX B: SCOPE OF WORK

### Project management

X Infotech assigns the project manager for the delivery of the proposed solution. Project Manager role is critical to ensuring open and ongoing communications, documentation, and coordination among the various concurrent deployment initiatives, technologies, and teams. Project management tasks include:

- \* Follow-up on project progress and activities
- \* Participation and leading in meetings with internal team
- \* Participation in meetings with customer teams
- \* Monitoring and control of project KPIs (verification of project scope, schedule, quality)
- \* Preparing and distribution of Status Reports
- \* Resolving or escalation of issues and conflicts

### Implementation

The present section describes implementation services for the proposed solution. X Infotech implementation teamwork in partnership with customer system administrators and technical staff to configure and integrate the proposed solution. Implementation tasks include:

- \* Solution analysis and design (workshop and preparation of detailed solution description)
- \* Customization of X Infotech systems within the scope of project/agreement
- \* Preparation of configuration of core systems in X Infotech office
- \* Deployment of proposed environments at customers premises
- \* Preparation of documentation for X Infotech systems
- \* Assistance customer's team in Integration testing
- \* Participation in solution Site Acceptance Tests
- \* Assistance customer's team for Go-live preparation and up to 4 weeks of babysitting.

### Training

X Infotech provides training service to ensure that customer's personnel is qualified to work with the implemented solution and to solve routine issues. Separate training sessions are available for administrators and operators of the system. We propose to make a "train-the-trainer" course for personnel. After attending this course, participants can train other users. Administrators should be experienced with Microsoft Windows Server, SQL database and LAN/VPN network technologies. Operators should have basic computer skills.

Training language – English, length — 15 working days.

Topics:

- \* Architecture, components and building principles of the deployed solution
- \* Maintenance of servers, workstations and peripheral devices, network infrastructure
- \* Solution configuration
- \* Solution workflows for system users, problem handling

APPENDIX C: PROJECT IMPLEMENTATION PLAN



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## Project Plan

Below is a suggested project plan. This plan should be discussed and modified according to the project final specifications.

In order to reach this planning the following conditions have been applied:

1. No FAT in Riga
2. Verification portal moved to phase 2. That's mean it will be ready after the first cards will be issued
3. Delivery times of sample & production cards (all in yellow) should be validated with AC
4. No change on the personalization machines specifications.

Table 1

#	Task Name	Week	Duration	Start	Finish	Predecessors	Resource Names
1	Sierra Leone eID solution delivery plan	Week 1	150 days	Mon 05.07.21	Fri 22.04.22		
2	Contract signed and pre-payment received	Week 1	0 days	Mon 05.07.21	Mon 05.07.21		Constrat;X Infotech
3	Project start-off and resource assigning	Week 1	5 days	Mon 05.07.21	Fri 09.07.21	2	X Infotech;Austria Card;Constrat
4	Solution and infrastructure analysis	Week 2	30 days	Mon 12.07.21	Fri 20.08.21	2;3	
5	Project kick-off meeting and solution analysis workshop	Week 2	5 days	Mon 12.07.21	Fri 16.07.21		X Infotech;Austria Card;Constrat
6	Solution, functionality and infrastructure specifications development	Week 3	20 days	Mon 19.07.21	Fri 13.08.21	5	X Infotech
7	Approval of solution specifications	Week 7	5 days	Mon 16.08.21	Fri 20.08.21	6	Constrat
8	Delivery of hardware	Week 3	95 days	Mon 19.07.21	Fri 26.11.21		
9	Ordering of hardware	Week 8	10 days	Mon 23.08.21	Fri 03.09.21	7	X Infotech
10	Delivery of server & periphery hardware to Sierra Leone	Week 10	30 days	Mon 06.09.21	Fri 15.10.21	9	X Infotech;Constrat
11	Ordering of personalisation machines	Week 3	5 days	Mon 19.07.21	Fri 23.07.21	5	X Infotech
12	Production of personalisation machines	Week 4	60 days	Mon 26.07.21	Fri 15.10.21	11	X Infotech
13	Final design sample cards provided	Week 8	20 days	Mon 23.08.21	Fri 17.09.21	7	Austria Card;Constrat
14	Configuration of personalisation machines	Week 16	10 days	Mon 18.10.21	Fri 29.10.21	12;13	X Infotech
15	Delivery of personalisation machines to Sierra Leone	Week 18	20 days	Mon 01.11.21	Fri 26.11.21	14	Constrat;X Infotech
16	eID solution customisation (phase 1)	Week 7	60 days	Fri 20.08.21	Fri 12.11.21	7	
17	Specifications of external interfaces provided	Week 7	0 days	Fri 20.08.21	Fri 20.08.21		Constrat
18	Development of integration interfaces	Week 8	60 days	Mon 23.08.21	Fri 12.11.21	17	X Infotech

19	Sample cards and perso manuals provided	Week 7	0 days	Fri 20.08.21	Fri 20.08.21		Austria Card;Constrat
20	Development of ID cards personalization	Week 8	60 days	Mon 23.08.21	Fri 12.11.21	19	X Infotech
21	Customization of core solution components for local workflows	Week 8	60 days	Mon 23.08.21	Fri 12.11.21		X Infotech
22	Development of Payment solution	Week 8	30 days	Mon 23.08.21	Fri 01.10.21		X Infotech
23	eID solution customisation (phase 2)	Week 20	100 days	Mon 15.11.21	Fri 15.04.22	16	
24	Development of Verification portal solution	Week 20	80 days	Mon 15.11.21	Fri 18.03.22		X Infotech
25	Development of solution documentation	Week 38	20 days	Mon 21.03.22	Fri 15.04.22	24;18;21;22	X Infotech
26	System ready for installation and Onsite deployment	Week 15	55 days	Fri 15.10.21	Fri 14.01.22	10	
27	Datacenter premises are ready for deployment	Week 15	0 days	Fri 15.10.21	Fri 15.10.21		Constrat
28	Required 3rd party licenses are provided	Week 15	0 days	Fri 15.10.21	Fri 15.10.21		Constrat
29	All server & periphery hardware is delivered to datacenter	Week 15	0 days	Fri 15.10.21	Fri 15.10.21		Constrat
30	Deployment of server hardware & 3rd party software at datacenter	Week 16	20 days	Mon 18.10.21	Fri 12.11.21	27;28;29	X Infotech;Constrat
31	Deployment of solution software at datacenter	Week 20	25 days	Mon 15.11.21	Fri 17.12.21	30;16	X Infotech
32	All personalisation machines are delivered to production site	Week 21	0 days	Fri 26.11.21	Fri 26.11.21	15	Constrat
33	Deployment of personalisation machines	Week 22	10 days	Mon 29.11.21	Fri 10.12.21	15;27;32	X Infotech
34	Training of Operators (personalisation & issuance)	Week 27	5 days	Mon 03.01.22	Fri 07.01.22	31;33	X Infotech;Constrat
35	Training of Administrators & Support	Week 28	5 days	Mon 10.01.22	Fri 14.01.22	34	X Infotech;Constrat
36	Test connections to external interfaces and test data provided	Week 15	0 days	Fri 15.10.21	Fri 15.10.21		Constrat
37	Configuration & integration testing of deployed solution	Week 27	5 days	Mon 03.01.22	Fri 07.01.22	31;33;36	X Infotech;Constrat
38	SAT for phase 1 of solution (personalisation & issuance)	Week 28	5 days	Mon 10.01.22	Fri 14.01.22	37	Constrat;X Infotech
39	Launch of eID production	Week 1	150 days	Mon 05.07.21	Fri 11.02.22		
40	Production cards are delivered to Sierra Leone	Week 1	120 days	Mon 05.07.21	Fri 17.12.21		Constrat



41	System clean-up & configuration for production launch	Week 29	2 days	Mon 17.01.22	Tue 18.01.22	26	Constrat;X Infotech
42	Start of production at Sierra Leone	Week 29	1 day	Wed 19.01.22	Wed 19.01.22	40;41	Constrat
43	Baby-sitting for go-live	Week 29	17 days	Thu 20.01.22	Fri 11.02.22	42	X Infotech;Constrat
44	<b>Onsite system update (phase 2)</b>	<b>Week 38</b>	<b>25 days</b>	<b>Mon 21.03.22</b>	<b>Fri 22.04.22</b>		
45	Update of solution software & configurations	Week 38	20 days	Mon 21.03.22	Fri 15.04.22	24;39	X Infotech
46	Launch of Verification portal	Week 42	1 day	Mon 18.04.22	Mon 18.04.22	45	Constrat
47	Delivery of solution documentation	Week 42	5 days	Mon 18.04.22	Fri 22.04.22	25	X Infotech

\*CNT — Constrat System SL, AC — Austria Card, XIT — X Infotech

**APPENDIX D:**

**BILL OF MATERIALS**

**I. BILL OF MATERIALS**

**1.1.1. Main server rack**

**1.1.1.1. DMZ**

Table 2

Description	Details	Qty
Firewalls 1 & 2 for DMZ	Cisco 4331 Integrated Services Router ISR4331-SEC/K9	2
	Cisco ISR 4331 Sec bundle w/SEC license	
	SNTC-8X5XNBD Cisco ISR 4331 Sec bundle w/SEC license	
	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	
Switches 1 & 2 for DMZ	HP 1920S 24G 2SFP (JL381A) 26 Port Switch	2
DMZ servers	Dell PowerEdge R340:	2
	1 x Intel Xeon E-2124 3.3G 4C	
	16GB RAM	
	2 x 600GB SAS 10K SAS HDD	
	2 x PSU	
	Rails	
	PCIe Riser	
	Windows Server 2019 Standard,16CORE	
	2 x Power cords 2m / 4 x Patch Cables 3m	
	3Yr Basic Warranty – Next Business Day	
<b>Total</b>		<b>6</b>

**1.1.1.2. Rack devices**

Table 3

Description	Details	Qty
Rack admin console KMM/KVM	Dell LED KMM, 18.5" Dell DMPU108e 8-port Dell DMPUIQ-SRL DELL DRMK-77	1
42U data centre rack	Dell NetShelter SX 42U 2 x APC Basic Rack PDU Zero U	1
Firewalls 3 & 4 for Internal network	Cisco 4331 Integrated Services Router ISR4331-SEC/K9	2
	Cisco ISR 4331 Sec bundle w/SEC license	
	SNTC-8X5XNBD Cisco ISR 4331 Sec bundle w/SEC license	
	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	

Description	Details	Qty
Switches 3 & 4 for Internal network	HP 1920S 48G 4SFP (JL382A) 52 Port Switch	2
Virtualisation server 1	Dell PowerEdge R440: 2 x Intel Xeon Gold 5118 2.3G 12C 256GB RAM 4 x 600GB 10K SAS HDD 2 x PSU 1 x Dual Port 10 Gigabit Windows Server 2019 Datacenter,24CORE 140x Windows Server 2019/2016 Device CALs VMware vSphere 7 Standard for 2 CPU, 3 Year License and Subscription VMware vCenter Server 7 Standard for vSphere 7 (Per Instance), 3 Year Lic and Sub ReadyRails Sliding Rails With Cable Management Arm 2 x Power cords 2m / 4 x Patch Cables 3m 3Yr ProSupport and Next Business Day Onsite Service	6
Virtualisation servers 2-6	Dell PowerEdge R440: 2 x Intel Xeon Gold 5118 2.3G 12C 256GB RAM 4 x 600GB 10K SAS HDD 2 x PSU 1 x Dual Port 10 Gigabit Windows Server 2019 Datacenter,24CORE VMware vSphere 7 Standard for 2 CPU, 3 Year License and Subscription ReadyRails Sliding Rails With Cable Management Arm 2 x Power cords 2m / 4 x Patch Cables 3m 3Yr ProSupport and Next Business Day Onsite Service	6
Backup server	Dell PowerEdge R740xd: 1 x Intel Xeon Silver 4110 8C 16GB RAM 2 x 600GB 10K SAS RAID 1 8 x 8TB 7.2K HDD RAID-5 1 x Dell Quad Port Broadcom 57416 2 x PSU ReadyRails Sliding Rails With Cable Management Arm Windows Server 2019 Standard,16CORE 2 x Power cords 2m / 4 x Patch Cables 3m 3Yr Basic Warranty – Next Business Day	1




Description	Details	Qty
Switches 10Gbit 1 & 2 for Storage system	Dell EMC Switch S4148T-0N 1 x Horizontal Cable Management Panel	2
UPS 1 & 2	APC Smart-UPS 3000VA (SMT3000RM12U)	2
Storage system (20TB)	SCv3020 3Ux30 Drive Storage Array1 EX-Works1 Shipping EMEA21 Rack rail, 2Us, Static1 SCv30X0 Dual Controller Components1 SC Bezel1 Redundant Power Supply, 1485W, C142 C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord2 No Mezzanine Card19 Hard Drive Filler 2.5in, single blank1 Storage Center Core Software Bundle, Base License1 SSN License1 Enterprise Order - EMEA1 Consolidation Fee ESG1 3Yr Parts Only Warranty1 No Installation Service or Customer Self Install Selected (Contact Sales rep for more details)2 IO, 10Gb iSCSI, 4 port, PCI-E, Copper, Full height1 3Yr ProSupport and Next Business Day On-Site Service11 SC, 1.92TB, SAS, 12Gb 2.5" RI SSD	1
Total		18




1.1.13 HSM

Table 4

Description	Details	Qty
Personalisation HSM 1 & 2	ProtectServer External 2, Toolkit PTK V5.7, PL1500, W5.04.00 Verifone Pin Pad Reader and Accessories Kit Power Cord 220 VAC, EURO, ROHS for HSM	2
Citizen PKI HSM 1 & 2	Luna Network HSM S750 PED Authentication Enterprise Performance 5 partitions RSA-2048 5000 tps	2
ICAO EAC PKI and Technical PKI HSM 1 & 2	ProtectServer External 2, Toolkit PTK V5.7, PL1500, W5.04.00 Verifone Pin Pad Reader and Accessories Kit Power Cord 220 VAC, EURO, ROHS for HSM	2
<b>Total</b>		<b>6</b>

1.1.14 Workstations

Table 5

Description	Details	Qty
Admin workstations 1-3	DELL Optiplex 3080 SFF/i5-10500/8GB/256GB SSD/DVDRW/Win10 Pro/ENG/3YrNBD + P2419H monitor	3
<b>Total</b>		<b>3</b>

## 1.1.2. CA server rack

### 1.1.2.1. Rack devices

Table 6

Description	Details	Qty
CA rack admin console	Dell LED KMM, 18.5" Dell DMPU108e 8-port Dell DMPUIQ-SRL DELL DRMK-77	1
CA rack (24U)	Dell NetShelter SX 24U	1
Switches 1 & 2 for CA	HP 1920S 24G 2SFP (JL381A) 26 Port Switch	2
CA servers	Dell PowerEdge R340: 1 × Intel Xeon E-2124 3.3G 4C 16GB RAM 2 × 600GB SAS 10K SAS HDD 2 × PSU Rails PCIe Riser Windows Server 2019 Standard,16CORE 2 × Power cords 2m / 4 × Patch Cables 3m 3Yr Basic Warranty – Next Business Day	2
UPS for CA	APC Smart-UPS 3000VA (SMT3000RMI2U)	2
<b>Total</b>		<b>8</b>




1.1.2.2. HSM

Table 7

Description	Details	Qty
PKI CA HSM 1	Luna Network HSM S700 PED Authentication Standard Performance 5 partitions RSA-2048 1000 tps	1
PKI CA HSM 2 + Backup HSM device	Luna Network HSM S700 Bundle Backup HSM PED Authentication Standard Performance 5 partitions RSA-2048 1000 tps	1
Total		2

1.1.2.3. Workstations

Table 8

Description	Details	Qty
Admin workstation	DELL Optiplex 3080 SFF/i5-10500/8GB/256GB SSD/DVDRW/Win10 Pro/ENG/3YrNBD + P2419H monitor	1
Total		1




1.1.3. NID Personalization workplace × 4

Table 9

Description	Details	Qty
Personalization workstation	DELL Optiplex 3080 SFF/i5-10500/8GB/256GB SSD/DVDRW/Win10 Pro/ENG/3YrNBD + P2419H monitor	4
IXLA ID5 20W	ID5 20W Laser Printer For Cards ID5 Card Transport Engraving Module Options: Xy Auto positioning Greyscale Camera Kit ID CLI Kit ID5 PC/SC Contact and Contactless Single-Chip Encoder ID5 Wood Crate	4
<b>Total</b>		<b>8</b>

1.1.4. ECOWAS and NID Personalisation workplace × 2

Personalisation machines will be configured to be able to personalise both ECOWAS and NID cards.

Table 10

Description	Details	Qty
Personalisation workstation	DELL Optiplex 3080 SFF/i5-10500/8GB/256GB SSD/DVDRW/Win10 Pro/ENG/3YrNBD + P2419H monitor	2
IXLA ID5 20W	ID5 20W Laser Printer For Cards ID5 Card Transport Engraving Module Options: Xy Auto positioning Greyscale Camera Kit ID CLI Kit ID5 PC/SC Contact and Contactless Single-Chip Encoder ID5 Wood Crate	2
<b>Total</b>		<b>4</b>

1.1.5. QA workplace × 8

Table 11

Description	Details	Qty
Document reader	Elyotis ID Box 121 (MRZ scanner, Contactless reader)	8
QA workstation	DELL Optiplex 3080 SFF/i5-10500/8GB/256GB SSD/DVDRW/Win10 Pro/ENG/3YrNBD + P2419H monitor	8
Barcode reader	Mindeo 6600 Handheld 1D/2D Barcode scanner with stand	8
<b>Total</b>		<b>24</b>

1.1.6. Stock and Production management workplace × 5

Table 12

Description	Details	Qty
Stock and Production management workstation	DELL Optiplex 3080 SFF/i5-10500/8GB/256GB SSD/DVDRW/Win10 Pro/ENG/3YrNBD + P2419H monitor	5
Barcode reader	Mindeo 6600 Handheld 1D/2D Barcode scanner with stand	5
<b>Total</b>		<b>10</b>

1.1.7. Document Issuance workplace x 55

Table 13

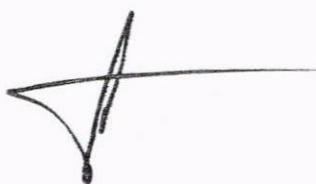
Description	Details	Qty
Document reader	Elyotis ID Box 121 (MRZ scanner, Contactless reader)	55
Barcode reader	Mindeo 6600 Handheld 1D/2D Barcode scanner with stand	55
Document Issuance workstation	Dell Latitude 5420/14" FHD/i5-1135G7/8GB/256 GB SSD/Intel Iris Xe Graphics/TB/No SC/Windows 10 Pro/ENG/5Yr	55
Single flat finger scanner	Suprema BioMini Slim Live Fingerprint Detection (LFD) Technology	55
<b>Total</b>		<b>220</b>

1.1.8. Industrial A4 printers x 4

Table 14

Description	Details	Qty
Industrial monochrome A4 laser printer for QA	HP LaserJet Enterprise M507dn	2
Industrial monochrome A4 laser printer for Stock and Production	HP LaserJet Enterprise M507dn	2
<b>Total</b>		<b>4</b>

We do recommend having additional A4 printers for application registration and document issuance, to fulfil the proposed workflow. X Infotech can include necessary printers into the proposal upon the customer request and specified information: the number of application registration workplaces and their location, and the number of the issuance offices and number of the document issuance workplaces per each issuance office.




1.2. Third-party licenses (to be provided by Constat)

Table 15

Description	Details	Qty
McAfee Endpoint Protection Suite	1 Year	131
MS SQL Server Standard 2019	MS SQL Server Standard 2019 Government (8 core with Software Assurance for 2 years)	1
Veeam Backup Essentials Enterprise	Veeam Backup Essentials Enterprise	1
Total		133



### 1.3. Virtual servers

#### 1.3.1. Production Management, Personalisation and Issuance

Table 16

ID	Role	VM	VCores	VRAM (GB)	HDD (GB)	DB (GB)	OS
<i>Personalisation Management</i>							
1	Production and Stock Management 1	1	12	64	64	5 000	Windows
2	Production and Stock Management 2	1	12	64	64	–	Windows
3	Document Registry 1	1	4	8	64	2 250	Windows
4	Document Registry 2	1	4	8	64	–	Windows
<i>Personalisation system</i>							
5	Chip encoding and Data Preparation 1	1	8	8	64	–	Windows
6	Chip encoding and Data Preparation 2	1	8	8	64	–	Windows
7	DS 1	1	4	8	64	–	Windows
8	DS 2	1	4	8	64	–	Windows
<i>Database</i>							
9	Database server 1	1	8	32	64	100	Windows
10	Database server 2	1	8	32	64	–	Windows
<i>Administration systems</i>							
11	Nginx 1	1	8	8	40	–	Linux
12	Nginx 2	1	8	8	40	–	Linux
13	Authorisation	1	8	8	64	200	Windows
14	Active Directory 1	1	8	8	100		Windows
15	Active Directory 2	1	8	8	100		Windows
16	Log server	1	4	8	64	200	Windows
17	Monitoring	1	2	4	216	–	Linux
18	License 1	1	2	4	40	–	Linux
19	License 2	1	2	4	40	–	Linux



ID	Role	VM	VCores	VRAM (GB)	HDD (GB)	DB (GB)	OS
<i>Request Processing system</i>							
20	Request Processing system 1	1	8	16	64	1 000	Windows
21	Request Processing system 2	1	8	16	64	–	Windows
<b>Total</b>		<b>21</b>	<b>138</b>	<b>332</b>	<b>1 472</b>	<b>8 750</b>	<b>16 – Windows 5 – Linux</b>

### 1.3.2 Payment processing and SMS Notification systems

Table 17

ID	Role	VM	VCores	VRAM (GB)	HDD (GB)	DB (GB)	OS
<i>System</i>							
1	Application server 1	1	5	8	64	200	Linux
2	Application server 2	1	8	32	64	–	Linux
3	Database 1	1	12	64	64	500	Linux
4	Database 2	1	12	64	64	–	Linux
<b>Total</b>		<b>4</b>	<b>22</b>	<b>32</b>	<b>256</b>	<b>500</b>	<b>4 – Linux</b>

### 1.3.3 PKI

Table 18

ID	Role	VM	VCores	VRAM (GB)	HDD (GB)	DB (GB)	OS
<i>Citizen PKI online</i>							
1	VA DMZ 1	1	8	8	64	–	Windows
2	VA DMZ 2	1	8	8	64	–	Windows
3	RA 1	1	4	8	64	500	Windows
4	RA 2	1	4	8	64	–	Windows
5	Sub CA 1	1	4	8	64	–	Windows
6	Sub CA 2	1	4	8	64	–	Windows

ID	File	VM	VCores	VRAM GB	HDD GB	DB GB	OS
<i>Technical PKI</i>							
7	Technical PKI 1	1	4	8	64	100	Windows
8	Technical PKI 2	1	4	8	64	—	Windows
<i>ICAO PKI EAC</i>							
9	DV DMZ 1	1	4	8	64	—	Windows
10	DV DMZ 2	1	4	8	64	—	Windows
11	DV 1	1	4	8	64	10	Windows
12	DV 2	1	4	8	64	—	Windows
13	TCC DMZ 1	1	4	8	64	—	Windows
14	TCC DMZ 2	1	4	8	64	—	Windows
15	TCC 1	1	4	8	64	128	Windows
16	TCC 2	1	4	8	64	—	Windows
<i>Administration systems</i>							
17	Nginx DMZ 1	1	8	8	40	—	Linux
18	Nginx DMZ 2	1	8	8	40	—	Linux
<b>Total</b>		<b>18</b>	<b>88</b>	<b>144</b>	<b>1 104</b>	<b>738</b>	<b>16 — Windows 2 — Linux</b>



APPENDIX E: SYSTEM LICENCE AND MAINTENANCE  
TERMS



## Warranty and Software Maintenance conditions

### Warranty

The CONCESSIONEE's warranties are exclusive and constitute the customer's sole and exclusive remedies for any defect or deficiency in the delivery provided the CONCESSIONEE has not acted with gross negligence or wilful misconduct. There are no other express or implied warranties or conditions of merchantability, satisfactory quality or fitness for a particular purpose. The customer is entitled to invoke the warranties hereunder only provided that it promptly notifies the CONCESSIONEE in writing of the defect or deficiency after having become aware or after it should reasonably have become aware of the same. In such notice to the CONCESSIONEE, the customer shall state and demonstrate how the defect or deficiency is manifested.

### Software Maintenance Agreement (SMA)

SMA means an agreement for software maintenance services. Maintenance services mean maintenance and support services.

The SMA provides software technical e-mail support, phone support and access to JIRA Service Desk (24/7), major version upgrades at a significant discount and new service packs and software updates at no charge (developed, according to X Infotech development plan; provided upon request (if available)). The SMA provides the technical resources, development help, engineering assistance and product updates needed for successful software work.

### Support

To better serve Customers Technical Support is generally subdivided into 3 tiers, allowing to optimize the support answering time and also providing the best possible service in the most efficient possible manner.

Support towards the customer will be organised in the following way:

• 1<sup>st</sup> level support

Initial support level, responsible for receiving and registering all Solutions operating issues arising (both from Customer and Operators), as well as gathering related information and solving basic day-to-day operational issues.

Personnel assigned to provide 1st level support of the deployed Solution will have to complete Operator and Support training sessions. Support of the 1st level to be provided on-site by Customer assigned personnel.

• 2<sup>nd</sup> level support

Technical support level, responsible for technical assisting to the 1st level of support as required and in-depth technical issue analysis, troubleshooting and solving.

Personnel assigned to provide 2nd level support of the deployed Solution will have to complete Operator, Support and Administration training sessions. Support of the 2nd level to be provided on-site by Customer assigned personnel.

• 3<sup>rd</sup> level support

Research and Development support level, responsible for handling advanced problems related to Software and Hardware defects. Support of the 3rd level to be provided through remote communication means (primary: e-mail) by X Infotech assigned personnel. Any 3rd level support issue, which on Customer request to be handled and provided on-site, will be subject to a separate agreement and financial proposal.

This is the highest level of support responsible for handling the most difficult or advanced problems. Issues that are beyond the scope of the help desk or found to be related to software defects are normally escalated to this group of highly skilled engineers.

### Customer Responsibilities

The Customer shall follow certain guidelines to take full advantage of X Infotech Solutions and related services provided.

In particular, the Customer shall:

- \* Designate one or several contact persons responsible for maintaining the Solution, including such duties as: initial contact for trouble-shooting user issues, point of contact for X Infotech support team, maintain hardware and software libraries, and who is knowledgeable regarding the installed applications and system configuration;
- \* Perform regularly scheduled system and database backups and have those backups available at any time;
- \* Only X Infotech approved and supported connection methods/software shall be used;
- \* Maintain required infrastructure (e.g. phone line and telephone set) near Solution in order to facilitate the support process;
- \* Maintain access to all required software including operating system installation media, specific driver files as well as any applicable license or software key codes;
- \* Maintain appropriate disaster recovery software, backups, boot disks, etc.;
- \* Assist with the resolution of all problems. The Customer may need to dedicate some time to assist the X Infotech support team representative in resolving problems/questions;
- \* When asking for assistance from the X Infotech support team, be prepared to provide all information needed and answer questions as needed. Accurate documentation of any error messages or system notices will help expedite resolution;
- \* Plan and schedule ahead of time ALL services not covered under each support contract;
- \* Supply X Infotech with reasonable means to test any releases or software upgrades (i.e. on-site test environment, which is to be purchased as separate part of Solution from X Infotech);
- \* Supply X Infotech in advance any information regarding changes to hardware - and/or software configuration that could have an effect on the stability and operability of the Solution;
- \* Assist where necessary, should any complications on location arise during maintenance activities;
- \* Maintain the system test environment, which is a separate part of X Infotech deployed Solution.

### **Scope of Support Services provided by X Infotech**

Support services provided by X Infotech are for 3<sup>rd</sup> level support only. For 1<sup>st</sup> and 2<sup>nd</sup> level Support training of Customer assigned personnel to be provided as part of Solution deployment and in accordance to separately agreed training plan. Scope of 3<sup>rd</sup> level support for the deployed Solution would generally cover following aspects:

- Analysis and correction of errors and problems with the Licensed Software, which is provided by X Infotech as part of Solution, that result in the Licensed Software failing to operate in accordance with the Software Specifications and reported in writing by Customer.
- Analysis and correction of errors and problems with the platform that result in the Solution failing to operate in accordance with the Specifications.
- Analysis and correction of errors and problems with Interfaces that have been written within the Licensed Software or as a separate entity for the Solution in order to send or receive data between the Licensed Software and any external or internal system. In case any changes will be made be third party, affecting X Infotech Solutions functioning, such analysis and corrections work is to be covered in accordance to separate financial agreement between Customer and X Infotech.
- Answer questions about specific details not provided during trainings/tests/workshops
- Provide information about safe software updates and guidance for deployed system software update implementation
- Provide information if third-party vendor updates are compatible with X INFOTECH deployed system



- Hardware support (only for hardware manufactured/provided by X Infotech as part of Solution) - analysis and (where possible) correction of errors and problems, that result in the Solution failing to operate in accordance with the Software Specifications and reported in writing by Customer. Liaising with hardware manufacturer where required in order to report findings from aforementioned problem analysis. Regular wear and tear of hardware and/or Damaged hardware due to improper use is not covered. Reparation or replacements of these components are at Customer expense, only. Third Party Hardware support shall only be provided on hardware and hardware components for as long as the hardware manufacturer supports their product or its hardware components.

#### Communication channels:

- Access to online issue tracking system (JIRA), which allow to register and monitor status of support requests thru web interface
- E-mail support
- Phone support in urgent cases
- In case of necessity (decision to be made by X Infotech) remote connection to Customer environment might be performed for support issue solving.

#### Support hours

Third level support is provided from X INFOTECH corporate headquarter in Riga, Latvia.

Support hours for new technical questions via email: during working time in Latvia (Monday through Friday 9am to 6 pm, GMT+2, except public holidays in Latvia).

Support hours for registration of the new issues in JIRA (self-service portal): 24 hours per day, 7 days per week.

Calls for critical problems (Priority Class A) are acceptable during normal support hours Monday through Friday 9am to 6pm (GMT+2, except public holidays in Latvia). Extended support hours can be included in premium support plans.

#### Problem report

All issues have to be reported into JIRA bug issue database. The report shall express problem clearly and unambiguously. Following information has to be provided:

- Issue summary;
- Issue priority;
- Component of production system.

#### Detailed description:

- Environment description (e.g. specify server's/workstation name, production machine, production location, etc.);
- Steps describing actions were done before problem;
- Log files;
- Server logs and/or java script logs and/or personalisation machine logs if issue describes personalization problem;
- Production system logs and/or event logs if issue describes problem of Document Production Suite;
- Screen captures (optional).

#### Problem priority definition

Priority class	Description
----------------	-------------

**A-Critical** Class A Incidents covers defect with a (potential) severe impact on system, including if system is fully or partly down in production environment substantial slowdown of system performance and incapability of system to perform regular day-to-day personalization operations. Upon the receipt of an inquiry, the CONCESSIONEE shall immediately review the inquiry and take action to prevent or minimise eventual financial risk to the customer. In such event the CONCESSIONEE shall provide the customer with a workaround solution within 12 (twelve) working hours for inquiries and within 10 (ten) working days inform the CONCESSIONEE when permanent solution will be delivered.

**B-Major** Class B incidents covers Defects with a minor or limited impact on system, including if System is unsteady functioning or temporary stoppage of system fully or partly, errors in personalization with higher defection rate then 10% and data input/export errors in system. Upon the receipt of an inquiry, the CONCESSIONEE shall immediately review the inquiry and take action - with all available resources, during official working hours - to prevent or minimise eventual financial risk to the customer. In such event the CONCESSIONEE shall provide the customer with a workaround solution within 3 (three) working days and within 20 (twenty) working days provides information when permanent solution will be delivered.

**C-Minor** Class C Defects cover incidents with no impact to system. Within 5 (five) working days following the receipt of an inquiry the CONCESSIONEE shall review the same and notify the customer of the date when an answer to inquiry will be given.

Any support Class inquiries may be requested only by Customer's 2<sup>nd</sup> level support personnel, that was duly trained by X Infotech and was therefore certified to perform administration of corresponding Solution part. If Defect is being declared to X infotech without severity class indication, it will be handled under Class C by X infotech support team.

### Problem response time

#### Issues reported by JIRA

All problems of 'B' and 'C' classes are reported to JIRA only. 'B' and 'C' class problems are initially handled by an X INFOTECH support team member. If the problem is not resolved during the primary contact, the support team member assigns an additional investigation for issue or might pass issue to other specialists.

The priority to a problem is assigned by customer (but it could be changed later), based on guidelines above. Sequence number is assigned automatically to each issue reported within JIRA. A notification about new issue will be sent to support team immediately. A notification about changes within issue ticket will be sent to Customer immediately.

The following table displays the targets for initial response and fixing time.

#### Time for response:

Priority Class	Initial response	Time to fix
----------------	------------------	-------------



B-Major	4 working hours	According to "0 Problem priority definition" section
C-Minor	4 working hours	According to "0 Problem priority definition" section

**Issues reported by phone**

'A' class problems can be reported by phone and then registered within JIRA. 'A' level problems reported to X INFOTECH support team are initially handled by the X INFOTECH support team manager. X INFOTECH support team manager is eligible to engage specialist for immediate solution search. X INFOTECH support team member assigns a JIRA ticket number to issue and provides this number to customer support team.

The following table displays the target for initial response and and fixing time

**Time for response:**

Priority class	Initial follow-up	Time to fix
A-Critical	2 working hour	According to "0 Problem priority definition" section





## APPENDIX F: MINUTES OF CONTRACT NEGOTIATION



**NATIONAL CIVIL REGISTRATION AUTHORITY (NCRA)**  
2 WALPOLE STREET,  
FREETOWN, SIERRA LEONE.



**Negotiation Report on the Production and Issuance of Securitized Multi-Purpose Identity Cards (National, Non-National and ECOWAS), ID Verification System and Public Key Infrastructure (PKI)**

Between

The National Civil Registration Authority (NCRA)

And

Constrat Systems SL Limited (the Consortium)

Procurement Number: NCRA/IDM/ICB/2021/002

Date: 26<sup>th</sup> April, 2021

1.0 Attendance (see attached)

Contracting Authority (National Civil Registration Authority -NCRA)

The Contracting Authority comprised the following Committee Members:

1. Mohamed M. Massaquoi, **Chairman**, Director General- NCRA
2. Elizabeth M. Lavaly, Director, Finance & Accounts- NCRA
3. Jusufu H. Swaray, Director Ict. NCRA
4. Mohamed S. Konuwa, Deputy Director, Identity Management - NCRA
5. Alieu Kallon, Deputy Director ICT- NCRA
6. Mustapha S. Kamara, Ag. Director Procurement & Logistics

Bidder/Firm (Constrat Systems SL Limited):

Firm's Representatives comprised the following officials:

- |                              |                     |                               |
|------------------------------|---------------------|-------------------------------|
| 1. Kais Ben Amor<br>Director | X-Infotech          | Regional Business development |
| 2. Ruskn Arzaniks            | X- Infotech         | Head of Products and Delivery |
| 3. Lahor Jalloh              | Constrat SL Limited | Managing Director             |
| 4. Christup Paul             | Austria Card        | Sales Director                |

2.0 **AGENDA**

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NATIONAL CIVIL REGISTRATION AUTHORITY (NCRA)  
2 WALPOLE STREET,  
FREETOWN, SIERRA LEONE



The agenda for the meeting was as follows:

1. Prayers
2. Chairman's opening remark
3. Negotiations
  - i. Discussions on the Technical Requirements
  - ii. Project Scope for the Parties/ Responsibilities
  - iii. Reporting Arrangements
  - iv. Proposed Project Work Plan and Methodology
  - v. Discount on Cost/Price
  - vi. Payment Schedule / Terms
  - vii. Review of Draft Contract
  - viii. Discussion on Financial Proposals
  - ix. Consultant's Tax Liability
  - x. Production Site Visit/ Feasibility Studies

4. AOB

1. Prayers

The meeting was called to order with individual silent prayers.

2. Chairman's Opening Remark

The Chairman welcomed all to the meeting and briefed the attendees about the importance of the Project which was followed by self-introduction members from both Parties on the negotiation.

3. Negotiations

(i) *Discussions on the Technical Requirements and Deliverables.*

The Technical Requirements offered by the Firm/Company with respect to the Technical Requirements of the Purchaser as stated in the RFP document were compliant. The Financial Offer by the Successful Bidder (Constrat Systems SL Limited) was stated on a Public Private Partnership Model as confirmed by the Bidder.

Issues	Firm's Proposals	NCRA's Decision
<b>Enrolment &amp; Application processing</b>		
Sample Data from Enrolment workstations (size, format, quality of Face and Fingerprint images, and all other collected demographic data)	The Firm requires sample data (record generated on 28.04.2021, for Kais Ben Amor) to be provided by 30.04.2021.  Sample Data has to include all captured information - Biographic data (text fields), biometric data (face image, signature image, fingerprint images and templates), and internal	Done



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	system details (date of registration, registration office, etc.)	
Availability of information, which is required for logistics purposes (phone number for sending of SMS notifications, address of issuance office for sending of personalized cards)	The Firm recommendation is to use: - phone number (captured during NCRA Enrolment process) for sending of SMS notifications to Cardholders - Registration Office Address (captured during NCRA Enrolment process) as a "delivery address" for shipping of produced cards	Agreed
Payment for Card Production	Constrat: Payments for Card requests have to be collected by Vendor with an accounting or reconciliation System of sales of ID Cards and other services done with the NCRA	Agreed
Submission of ID Card personalization requests to the new system	The Firm requirement is that only "clean" data is submitted to Card production system - person is already checked and data is considered as valid and correct.  According to Tender specifications, the Firm system will only need to check whether person already has "Active" Card in the new Document Registry (in this case, personalization request will be rejected) and check submitted request against Police Wanted Person database and Police Criminal AFIS (such checks can be performed only if according interface specifications will be provided to the Firm).	Agreed
Specification of the interface for sending of Personalisation requests to the new system (for example, webservices, database links, etc.)	The Firm recommendation is to use Webservice interface for pushing of Card personalization request from NCRA system to X-Infotech system. In this case, NCRA development team will have to connect to X-Infotech webservice, and push requests for production of new Cards to the X-Infotech system.  The Firm requirement is to agree technical details for this interface by 31.05.2021.	Agreed
Connectivity between current NCRA Data Center and new Personalisation Center	The firm requirement is to have stable and secure connection between existing NCRA system, and new X-Infotech system (located in new building). Fiber optic channel and VPN is a preferred option for connection between NCRA building(s) and new data centre.  X-Infotech requirement for connection between Server Room and Production Room (located in two new buildings) is to have direct cable	Agreed



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	connection and same sub-network for Servers, production machines and QA stations.	
<b>Personalization: Data preparation</b>		
Data to be encoded on the chip for each type of Cards	X-Infotech recommendation for ICAO application: - use standard ICAO application with fingerprints in DG3 group and EAC - place Signature image in optional DG7 group  X-Infotech recommendation for Citizen PKI (digital authentication and signatures) application: - Legislation to be put in place for using of Citizen PKI functionality	Agreed
Data to be printed for each type of Cards	X-Infotech requirement is that NCRA makes sure that required information (that has to be visually printed on the ID Card) is available in NCRA database and can be pushed to XIT system for personalization.	Agreed
Data on the MRZ code for each type of ID Cards	X-Infotech recommendation is: - place NIN number in MRZ optional data field	Agreed
<b>Personalization: Cards Production</b>		
Do we need separate production management officers for each type of Cards (National ID, ECOWAS, Non-Nationals)?	X-Infotech recommendation is to permit the same staff to work on all types of Cards. All employees must undergo complete security screening. Permission for production processes should be split between different persons in order to remove possibility for a single person to perform complete production cycle. At least two persons must be required for completion of the full production cycle.	No
Secure area for PKI CA components	X-Infotech recommendation (based on general security requirements) is to establish dedicated room for PKI CA components. This room must be physically isolated from other areas and have strict security rules for access control (for example, a single person is never allowed to enter high-security room and at least two persons are always required)	Agreed
Send the PIN Code to specified phone number after the issuance?	X-Infotech recommendation - it is recommended to store generated PIN Codes in the database (in the encrypted form), but not distribute PIN codes to Cardholders until legislation is put in place for using citizen's PKI functionality in Sierra Leone.	Agreed
Card status after personalization	X-Infotech recommendation is to set Card status to "Produced". This status means that Card is personalized, but not yet delivered to Cardholder and not yet active.	Agreed



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5 years validity for NID Card and Citizen PKI Certificates?	X-Infotech recommendation is to use the same validity (up to 5 years) for NID Cards and for Citizen PKI Certificates until there is legislation in place for using Citizen's PKI functionality, no valid digital certificates will be loaded to personalized Cards.	Yes
1-year validity for ECOWAS Card and Non-National and ECOWAS.	X-Infotech requires confirmation from NCRA, whether 1-year validity is a requirement for ECOWAS Cards same as Non-National.	Yes
Laser engraving for all cards?	X-Infotech recommendation is to use laser engraving for all types of Cards	Agreed
Cards material and technology?	AustriaCard recommendation is to use polycarbonate body for ECOWAS Cards, and PVC/PET composite body for National and Non-National ID Cards  It is recommended to use dual-interface Chips for all types of cards.	Agreed
<b>Card Issuance</b>		
Receiving and storage of Cards in Issuance offices	X-Infotech recommendation is to register all produced Cards when they are received in the Issuance office.  It is security requirement to have safe storage in the Issuance office, and apply strict physical control over received produced Cards.	Agreed
Compatibility of existing workstations with new Issuance software	X-Infotech recommendation is to use new Issuance Kits (workstation, ICAO document reader, single fingerprint reader), and extend currently proposed 20+1 issuance kits to 55 issuance kits.	Work on compatibility
Card status after Issuance	X-Infotech recommendation is to set Card status to "Active". This status means that Card is delivered to Cardholder and marked as "active".	Agree
Process for cards which are not collected by citizens	X-Infotech recommendation is to return not-collected (during 3 months) cards to the central office, and destroy them after 6 months.	Agreed
Process for cards which are not accepted by citizens (due to wrong data on the card, or damaged card)	X-Infotech recommendation is to perform investigation of the case (manual process, outside of X-Infotech system), identify whether there are errors in information recorded in NCRA database, or card was damaged during production.  If investigation shows that card has to be personalized again, then NCRA system has to	Agreed



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	submit new personalization request to X-Infotech system.	
Rules for collecting of Cards, special cases (Card has to be collected by another person, no possibility to verify fingerprints, etc.)	<p>X-Infotech recommendation is to allow Card collection by other persons - for example, parents can collect Cards for their children. NCRA has to request "Power of Attorney" (or equivalent document) in order to check that specific person has rights to collect the Card. NIN of the person (who collected the Card) will be recorded in X-Infotech system.</p> <p>Workstations (laptops and devices) can be also brought for example to Hospitals, in case of necessity. In such cases, workstations will still require online connection to the central system.</p> <p>Fingerprints can be verified only if Card contains fingerprints (if fingerprint data was provided from NCRA database) and if Card is collected by Cardholder him/herself.</p>	Agreed
Connectivity between new Personalisation Center and issuing offices	<p>X-Infotech requirement is to have stable and secure connection between X-Infotech system (located in new building) and Issuing offices. Fiber optic channel and VPN is a preferred option for connection between new data centre and Issuance offices, and Mobile Network APN can be considered as an alternative option.</p> <p>According to Tender specifications, new system requires online connection, and is not designed for work in offline mode.</p>	Agreed
<b>Card Verification Portal</b>		
Process for marking Cards as Lost or Stolen	<p>X-Infotech recommendation is to use new Document Registry (X-Infotech Card Lifecycle Management component) for marking of Cards as Lost or Stolen.</p> <p>NCRA Officers can use Document Registry user interface for browsing of Card information and change status for specific Cards.</p>	Agreed
NCRA HW specifications	<p>According to Tender requirements, new Card Verification Portal has to be deployed on NCRA servers.</p> <p>X-Infotech requirement is to receive information about NCRA servers (server type, OS, database, available resources) by 17.05.2021.</p>	Agreed



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NCRA office connectivity with external parties (protection of connection with the Portal's users)	X-Infotech recommendation is to issue TSL Certificates and configure Client-Server mutual authentication on NCRA.web-server	Agreed
Connectivity between current NCRA Data Center and the new Personalisation Center	X-Infotech requirement is to have stable and secure connection between existing NCRA system, and new X-Infotech system (located in new building). Fiber optic channel and VPN is a preferred option for connection between NCRA building(s) and new data centre.	Agreed
Payment for Card Verification Portal usage	X-Infotech recommendation is to apply monthly or annual subscription model and process payments offline (outside of web portal)	Pay per Transaction

(ii) *Project Scope for the Parties/ Responsibilities*

**PROJECT SCOPE FOR THE PARTIES/ RESPONSIBILITIES**

NO.	ASSETS/RESPONSIBILITIES	RESPONSIBLE PARTY
1.	Office space to house team	NCRA
2.	Furniture, office stationery and equipment - computers, laptops, scanners etc.	NCRA
3.	Application and issuance kits for ID Cards	NCRA
4.	Vehicles, fuel & maintenance	NCRA/ Constrat Systems Ltd
5.	Local staff to work with the Private Partner	NCRA
6.	Government Policy & Regulations with intensive Publicity to create positive demand for the ID Cards	NCRA/Constrat Systems Ltd
7.	Electricity or power supply	NCRA
8.	Identity and biometric enrolment (application for ID Card)	NCRA
9.	The premises (buildings) of the Central Card Production Site in Freetown and set up card distribution site at the 4 Regional offices Card	NCRA
10.	Public Key Infrastructure (PKI)	Constrat Systems SL Ltd
11.	Central Card Production Site and related infrastructure (Personalization, Quality Control, packaging, issuance etc.), licensing and software - equipped with state-of-the-art printing machinery and consumables for personalisation and issuance of ID cards	Constrat Systems SL Ltd
12.	Software module (s) to perform data preparation and chip encoding for the ECOWAS/Non-National, ECOWAS /National ID Card	Constrat Systems SL Ltd
13.	Local Partners in Sierra Leone for the implementation of the project	Constrat Systems SL Ltd
14.	Transfer of technological knowledge and skills to NCRA staff to manage the general operation from personalization to issuance of the ID Cards, e-ID Verification and PKI	Constrat Systems SL Ltd
15.	Security and confidentiality of all NCRA data	Constrat Systems SL Ltd
16.	Graphic design of the National and Non National ID Cards, ECOWAS ID Card to reflect Sierra Leone's cultural symbols and heritage; and the design of the ECOWAS Card compliant with the ECOWAS specifications	Constrat Systems SL Ltd

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17.	Production and supply of estimated 4,000,000 pre-printed PVC Cards for personalisation and issuance of the National ID Card	Constrat Systems SL Ltd
18.	Production and supply of estimated 500,000 pre-printed Polycarbonate Cards for personalisation and issuance of the ECOWAS/Non-National, ECOWAS ID Card	Constrat Systems SL Ltd
19.	Total quality assurance and integration of multiple security features into the various types of Cards to prevent Card forgery, counterfeiting or manipulations	Constrat Systems SL Ltd
20.	Provide an SMS gateway for the notification of applicants after the personalisation of Cards	Constrat Systems SL Ltd
21.	Provide a Card Verification System (Identity Verification Portal)	Constrat Systems SL Ltd

(iii) **Reporting Arrangements**

The reports will be produced as per deliverables. The Firm will address all weekly, monthly and periodic Reports and Notices relating to this project and its deliverables to the Director General, National Civil Registration Authority, 2 Walpole Street, Freetown Sierra Leone.

(iv) **Proposed Project Work Plan and Methodology**

The proposed Work Plan and Methodology submitted and presented by the recommended Firm (Constrat Systems SL Ltd) was accepted as satisfactory.

(v) **Discount**

NCRA requested discount on the total cost offered by Constrat System SL.  
Price offered in the Bid **\$20,754,000** (Twenty Million Seven Hundred Fifty-Four Thousand USD)

Discount price after negotiations **\$20,500,000** (Twenty Million Five Hundred Thousand USD).

(vi) **Payment Schedule/Terms**

It's a Build Operate and Transfer project where best bidder will do the investment, operate the business and transfer after 10 years

(vii) **Review of Draft Contract**

It was agreed as follows:

- Signing of Project Agreement: Contract Signature date would be within 30 days after Award Notification to the Purchaser and immediately upon receiving the Certificate of Approval from the Ministry of Finance for Contract Award.
- The Contract will be effective upon signature
- Start date for execution of the Project: Within four (4) months after Contract Signing
- Design of National ID Card, Non-National ID Card and ECOWAS ID Cards are as per national specifications stated in the RFP and ECOWAS specifications respectively.

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*(viii) Discussions on the financial proposals*

- The Firm and the NCRA/ Government of Sierra Leone will have a proceed sharing partnership after recouping costs incurred as per the RFP but during the negotiation NCRA DG proposed to have a proceed sharing partnership from the start date of this Contract.
- After several proposals and negotiations, it was agreed that the partnership concept will be 85% Constat System SL and 15 % Government of Sierra Leone (NCRA).
- Based on effective and efficient management by the said Company/Partner, the Company/Partner may accept any additional services that will be agreed on by mutual consent.

*(ix) Consultant's Tax Liability*

The International Partner of the Consortium shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed outside the Republic of Sierra Leone.

The Local Partner of the Consortium shall be entirely responsible for all taxes, duties, license fees, etc., incurred resulting from the Projected Services to the Authority.

There will be no withholding tax on monies paid by the Clients since the project is to be executed on a PPP model.

*(x) Production Site Visit/ Feasibility Studies*

The Recommended Firm/Partner will facilitate a technical inspection/ assessment visit to any of the past project sites/own and/or production facility.

**4. AOB/Closure**

The Chairman in his closing statement thanked everyone for their fruitful contributions in the negotiation process. The Bidder's Representatives expressed their maximum satisfaction with the conduct and outcome of the negotiation process and reaffirmed their full commitment in meeting the requirements and/or specifications of the Project.

With nothing more to discuss, the Firm's Representative moved the motion for the meeting to be brought to a close.

Minute prepared by:

  
Mustapha S. Kamara  
Secretary to the Committee





NATIONAL CIVIL REGISTRATION AUTHORITY (NCRA)  
2 WALPOLE STREET,  
FREETOWN, SIERRA LEONE



Endorsed by the undersigned members of the National Civil Registration Authority and the Bidder's / Suppliers representatives.

1. Mr. Mohamed M. MASSAQUOI
2. Elizabeth M. Lavaïy -
3. Jusufu H. Swaray -
4. Mohamed S. Konuwa -
5. Alleu Kallon -
6. Mustapha S. Kamara -
7. Kais Ben Amor
8. Ruskn Arzaniks
9. Lahor Jalloh
10. Christup Paul-

	Signature	Date
Chairman	<i>Massaquoi</i>	26/04/21
Member	<i>Lavaïy</i>	26/4/21
Member	<i>Swaray</i>	26-04-21
Member	<i>Konuwa</i>	26/04/2021
Member	<i>Kallon</i>	26/04/2021
Secretary	<i>Kamara</i>	26/04/2021
(Bidder's Rep)	<i>Ben Amor</i>	26/04/2021
(Bidder's Rep)	<i>Arzaniks</i>	26/04/21
(Bidders Rep)	<i>Jalloh</i>	26/04/21
(Bidders Rep)	<i>Paul</i>	26/04/2021

*A*

*A*



NATIONAL CIVIL REGISTRATION AUTHORITY (NCRA)  
 2 WALPOLE STREET,  
 FREETOWN, SIERRA LEONE



NEGOTIATION MEETING ON THE PROCUREMENT FOR THE PRODUCTION AND ISSUANCE OF SECURITIZED MULTI-PURPOSE IDENTITY CARDS (NATIONAL & ECOWAS), ID VERIFICATION SYSTEM AND PUBLIC KEY INFRASTRUCTURE.

ATTENDANCE LIST

DATE: 26<sup>th</sup> APRIL, 2021

No.	Name	Institution	Designation	Signature
1.	Mohamed M. Massaquoi	NCRA	Director General	
2.	Elizabeth M. Lavaly	NCRA	Director Finance and Account	
3.	Mohamed S. Konuwa	NCRA	Deputy Director Identity Management	
4.	Jusufo H. Swaray	NCRA	Director ICT	
5.	Mustapha S. Kamara	NCRA	Director Procurement & Logistics	
6.	Alieu Kallion	NCRA	Deputy Director ICT	
7.	Kais Ben Amor	X-Infotech	Regional Business Development, Director	
8.	Ruskn Arzaniks	X-Infotech	Head of Product and Delivery	
9.	Lahor Jalloh	Constrat SL Limited	Managing Director	
10.	Christup Paul	Austria Card	Sales Director	



**APPENDIX G: CONCESSIONAIRE'S NOTIFICATION OF  
AWARD**

*A* 60

21



NATIONAL CIVIL REGISTRATION AUTHORITY (NCRA)  
2 WALPOLE STREET,  
FREETOWN, SIERRA LEONE



27<sup>th</sup> May, 2021

The Executive Director  
Constrat Systems SL Limited (the Consortium)  
6 Boyle Lane, Murray Town  
Freetown  
Sierra Leone

Dear Sir,

**Notification of Award of Contract for the Production and Issuance of  
Securitized Multi-Purpose Identity Cards (National, Non-National and  
ECOWAS), ID Verification System and Public Key Infrastructure (PKI).**

**Procurement Number: NCRA/IDM/ICB/2021/002**

I write with reference to your Proposals ( Technical & Financial) submitted to the Authority on the 29<sup>th</sup> March, 2021 and further to the negotiations held (NCRA/Constrat Systems SL Limited) on the 26<sup>th</sup> April, 2021 as recommended by both the Evaluation Committee, adopted by the Procurement Committee for the Production and Issuance of Securitized Multi-purpose Identity Cards (National, Non National & ECOWAS), ID Verification System and Public Key Infrastructure (PKI); I am to notify you that after careful review of the combined Technical and Financial Evaluation Reports and the Recommendations contained therein, the Procurement Committee of the National Civil Registration Authority has approved the Recommendation of the Technical Evaluation Committee for the award of Contract for the aforementioned procurement activity to Constrat Systems SL Limited (the Consortium)

Please note that, this Notification of Award of Contract will not constitute the formation of a Contract between the National Civil Registration Authority and Constrat System SL Limited until the contract is signed.

You are therefore required to furnish the Authority with the following instruments in accordance with the Contract provision before signing of Contract:

- A Performance Guaranty of 10 % (Ten percent) of the total Contract value from a reputable Commercial Bank in Sierra Leone using the format of the Bank Guarantee Form for Performance Guaranty provided in the Bidding Document or a Letter of Comfort issued from a reputable financial institution guaranteeing the Government to execute the said services.

The above securities should be made available to the NCRA within Fourteen (14) days from date of receipt of this Notification failing which, the Contract cannot be signed

**Commencement Period:**

//

//



Government of Sierra Leone

**NATIONAL CIVIL REGISTRATION AUTHORITY (NCRA)**  
2 WALPOLE STREET,  
FREETOWN, SIERRA LEONE

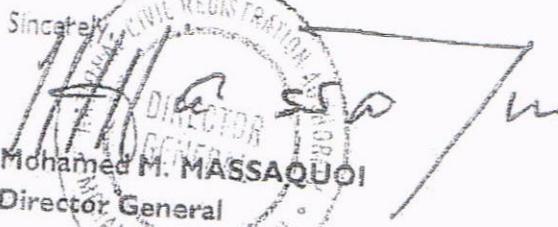


The Commencement period for the approved procurement activities shall be within a period of four (4) months after signing the Contract.

You are required to formally acknowledge receipt of this Notification and to inform the NCRA of your acceptance or otherwise.

Please treat as important.

Sincerely,



**Mohamed M. MASSAQUOI**  
Director General

Cc:

- The Chairman, Board of Authority, NCRA
- The Director Procurement & Logistics, NCRA
- The Director of ICT, NCRA
- The Director, Accounts and Finance, NCRA



**APPENDIX H:**

**CONCESSIONEE'S LETTER OF ACCEPTANCE OF NOTIFICATION  
OF AWARD**



Constrat Systems SL



Date: 31 May 2021

Ref: Con/NCRA/003

To: Director General of NCRA

Subject: Notification of Award of Contract for the production and issuance of Securitized Multi-Purpose Identity Cards (National, Non-National and ECOWAS), ID Verification System and Public Key Infrastructure (PKI).

PROCUREMENT NO. NCRA/ADM/ICB/2021/002

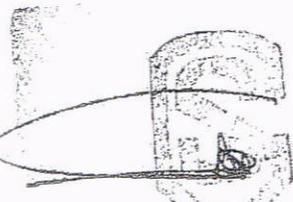
Dear Sir,

We acknowledge receipt of your letter dated the 27<sup>th</sup> of May 2021 notifying our company the award of the 'Production and Issuance of Securitized Multi-Purpose Identity Cards, Verification System and Public key infrastructure' Contract.

Constrat Systems SL pleased to accept the award and assure NCRA to provide the best service .

Regards

*Procurement  
Ph + wa  
#A 55  
01/05/21*



Ahmed Lahor Jalloh  
Constrat Systems SL  
Managing Director



2 WALPOLE STREET,  
FREETOWN, SIERRA LEONE



## APPENDIX I: ELIGIBILITY AND QUALIFICATION CRITERIA

## 4. Eligibility and Qualification Form

2.1 Eligibility		
2.1.2 Conflict of Interest	I confirm that there is no conflict of Interest(s) (ITB 2.2)	✓
2.1.3 Ineligibility	Neither I [nor my Joint Venture Partners] have been declared ineligible (ITB 2.3)	✓
2.2 Historical Project Non-performance		
2.2.1 History of Non-performing Projects	Non-performance of a Project has not occurred within the last [ 5 ] years prior to the deadline for application submission, based on all information on fully settled disputes or litigation.	✓
2.2.2 Failure to sign Project	I have not failed to sign a Project and/or failed to provide performance security (ITB 31) for [ ] years	✓
2.2.3 Pending Litigation	All pending litigation shall in total not represent more than [ Fifteen ] per cent [ 15 ] % of my net worth and shall be treated as resolved against me.	✓
2.3 Financial Situation		
2.3.1 Historical Financial Performance	Submission of audited balance sheets [or other financial statements acceptable to the Authority,] for the last [ 3 ] years to demonstrate the current soundness of my financial position and prospective long-term profitability.	✓
2.3.2 Average Annual Turnover	Minimum average annual turnover of [40,000,000 USD ], calculated as total certified payments received for Projects in progress or completed, within the last [ 3 ] years	✓
2.3.3 Financial Resources	I confirm that I have access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any Projects actual advance payments to meet: (i) the following cash-flow requirement: [Le200,000,000,000] and (ii) the overall cash flow requirements for this Project and its current commitments.	✓
2.4 Experience		
2.4.1	I confirm that I have experience as a Private Partner of Infrastructure and Services, in at least [ 25 ] Projects within the last [ 5 ] years, each with a value of at least [ 1,000,000 USD \$] that have been successfully and substantially completed and that are similar to the proposed Infrastructure and Services.	✓



The statements in this form are true and accurately reflect my eligibility and qualification.

Signed



Name Ahmed Lahor Jalloh

Date 28-March-2021



Constrat Systems SL



SL\_BD\_2021\_01 SL





2 WALPOLE STREET,  
FREETOWN, SIERRA LEONE



# APPENDIX J: INTEGRITY PACT FORM

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*Al*



### Integrity Pact Form

This Integrity Pact is entered into on the 04<sup>th</sup> day of March in the Year of Our Lord Two Thousand and 22 Between

NCRA hereinafter referred to as "(Purchaser)",  
and  
Constrect hereinafter referred to as "(Supplier)"

#### Preamble

Whereas "the Parties" are cognizant of the scourge of corruption and its negative effects on the development of a country and are aware also of the immense benefits which doing business in a corruption free environment holds for their individual businesses as well as for the country as a whole

**AND Whereas** corruption and corrupt practices in the form of procurement violations particularly conflict of interest have been identified as an area for immediate and targeted attention in the relationship between the public service and the private sector

**AND Whereas** the parties now wish to further commit themselves to actions which will promote a corruption free business environment including full compliance with all relevant laws, rules and regulations which may currently be in force relating to anti-corruption and good business practices in line with the Anti-Corruption Act, 2008 and other government initiatives relating to the private sector in Sierra Leone

The Parties hereby commit themselves and pledge as follows:

1. To maintain a strict and unwavering adherence to good business practices in the execution of all their undertakings.
  2. To take all measures necessary to prevent corruption in their mutual and other dealings.
  3. To observe and implement recommendations, instructions or directives from the Anti-Corruption Commission made pursuant to the Anti-Corruption Act 2008.
  4. To uphold implement and maintain a No bribery policy in the conduct of their transactions.
- Reporting violations
5. To promptly inform the Anti-Corruption Commission of any employee, agent, representative or an associate, whether its own or of the other Party, who conduct may constitute corruption, or is likely to engender corruption or corrupt practices.
- Conflict of Interest
6. To actively guard against Conflict of Interest including situations when an employee or staff's interest may interfere with the interests of the enterprise/organization to which he/she is employed.
  7. To insist that employees or staff shall disclose to the enterprise/organization any situation that reasonably would be expected to give rise to a conflict of interest or the appearance of the same.
  8. To ensure that employees or staff obtain approval prior to accepting any position to serve on a board of directors, an advisory board or on a committee of any entity.
  9. That no employee/staff may obtain any personal material benefit or favour because of his or her position with the enterprise/organization.
  10. That no employee/staff may have financial interest (indirect ownership, direct ownership or otherwise) in a company whose business/operations relate to his/her post, functions held or otherwise supervised in his/her current employment.
  11. To closely monitor and regulate actual or potential conflict of interests, occasioned by the influence of certain social relationships on the objectivity of the employee/staff in making



dispassionate judgment on behalf of the enterprise/organization.

THE PARTIES HEREBY demonstrate their pledge and commitment to the above Principles by signing hereunder on the day and year above first written

AND THEY FURTHER DECLARE that this pledge shall have the same binding effect as

any policy instrument that the parties use in the management of their business/entity.

SIGNATURE

*[Handwritten signature]*  
(PROCURING ENTITY)

DATE:



04/03/2022

In the presence of:-

Name:

Mustapha S. Kamara

Address:

NCRA

Designation:

Director Procurement & Logistics

SIGNATURE

*[Handwritten signature]*

DATE:

04/03/2022

SIGNATURE

*[Handwritten signature]*  
(BIDDER)

DATE:

4/3/2022

In the presence of:-

Name:

Alhaji Fallah

Address:

#0601 code st

Designation:

Businessman

SIGNATURE

*[Handwritten signature]*

DATE:

4/03/22

*[Handwritten mark]*



REGISTRATION AUTHORITY (NCRA)  
2 WALPOLE STREET,  
FREETOWN, SIERRA LEONE



**APPENDIX K: IDENTITY CARDS DESIGN AND DOVID  
DESIGN**



### APPENDIX L: PRICING FOR THE ISSUANCE OF ID CARDS

Category of ID Card	USD Price	SLL Price	Duration
National ID Card (Sierra Leonean Citizens only)	\$7	SLL 78,785	5 Years
SL ECOWAS ID Card (For Sierra Leoneans wishing to travel within ECOWAS member countries)	\$15	SLL 169,000	1 Year
ECOWAS ID Card (ECOWAS Citizens for use within ECOWAS member Countries)	\$20	SLL 225,000	1 Year
Non-National ID Card (Non-ECOWAS Foreign Residents in Sierra Leone)	\$100	SLL 1,255,000	1 Year

Costs are consistent with other countries within the Sub-region producing Securitized ID Cards that are in line with International/ ICAO/ ECOWAS Specifications.

**NATIONAL IDENTITY CARD**

**REPUBLIC OF SIERRA LEONE**

**REPUBLIC OF SIERRA LEONE**  
**NATIONAL IDENTITY CARD**

JA KSLI VIVERSEKTSPECIMEN  
2003007KREADYKTHEV  
AUSTRIANCIAN - THEV  
ITYVV

Suriname  
Specimen  
Name  
Samplename  
Medic Name  
Max  
Sex  
M/F  
Height (m)  
1.99  
Date of Expiry  
01.01.2022

Date of Birth  
01.01.1900  
Personal ID Number  
SL9876543



**HIGH SECURITY DESIGN**  
www.austriacare.com

**AUSTRIA CARD-Plastikarten und Ausweissysteme Gesellschaft m.b.H.**  
Lamezanstraße 4-8, A-1230 Vienna

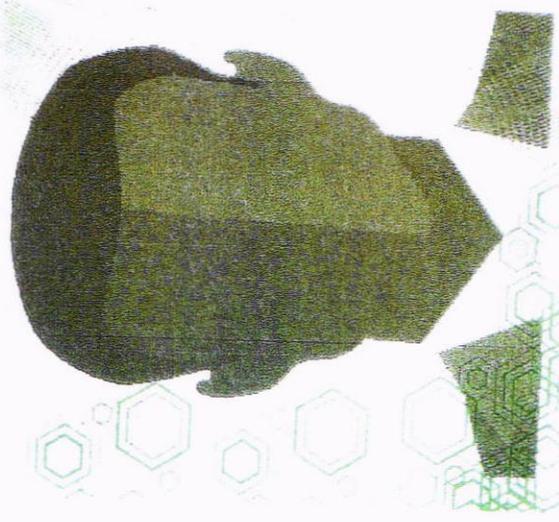
+43 (0) 61065  
www.austriacard.com

NATIONAL IDENTITY CARD  
REPUBLIC OF SIERRA LEONE

AUSTRIACARE



**REPUBLIC OF SIERRA LEONE**  
**NATIONAL IDENTITY CARD**



Surname

Specimen

Name

Samplenname

Middle Name

Max

Sex

M/F

Height (m)

1.99

Date of Expiry

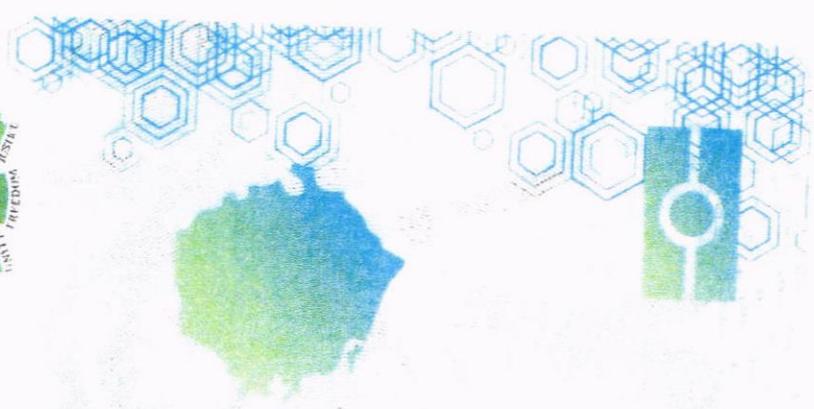
01.01.2222

Date of Birth

01.01.1900

Personal ID Number

SL9876543



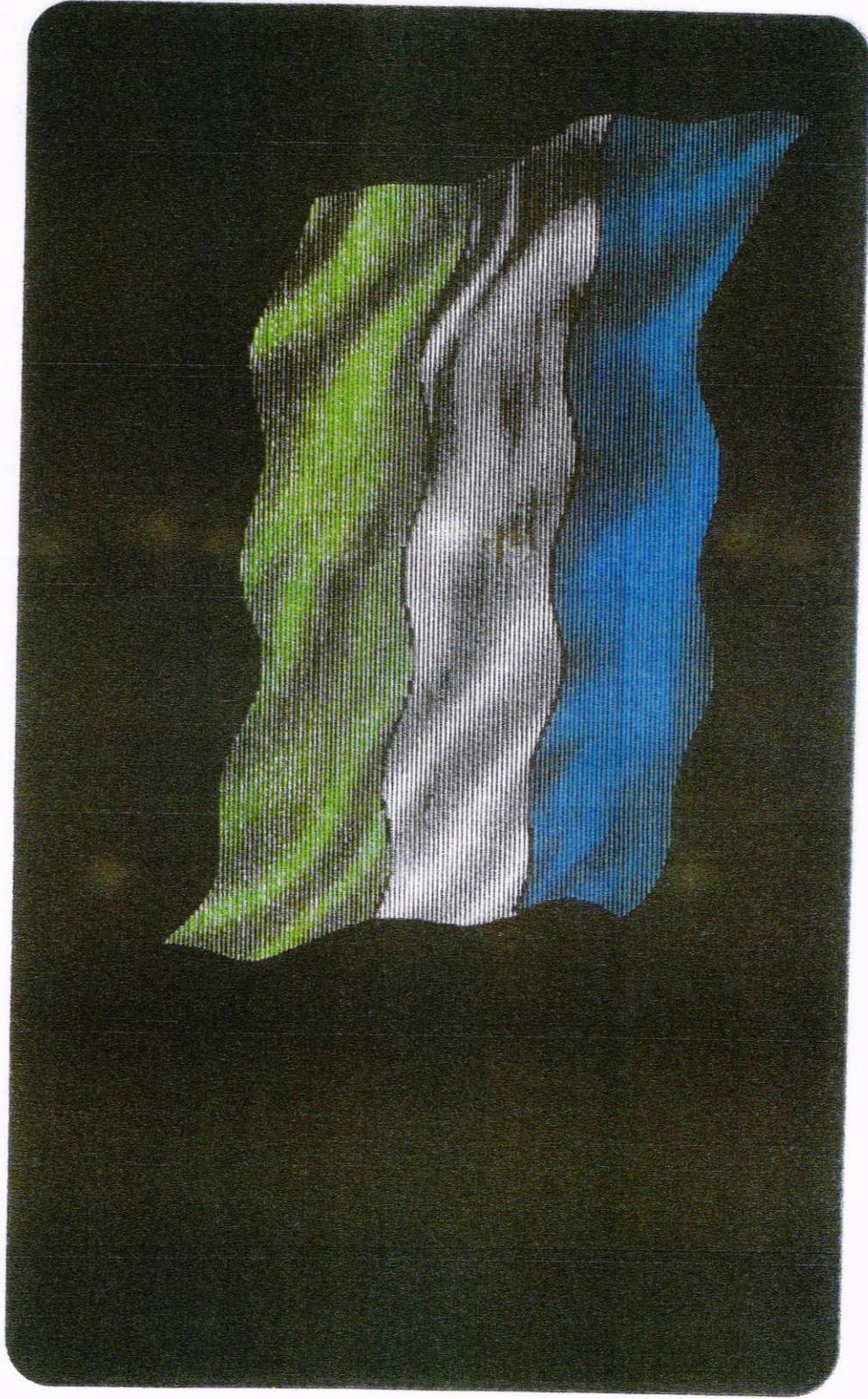


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REPUBLIC OF SIERRA LEONE

AUSTRIACARD



 Fluorescent Ink Green

 Fluorescent Ink White

 Fluorescent Ink Blue

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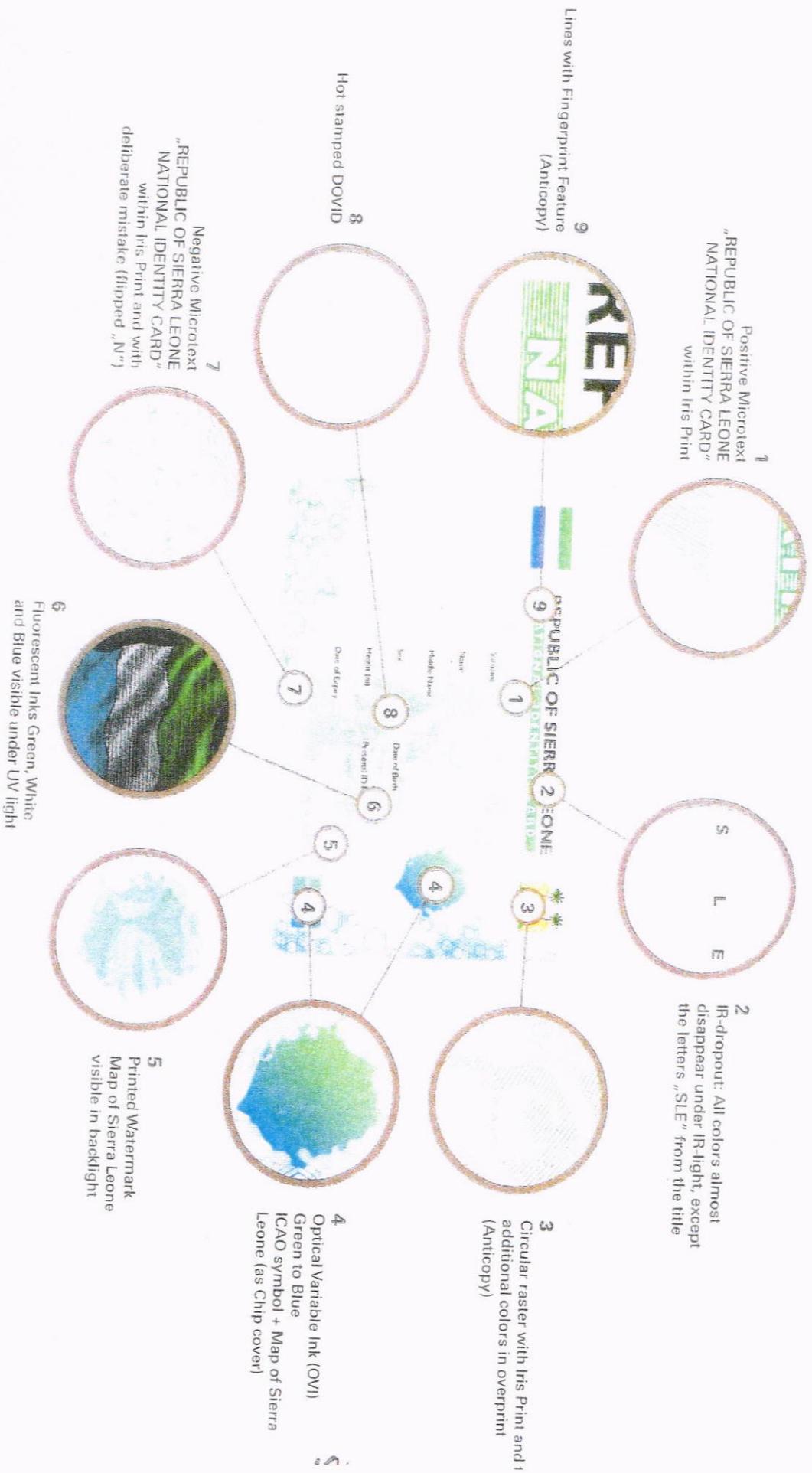
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■ Fluorescent Ink Blue mixed with visible color

AUSTRIA CARD-Plastikarten und Ausweissysteme Gesellschaft m.b.H.  
Lamezanstraße 4-8, A-1230 Vienna

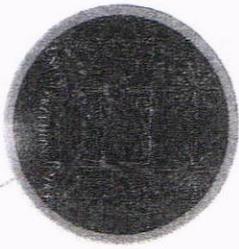
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REPUBLIC OF SIERRA LEONE

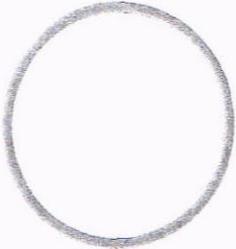


NATIONAL IDENTITY CARD  
REPUBLIC OF SIERRA LEONE

10  
Fluorescent Ink Blue  
mixed with visible color  
visible under UV light



16  
Positive Microtext  
„REPUBLIC OF SIERRA LEONE“  
with deliberate mistake  
 („REPUPPLIC“)



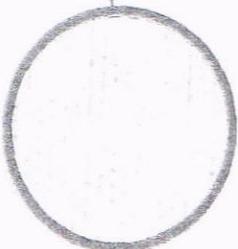
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visible under UV light  
Lines with Fingerprint Feature  
(Anticopy)



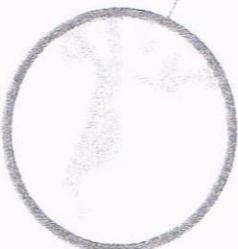
14  
Printed Watermark  
Map of Sierra Leone  
visible in backlight  
(right reading from the front)



11  
Complex Background Pattern  
within Iris Print



12  
National Coat of Arms  
integrated into the background  
within Iris Print and two  
additional colors in overprint



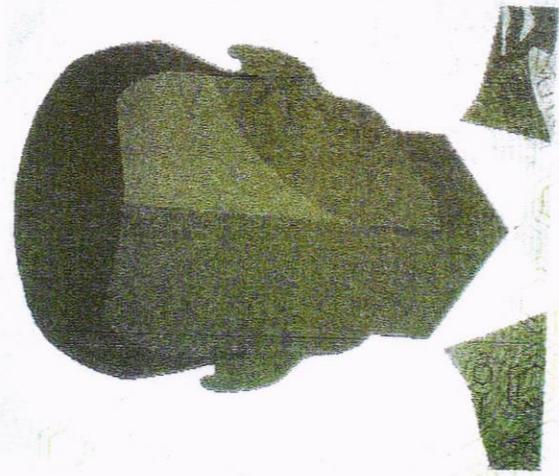
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Machine Readable Zone  
(MRZ)





# ECOWAS IDENTITY CARD

CARTE D'IDENTITE CEDEAO / BILHETE DE IDENTIDADE CEDEAO



Surname  
**Specimen**

First Name  
**Samplename**

Nationality  
**Utopia**

Date of Birth  
**01.01.1900**

Date of Issuance  
**01.01.2022**

Date of Expiry  
**01.01.2222**

Document Number  
**1234ECOWAS5678**

Signature

*Sample Signature*

Sex  
**M/F**

ID Number  
**0987654321**

Place of Issuance  
**Sample Data**

Height  
**1.99**



**ECOWAS IDENTITY CARD**

**REPUBLIC OF SIERRA LEONE**



UNIVERSITÄT  
AUSTRIAK  
UNIVERSITÄT  
SPECIMEN  
E  
L  
I  
T  
Y

**ECOWAS IDENTITY CARD**  
CARTE D'IDENTITE CEEAO / BILLETE DE IDENTIDADE CEEAO

Specimen  
First Name  
Surname  
Nationality  
Date of Birth  
Date of Issuance  
Date of Expiry  
Document Number  
Signature

Utopia  
01.01.1900  
01.01.2022  
01.01.2222  
123456789012345678  
*Signature*

Sex  
M/F  
ID Number  
0987654321  
Place of Issuance  
Sample Data  
Height  
1.99

HIGH SECURITY DESIGN  
IN REPLICATED

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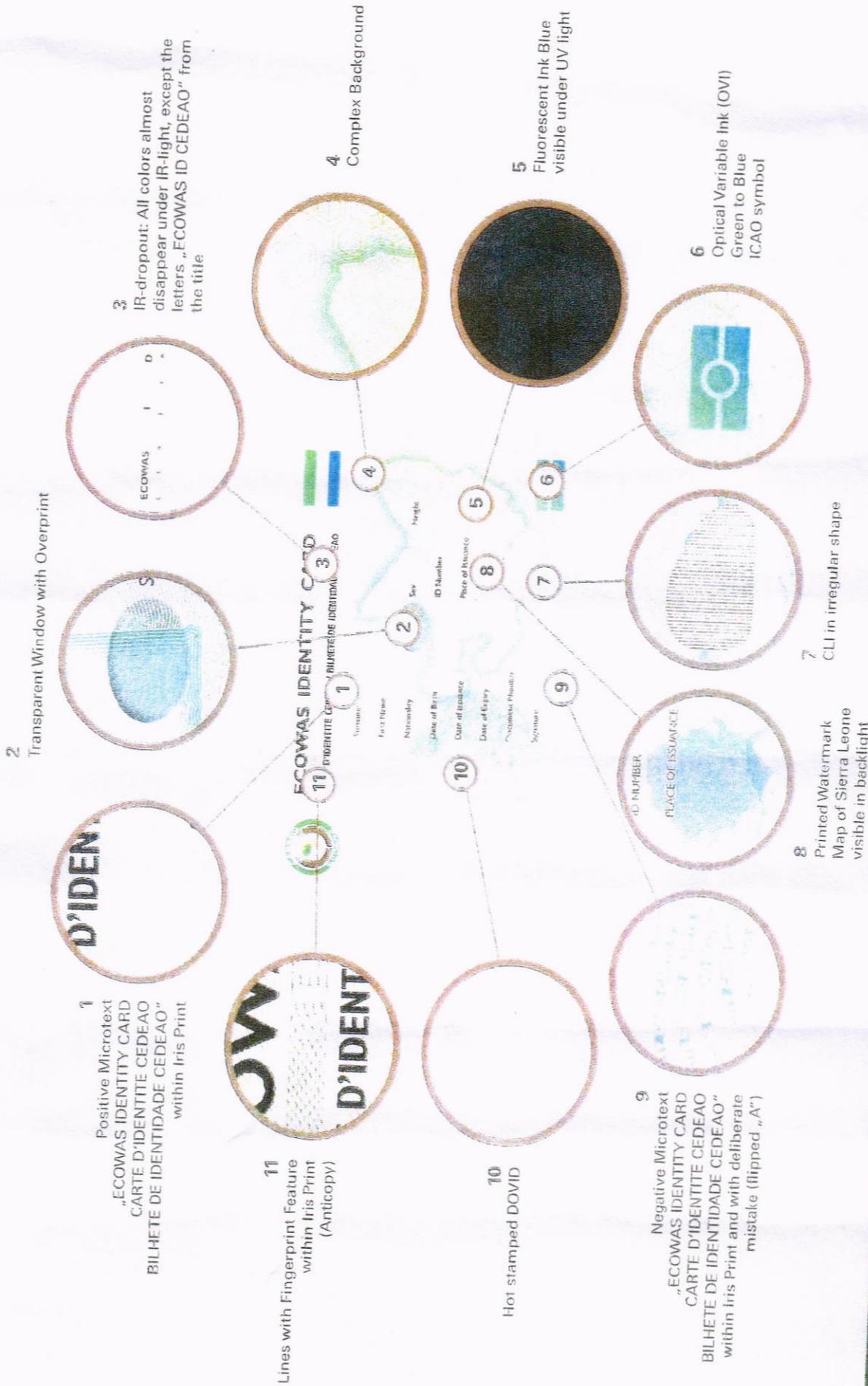


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 ■ Fluorescent Ink Blue

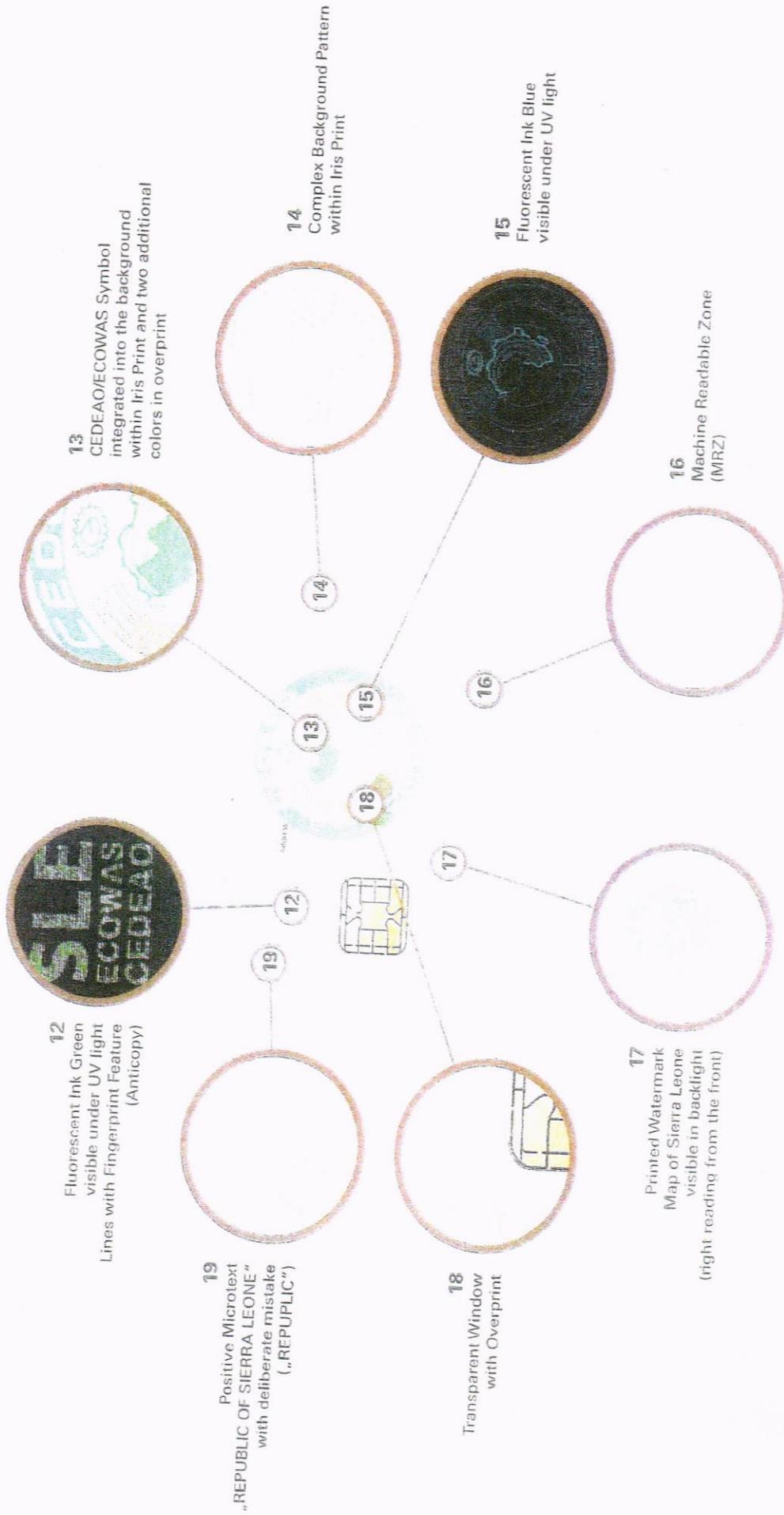
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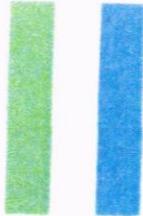
ECOWAS IDENTITY CARD  
REPUBLIC OF SIERRA LEONE



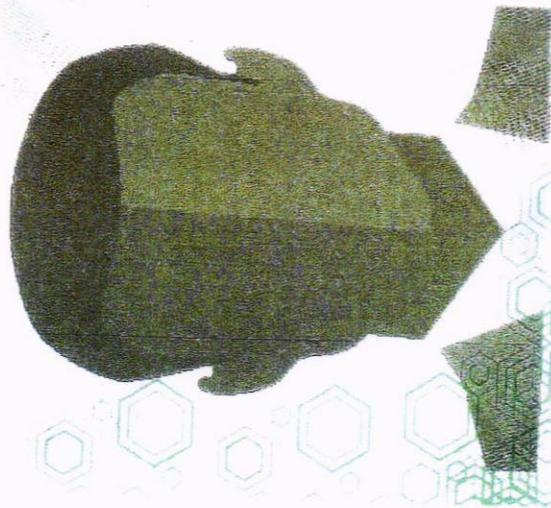
ECOWAS IDENTITY CARD  
REPUBLIC OF SIERRA LEONE







**REPUBLIC OF SIERRA LEONE**  
**NON-NATIONAL IDENTITY CARD**



Surname

Specimen

Name

Samplename

Middle Name

Max

Sex

M/F

Date of Birth

01.01.1900

Height (m)

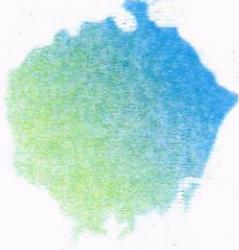
1.99

Personal ID Number

SL9876543

Date of Expiry

01.01.2222



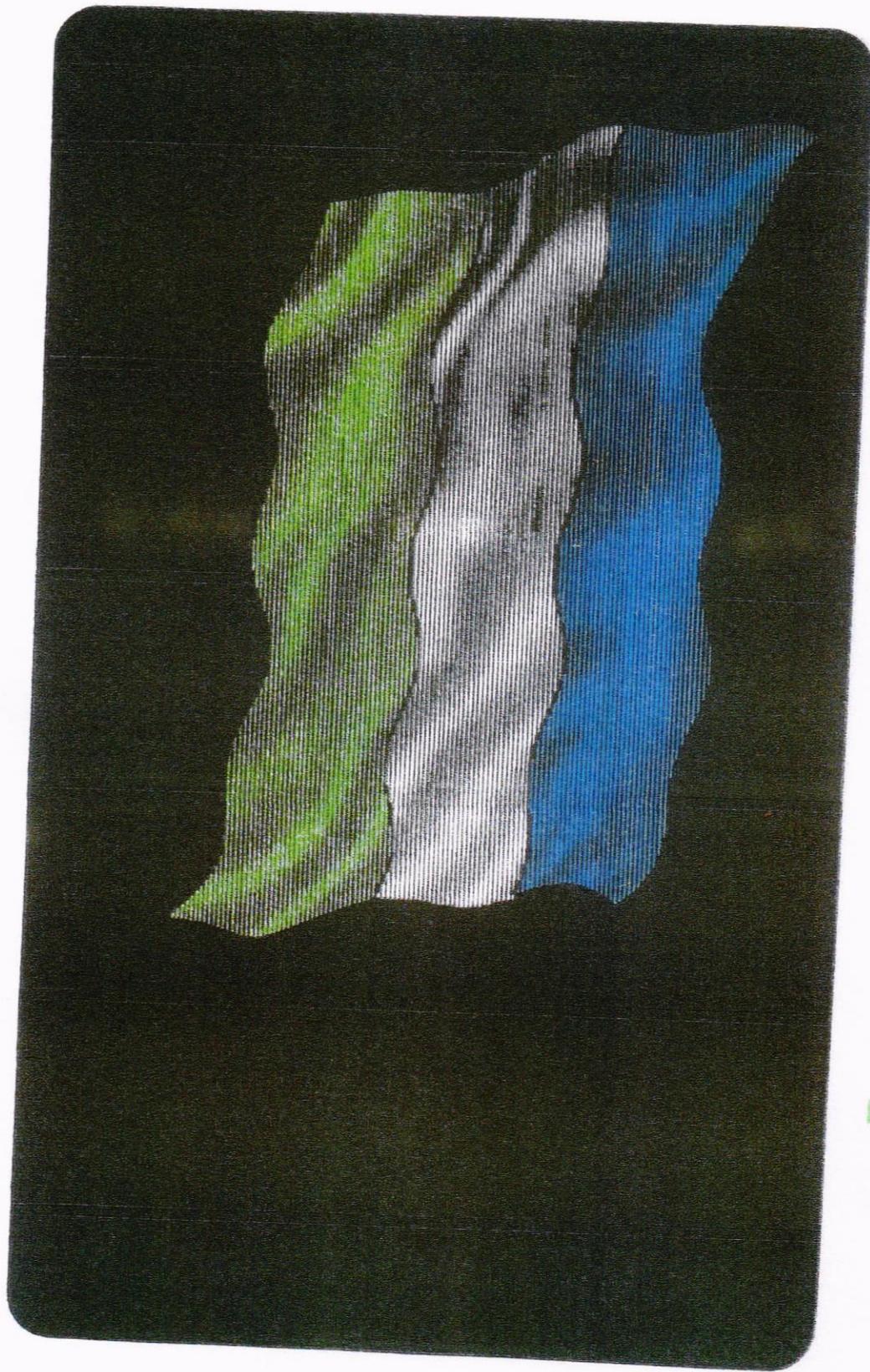


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Fluorescent Ink White

Fluorescent Ink Blue

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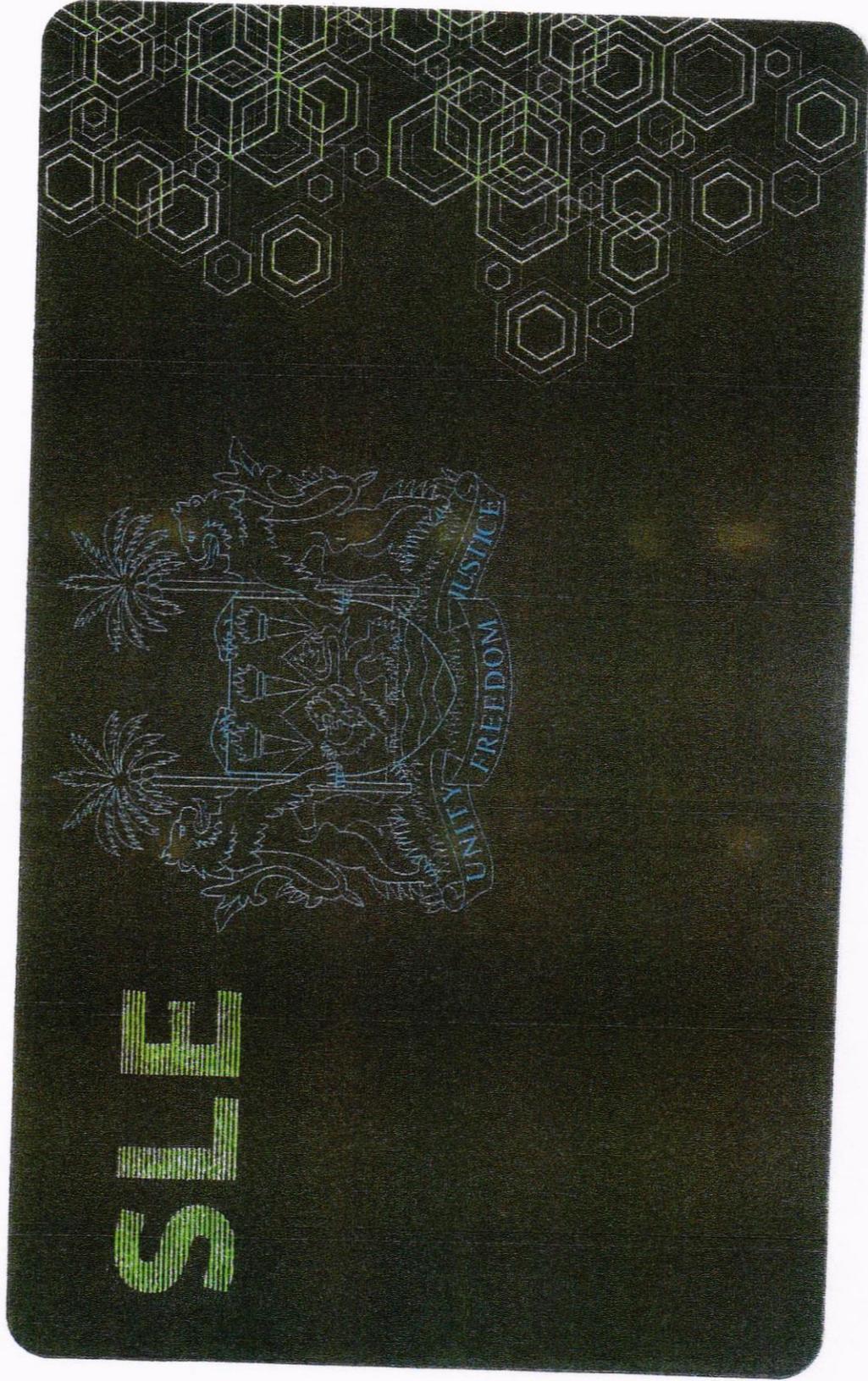
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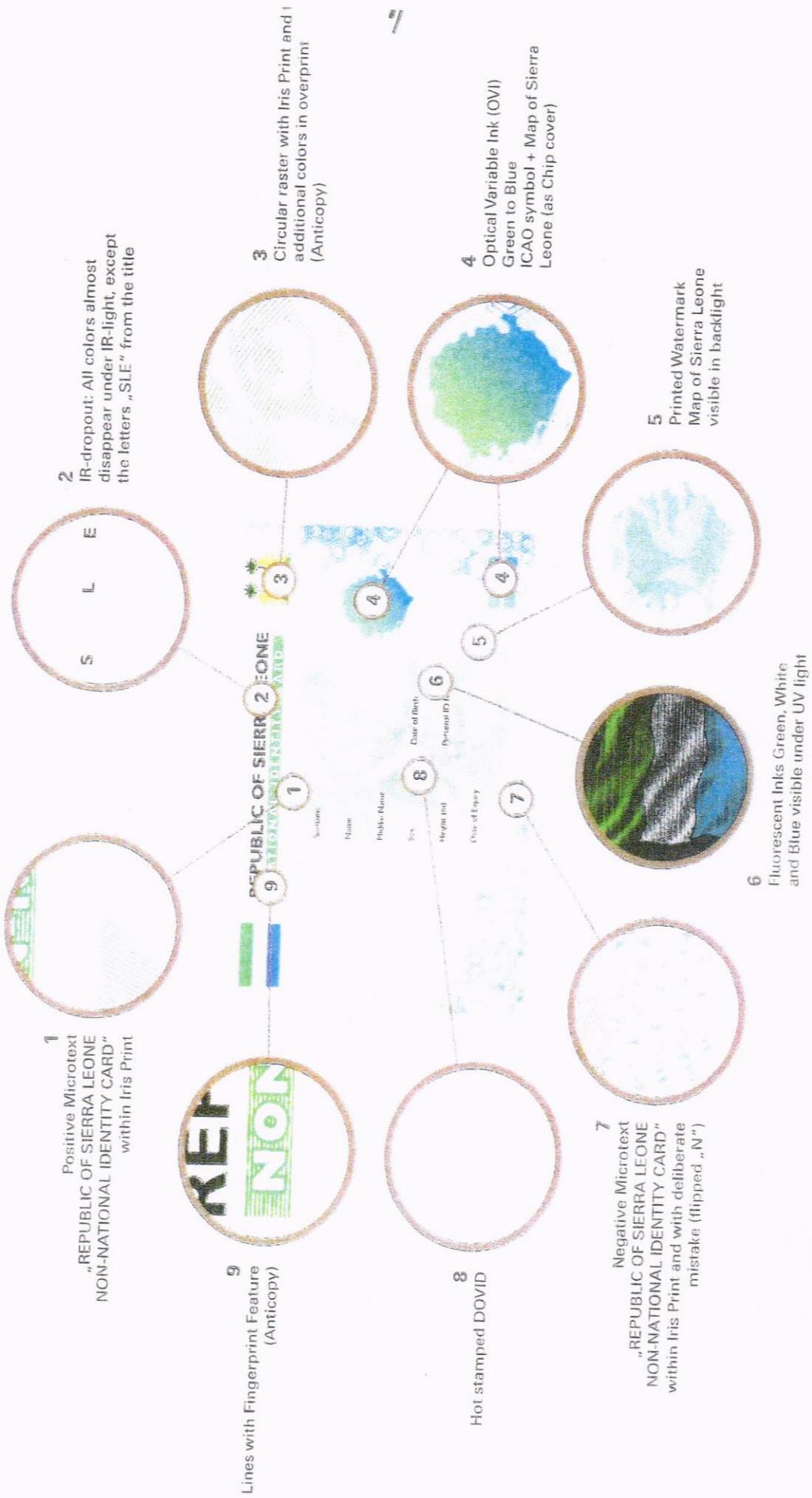
■ Fluorescent Ink Green

■ Fluorescent Ink Blue: mixed with visible color

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Lametzstraße 4-8, A-1280 Vienna

+43 (1) 61065  
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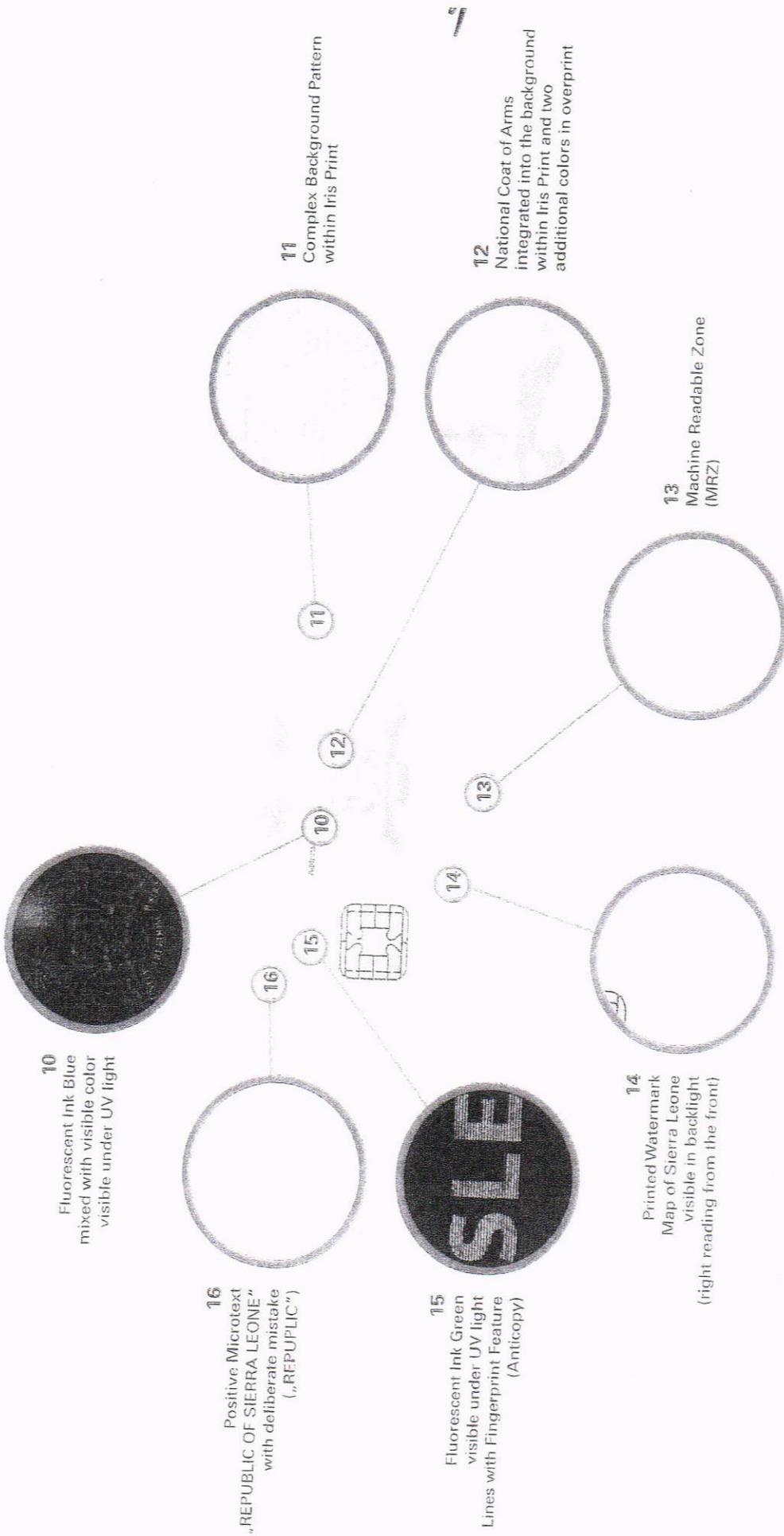


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# VISUAL IMPRESSION OF THE NATIONAL IDENTITY CARD

Scale 1:1 (100%)

REPUBLIC OF SIERRA LEONE  
REPUBLIC OF SIERRA LEONE

Sumina  
Specimen  
Name  
Samplename  
Male Name  
Max  
Sex  
M/F  
Height (m)  
1.99  
Date of Birth  
01.01.2022

Date of Birth  
01.01.1900  
Person. ID Number  
SL9876543

ECOWAS IDENTITY CARD  
CARTE D'IDENTITE CEEDEO / BILHETE DE IDENTIDADE CEEDEO

Sumina  
Specimen  
Name  
Samplename  
Nationality  
Utopia  
Date of Birth  
01.01.1900  
Date of Issue  
01.01.2022  
Date of Expiry  
01.01.2222  
Document Number  
1234ECOWAS5678  
Signature

Sex  
M/F  
Height  
1.95  
ID Number  
0987654321  
Place of Issue  
Sample Data

Design Sketch

**SIERRA LEONE NATIONAL IDENTITY CARD**

KINEGRAM® PCI (COMBI FOIL)

with KINEGRAM ZERO.ZERO®

## DESIGN SKETCH

Scale 1:1 (100%)

Application size 13.0 x 25.0 mm  
Application Tolerance ± 0.1 mm (dashed line)

High Definition Metrolization (HDM)  
Metallization Tolerance ± 0.3 mm



SLE

Scale 3:1 (300%)

Security Registration, Justice

~75 µm

Manotari ~75 µm



HDM

REPUBLIC OF SIERRA LEONE

~70 µm