

Draft State Procurement Contract No

This document is the Draft State Procurement Contract. The final version of the Contract may be refined and specified based on the Tender Proposal of Successful Bidder

The Parties:

Purchaser: National Bank of Georgia, represented by _____;
Address: No 3/5 Leonidze str., 0105, Tbilisi, Georgia;
Identification No: 203 824 148.

Supplier: _____, represented by _____
Address: _____

Bank Details: _____

On the ground of Law of Georgia on State Procurement and Supplier’s Tender Proposal and in accordance with the terms of Electronic Tender (Tender Announcement N _____) the Parties enter into this State Procurement Contract and agree as follows:

1. SUBJECT OF THE CONTRACT

1.1 Supplier undertakes to perform the Services related to Design and Implementation of ISO/IEC27001 Information Security Management System (ISMS) (hereinafter referred to as the “Services”) in full consistency with the Terms and conditions of this Contract. (CPV Code: 79417000).

2. DEFINITION OF TERMS

2.1 The definitions and rules of interpretation in this clause apply in this Contract.

Acceptance: in respect of each Project Phase shall mean signing by both Parties of Acceptance Certificate issued for such Project Phase in accordance with **Attachment 1**

Acceptance Certificate: the written certificate to be signed by the Parties under clause 6.5.

Acceptance Date: the date on which the Acceptance Certificate is issued by the Purchaser under clause 6.5 in respect of each Project Phase.

Acceptance Review: identifying compliance of Deliverables as set out in Services Requirements and Implementation Plan and as to be further defined and agreed in accordance with clause 6 of the Contract.

Services Requirements: means the performance and quality specification contained in Attachment 4, which sets out the minimum requirements of Services and obligations of Supplier regarding the System which are finally and definitively amended or specified in the Implementation Plan.

Change Agreement: an agreement made under clause 8.3.

Commencement Date: means the date of signing this Contract.

Completion Date: the estimated date specified in Implementation Plan (which may be extended in accordance with the provisions of clause 5) by which the Supplier is to provide the Purchaser with Services. In any case the Completion date shall not exceed 13 (thirteen) months from the Commencement Date.

Certification Period: the last 4 month before Completion Date, during which Supplier shall provide Support Service and Purchaser shall be successfully certified by organization, which has been accredited by UKAS or DAkkS or by body that is authorised member of the International Accreditation Forum (IAF) and the European co-operating for Accreditation (EA) for ISO 27001:2013 standard certification or member of BSI Association Consultant Program (ACP).

Implementation Service Completion Date: the estimated date specified in Implementation Plan (which may be extended in accordance with the provisions of clause 5) by which the Supplier is to provide the Purchaser with Implementation Service.

Confidential Information: all information exchanged between the parties under this Contract, except information that (i) is or becomes available to the public other than by disclosure by the receiving party in violation of this Contract; (ii) was evidently known to the receiving party before disclosure by the disclosing party with no obligation to hold in confidence; (iii) is independently developed by the receiving party without recourse to the exchanged information; (iv) was rightfully obtained by the receiving party from a third party without an obligation of confidentiality; (v) is required to be disclosed by applicable law, court order or investigation by any government, official, regulatory body; or (vi) the disclosing party expressly permits in advance and in writing the receiving party to disclose.

Implementation Service: service provided by Supplier to Purchaser in respect of implementation, establishment, operation, review, maintenance of System and appropriate training as specified in Services Requirements and Implementation Plan during Project Phases 1 to 5.

Contract Price: the aggregate price for the Services, as specified in **Attachment 1** and clause 18.1.

Purchaser Representative: a person duly authorised by the Purchaser to act on its behalf for the purposes of this Contract and identified to the Supplier by written notice from the Purchaser.

Purchaser Responsibilities: means necessary actions of the Purchaser as exhaustively defined in Attachment 3 to this Contract.

Data: means factual information (whether on paper or in electronic form) used as a basis for reasoning, discussion, or calculation.

Data Protection Legislation: all applicable data protection legislation and regulations.

Implementation Plan means System Implementation Plan in consistency with Services Requirements, Preliminary Implementation Plan (Attachment 2) and ISO/IEC 27001:2013, ISO/IEC 27002:2013, ISO/IEC 27003:2010 and ISO/IEC 27012:2010 as further prescribed in Attachment 8, which may be varied in accordance with the provisions of clause 5 and which consists of Services scope and performance document developed by the Supplier and approved by the Purchaser, which will be modified by either side as appropriate or necessary and, which will include but not limited:

- (a) Project Organisation and Management Plan;
- (b) Resource Plan;
- (c) Communication Plan;
- (d) Risk Management Plan;
- (e) Procurement Plan;
- (f) System Development Plan;
- (g) Training Plan;
- (h) Supplier scope of Implementation Service;
- (i) Deliverables;
- (j) Supplier's responsibilities;
- (k) the scope of Support Services;
- (l) Task, Time and Resource Schedules showing the estimated duration, sequence, resource allocation, interdependencies between tasks and interrelationship of all key activities and resources needed to complete the contract; and
- (m) Project Phases (including the estimated Acceptance Dates).

The Implementation Plan will be based on the requirements of the Contract and the requirements set out in the Project Documents. Should the Implementation Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail unless such conflict is specifically identified

and amended within the terms of the Implementation Plan. The Implementation Plan will be prepared in accordance with the Supplier's standard template as notified to the Purchaser in advance. As a minimum the Implementation Plan will include the Purchaser's mandatory requirements set out in the Services Requirements. The Purchaser acknowledges that Implementation Plan will not include additional functionality beyond that which was set out in the Project Documents unless such additional functionality is agreed by the parties through a Change Agreement.

Deliverables means trainings, documents, policies, procedures, plans and methodologies as set out in Services Requirements and Implementation Plan.

Dispute Resolution Procedure: the procedure for dealing with disputes under this Contract as set out in clause 32.

Key Personnel: at list three members with roles of Consultant, Auditor, Trainer and Project Manager of Supplier.

Normal Working Hours: the hours 9:00 am to 18:00 pm Georgia time Monday to Friday, except Georgian Official Holidays. However, for the avoidance of doubt, the Purchaser acknowledges that it is not mandatory for the Supplier's staff to provide Services for more than 8 hours a day.

Personal Data: data that are subject to protection under Data Protection Legislation of Georgia.

Project Manager: the Supplier employee who has overall responsibility for the Services as notified to and approved by the Purchaser.

Services: Implementation Service and Support Service to be provided by the Supplier to the Purchaser as specified in clause 3.

Site: the location at which Purchaser's Head Office is situated as agreed by the parties and documented in the Implementation Plan.

Support Services: the services to be provided by the Supplier during Project Phase 6 (Certification Period) under clause 13 to clause 14 of this Contract.

System: means Information Security Management System in accordance with ISO/IEC 27001.

Final Acceptance: means issue of a Final Certificate of Acceptance confirming successful completion of Project Phase 6 and issue of the ISO 27001 Certificate on Purchaser by organization, which has been accredited by UKAS or DAkkS or by body that is authorised member of the International Accreditation Forum (IAF) and the European co-operating for Accreditation (EA) for ISO 27001:2013 standard certification or member of BSI Association Consultant Program (ACP).

Project Documents: means each of the documents referred to in **Attachment 5** of this Contract and the various documents making up the Project Documents shall be defined in the manner set out in **Attachment 5**.

Project Phase: each of six project phases as described in Project Documents.

Training: the training as specified in Services Requirements and Implementation Plan, to be provided by the Supplier as part of the Services.

VAT: value added tax assigned and paid by the Purchaser according to Tax Code of Georgia.

WHT - Income Tax for non-residents to be withheld from the sum of invoice and payable by the Purchaser on behalf of the Supplier (in case if it is non-resident) according to Tax Code of Georgia. Amount of this Tax constitutes 10% of invoiced sum.

Works: all the works, duties and obligations to be carried out by the Supplier pursuant to this Contract.

- 2.2 A reference to one gender includes a reference to the other gender.
- 2.3 Words in the singular include the plural and in the plural include the singular.
- 2.4 A reference to a particular law is a reference to it as it is in force for the time being taking into account of any amendment, extension, application or re-enactment and includes any subordinate legislation made under it for the time being in force.
- 2.5 Except where a contrary intention appears, a reference to a clause or Attachment is a reference to a clause of or Attachment to, this Contract.
- 2.6 Clause headings do not affect the interpretation of this Contract.
- 2.7 Any variation of this Contract shall be in writing and signed by or on behalf of all parties and no amendments or alterations shall be introduced to the terms of the Contract except the written changes signed by both parties. If due to some unexpected reasons there shall arise the necessity to change the terms of the Contract, the initiator of introducing changes shall communicate the relevant information to another party in writing as a Change Agreement.
- 2.8 **Writing** or **written** includes faxes but neither e-mail nor any other form of electronic communication, except where expressly provided to the contrary.

3. SERVICES TO BE PROVIDED

- 3.1 The Supplier shall provide Services in accordance with the Services Requirements, Implementation Plan and this Contract, including, but not limited:

- (a) Establish and provide to Purchaser System Implementation Plan;
 - (b) Implement the System;
 - (c) Monitor and review the System;
 - (d) Maintain and improve the System;
 - (e) Support Purchaser during external certification audit of System during four month
- 3.2 The Supplier hereby covenants with the Purchaser to provide Services in conformity in all respects with the provisions of this Contract and to ensure that the System is designed and implemented so as to meet all of the Purchaser's requirements as specified in the Project Documents.
- 3.3 The Supplier shall conduct all activities and provide Services under this Contract in timely manner and with due care and diligence, in accordance with this Contract and with the skill and care expected of a competent provider of information security management system support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the works at hand in accordance with Project Documents.
- 3.4 The Supplier shall provide Services in accordance with the highest standards of professional competence and integrity.
- 3.5 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data provided by the Purchaser and of other data readily available to the Supplier relating to the System prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
- 3.6 Both Parties shall be responsible for timely provision of their respective resources, information, and decision making under its control that are necessary to reach a mutually agreed Deliverables.
- 3.7 The Purchaser will use the opportunity of spending additional 10 man/day according to the official consideration, if during Project Phases, the Purchaser additionally requires performance of such works from the Supplier, that were not provided in the this Contract.

- 3.8 Supplier shall provide additional 10 man/day in accordance with clause 3.7 to Purchaser only upon written notice from Purchaser
- 3.9 Only upon signing relevant Acceptance Certificate the cost of additional man/day will be reimbursed in accordance with the procedure as set out in clause 18.6.
- 3.10 The cost of additional man/day will not be reimbursed, if the Purchaser does not use them during Project Phases. If the Purchaser additionally requires provision of 10 man/day, the cost of additional man/day will not be reimbursed, if the Purchaser won't be successfully certified by organization, which has been accredited by UKAS or DAkkS or by body that is authorised member of the International Accreditation Forum (IAF) and the European co-operating for Accreditation (EA) for ISO 27001:2013 standard certification or member of BSI Association Consultant Program (ACP).
- 3.11 If the Purchaser additionally requires provision of man/day, the cost of additional man/day will be reimbursed if the Purchaser fails to announce the state tender in respect with the Project Phase 6 within 2 month from the Acceptance Date of Project Phase 5.

4. CONDUCT OF THE WORKS

- 4.1 The Supplier shall carry out the Works with reasonable diligence and despatch, and with reasonable skill and expertise in accordance with its planning models and work methods:
- (a) To provide Implementation Service, in particular provide the System to meet the Services requirements, ISO/IEC 27001,ISO/IEC 27002:2005, ISO/IEC 27003:2010,ISO/IEC 27012:2010, Law of Georgia on Information Security and relevant Regulations of the Head of Data Exchange Agency of the Ministry of Justice of Georgia by the Implementation Service Completion Date; and
- (b) To provide Support Service within Certification Period.
- 4.2 The Purchaser shall co-operate with the Supplier in any manner reasonably required by the Supplier in order to carry out the Work, including, but not limited to, provision of information and data, making reviews of proposed Deliverables, making available suitably qualified employees of the Purchaser, provision of access to the Site for the Supplier's employees and provision when the Supplier personnel are working on the Site of supplies reasonably required by the Supplier, such as power and computer consumables.

4.3 The Supplier undertakes that its employees, while on the Site, will comply with all relevant rules and regulations duly communicated by the Purchaser for the behaviour of its own employees, and any other reasonable requirements of the Purchaser. The Supplier shall remove any employee whom the Purchaser can demonstrate has failed to comply with such rules, regulations and requirements.

5. IMPLEMENTATION PLAN AND EXTENSION OF TIME

5.1 The Implementation Plan, which will encompass the activities specified in the Contract and Services Requirements shall be contractually binding on the Purchaser and the Supplier.

5.2 Both parties shall perform their obligations under this Contract in accordance with provisions of Contract and the Implementation Plan.

5.3 Without prejudice to the provisions of this Contract the Supplier shall undertake to provide Services during Project Phase 1 in accordance with the Preliminary Implementation Plan and the Contract.

5.4 The Supplier shall undertake to provide Services during Project Phases 2 to 6 in accordance with the Implementation Plan and the Contract.

5.5 In close cooperation with the Purchaser and based on the Project Documents, the Supplier may amend the Implementation Plan. The Supplier and Purchaser shall each negotiate and approve this amendment as the agreed Implementation Plan in accordance with Clause 8 of this Contract.

5.6 This Contract shall be effective from the Commencement Date and shall continue in force during 30 days after Completion Date.

5.7 The Supplier shall complete the Works in each Project Phase in timely manner by the date specified in the Implementation Plan, subject to the provisions of clause 5.10.

5.8 Project Phases 1 to 5 shall be completed by the Implementation Service Completion Date.

5.9 Project Phase 6 shall be completed by the Completion Date.

5.10 The Supplier shall be given an extension of time for completion of any one or more of the Project Phases if one of more of the following events occurs:

- (a) A force majeure event occurs as described in clause 25; or
- (b) If delay is caused in whole or in part by an action or omission of the Purchaser given the obligations of Supplier prescribed under clause 5.11 are fulfilled.

5.11 If the Supplier is entitled to an extension of time under clause 5.10, it shall give written notice to the Purchaser as soon as possible but not later than 5 (five) working days after the beginning of the event. Such notice shall specify the event relied on and, in the case of a force majeure event under clause 25, shall estimate the probable extent of the delay.

5.12 The Purchaser Representative and the Project Manager shall use best endeavours to agree in writing, signed by both parties, what extension of time is reasonable in the circumstances. The Implementation Plan shall be deemed amended accordingly.

6. ACCEPTANCE AND ACCEPTANCE REVIEW

6.1 Without prejudice to clause 6.3 each Project Phase (except for Project Phase 6) shall be accepted and Acceptance Certificate shall be signed for such relevant Project Phase in accordance with clause 6.1 only upon:

a) Provision of all Deliverables related to respective Project Phase by the Supplier to the Purchaser and confirming by the Purchaser their (Deliverables) compliance with Services Requirements, Implementation Plan, ISO/IEC 27001:2013, ISO/IEC 27002:2013, ISO/IEC 27003:2010, ISO/IEC 27012:2010 and written directions/comments of Purchaser; and

b) Provision of progress report of project progress result and quality in respect with ISO 27003, ISO 27001, Law of Georgia on Information Security and relevant Regulations of the Head of Data Exchange Agency of the Ministry of Justice of Georgia and confirming by the Purchaser its (project progress evaluation) compliance

in accordance with communication procedures as specified in clauses below.

6.2 Upon completing each Project Phase (except for Project Phase 1 and 6) and before Acceptance of each Project Phase Supplier shall review, evaluate project progress result and quality in respect with ISO 27003, ISO 27001, Law of Georgia on Information Security and relevant Regulations of the Head of Data Exchange Agency of the Ministry of Justice of Georgia and provide progress report for relevant Project Phase. This process has to be performed with close cooperation with Purchaser in accordance with procedure as described in clause 6.3

6.3 Without prejudice to clause 6.8 and upon drafting each Deliverable (document) Supplier shall provide such Deliverable (document) for each Project Phase to Purchaser for review within time limits as specified in Implementation Plan. Purchaser shall check compliance of each Deliverable (document) with Services

Requirements, Implementation Plan and ISO/IEC 27001,ISO/IEC 27002:2005, ISO/IEC 27003:2010 and ISO/IEC 27012:2010 and shall provide written directions/comments or confirm compliance of respective Deliverable (document) within time limits as specified in Implementation Plan. Supplier shall be bound with Purchaser's written (including electronic) directions/comments regarding proposed Deliverable (documents). Upon receiving written directions/comments, Supplier shall within 5 (five) working days provide Purchaser with revised Deliverable (document).

- 6.4 Each Deliverable (document) shall be deemed accepted only upon receiving the written (including electronic) confirmation of Purchaser on compliance of such Deliverable (document) with Services Requirements, Implementation Plan, ISO/IEC 27001,ISO/IEC 27002:2005, ISO/IEC 27003:2010, ISO/IEC 27012:2010 and written directions/comments of Purchaser.
- 6.5 The Purchaser shall accept Project Phase within 15 days from the handover date or present reasonable claims/written directions/comments to the Supplier. The Purchaser's representative authorized to sign the Acceptance Certificate will be the Head of the Procurement & Logistics Department.
- 6.6 Each Project Phase shall be accepted only after acceptance of previous Project Phase.
- 6.7 Project Phase 6 as described in Services Requirements will be accepted and Final Acceptance will be signed only after successful certification of Purchaser by organization, which has been accredited by UKAS or DAkkS or by body that is authorised member of the International Accreditation Forum (IAF) and the European co-operating for Accreditation (EA) for ISO 27001:2013 standard certification or member of BSI Association Consultant Program (ACP).
- 6.8 Provision of Training should enable the Purchaser to effectively manage the System. Training provided by Supplier shall be deemed accepted only upon receiving written notice (including e-mail) of the Purchaser confirming acceptance of respective Training within 5 (five) days from receiving respective notice from the Supplier on provision of Training.
- 6.9 Communication with regards to review and acceptance of Deliverables and project progress result as described in clauses 6.2, 6.3, 6.4, 6.8 shall be conducted in electronic form (e-mail).

7. PURCHASER OBLIGATIONS

- 7.1 The Purchaser hereby undertakes to perform the Purchaser Responsibilities with reasonable care and skill.

- 7.2 The Purchaser acknowledges that in the event that any failure by the Purchaser to perform the Purchaser Responsibilities causes the Supplier to be in breach of any of its obligations under this Contract then the Supplier will be relieved from its obligations and liabilities (and the Implementation Plan will be extended) to the extent caused by such negligent act or Purchaser default and the Implementation Plan shall be amended accordingly provided that the Supplier:
- (a) Promptly notifies the Purchaser in writing of such default and sets out details of the failure and its likely consequence on the Implementation Plan; and
 - (b) Uses all its reasonable endeavours to mitigate the consequences, including delay, of such Purchaser default.
- 7.3 Clause 7.2 sets out the exhaustive rights and remedies for the Supplier in the event of a failure by the Purchaser to perform the Purchaser Responsibilities.
- 7.4 The Supplier acknowledges that:
- (a) The Purchaser Responsibilities are the exhaustive list of activities and responsibilities on the Purchaser necessary to enable the Supplier to provide Services in accordance with this Contract; and
 - (b) It is not relying on any other assumptions as to the role to be performed by the Purchaser.

8. CHANGE REQUEST

- 8.1 Without prejudice to clause 8.6 each party may, by giving written notice specifying the contents as well as the reason for the requested change to another party at any time during the term of this Contract, request a change to the Contract.
- 8.2 Within 5 working days (or such additional period as is agreed by the parties commensurate with the scope of the requested change) of receipt of such notice, the party shall, (at its then current standard rates or such other rate as may be agreed by the parties (exclusive of pre-agreed expenses)), prepare for another party a written estimate of any increase or decrease in the Contract Price, and of any effect that the requested change would have on this Contract.
- 8.3 Within 10 working days (or such additional period as is agreed by the parties in light of the scope of the requested change) of receipt of the written estimate referred to in clause 8.2, the party shall inform another party in writing of whether or not the party wishes the requested change to be made. If the change is agreed, the proposing party shall make the requested change once the parties have agreed and signed a written agreement (**Change Agreement**) specifying in particular, any changes to this Contract and Contract Price.

- 8.4 If no agreement can be reached, the Parties shall perform the duties arising from this Contract as initially agreed between the Parties.
- 8.5 Any change of the terms of the Contract agreed as a Change Agreement shall be registered as an addendum to the Contract and shall be considered as an intrinsic part of the Contract.
- 8.6 This Contract can be amended provided that Contract Price remains the same except for the cases prescribed by Article 398 of Civil Code of Georgia.
- 8.7 Provided that circumstances as described in clause 8.6 are present the Contract Price may be increased by no more than 10% of the Contract Price.

9. WARRANTIES

9.1 The Supplier warrants and represents to the Purchaser that:

- (a) The System is in consistency with ISO/IEC 27001:2013, ISO/IEC 27002:2013, ISO/IEC 27003:2010, ISO/IEC 27012:2010, Law of Georgia on Information Security, relevant Regulations of the Head of Data Exchange Agency of the Ministry of Justice of Georgia and Implementation Plan;
- (b) It has full capacity and authority and all necessary consents and certificates including but not limited to certificates as prescribed in Tender Documents, to enter into and to perform this Contract and that this Contract is executed by a duly authorised representative of the Supplier;
- (c) This Contract shall be performed in compliance with all applicable laws, enactments, orders, regulations and other similar instruments as amended from time to time;
- (d) The Services shall be provided and carried out by appropriately experienced, qualified and trained personnel with all due skill, care and diligence as prescribed in Tender Documents;
- (e) It shall discharge its obligations hereunder with all due skill, care and diligence including good industry practice and in accordance with its own established internal procedures;
- (f) It has taken and shall continue to take all steps, in accordance with good industry practice, to prevent the introduction, creation or propagation of any disruptive element (including any virus, worm and/or trojan horse) onto Purchaser Network;
- (g) It has taken and shall continue to take all steps to properly safeguard Confidential Information received during provision of Services owned by or under the control of, or used by, the Purchaser;

- (h) It shall take all measures to avoid any and all data loss and data corruption during the provision of the Services in accordance with good industry practice;
- (i) The provision of the Training component of the Services and the supply of Deliverables should enable the Purchaser to:
 - (i) Effectively manage the System;
 - (ii) Successfully receive the ISO 27001:2013 Certificate;
- (j) It shall provide each Deliverable and revised Deliverable within timeframes as prescribed in clause 6.3;
- (k) It shall finish each Project Phase and provide progress report of project progress within timeframes contained in Implementation Plan;
- (l) It shall take all measures to avoid the failure or reduced performance (in whole or in part) of the Services.

9.2 Without prejudice to clauses 9.3 and 9.4 the Supplier acknowledges that any breach of any of the above warranties in Clause 9.1 shall be remedied as a matter of urgency at no cost to the Purchaser upon receiving respective notification from Purchaser.

9.3 The Supplier acknowledges that any breach of warranties in Clause 9.1 (j) shall be remedied at no cost to the Purchaser within 3 (three) working days from the day of receipt of respective notification (including e-mail) from the Purchaser.

9.4 The Supplier acknowledges that any breach of warranties in Clause 9.1 (k) shall be remedied at no cost to the Purchaser within 10 (ten) working days from the day of receipt of respective notification (including e-mail) from the Purchaser.

9.5 The Supplier acknowledges that if any breach of any of the above warranties in clause 9.1 will not be remedied in timely manner as described in clauses 9.2, 9.3, and 9.4 Supplier shall have right to apply for actions as specified in clause 23.

9.6 The warranties in this clause 9 are in lieu of all other express or implied warranties or conditions.

9.7 The Supplier affirms to the best of its knowledge that, as of the time at which this Contract is executed, there is no legal impediment as to the performance of the Services under this Contract and that it is neither connected with nor involved in, directly or indirectly, any other matter that constitutes a legal impediment in respect of its obligations under this Contract. The Supplier undertakes to refrain, throughout the term of this Contract, from taking part and/or being involved in any transaction and/or other matter that creates a legal impediment as to the performance of the Services under this Contract.

9.8 The Supplier undertakes to advise the Purchaser of any legal impediment. The Supplier affirms its awareness of its responsibility to act in good faith vis-à-vis the Purchaser in all actions that it takes in regard to this Contract and affirms that any recommendation and advice that it offers will flow solely from considerations of good faith.

10. PROJECT MANAGEMENT

10.1 The Supplier will retain overall project management responsibility for the Works in compliance with the terms of this Contract. The Supplier will implement and comply with the project management methodology set out in the Implementation Plan.

10.2 No later than 5 (five) days after the Commencement Date, the Purchaser shall notify the Supplier of the name and qualifications as prescribed in Tender Documents of the person appointed as the Purchaser Representative.

10.3 The Supplier's Project Manager shall have the responsibility and commensurate authority for the overall progress of the Works and all questions regarding this Contract can be referred to him/her.

10.4 The provision of employees of the Supplier to carry out the Works shall be at the discretion of the Supplier. Employees of the Supplier shall meet all relevant requirements as set out in Project Documents.

10.5 The Key Personnel shall not be replaced before Final Acceptance without the prior written approval of the Purchaser, unless:

- (a) The individual to be replaced is prevented by ill-health from carrying out his or her duties in connection with the Contract for a significant period; or
- (b) The individual resigns from employment with the Supplier; or
- (c) The contract of employment of the individual is terminated; or
- (d) The Purchaser makes written request to the Supplier to replace the individual.

If any such person is replaced, the Supplier shall consult with the Purchaser Representative about the identity of a suitable replacement.

10.6 The Supplier shall submit within 7 (seven) days from the end of the respective month to the Purchaser Monthly progress reports, summarizing:

- (a) Results accomplished during the prior period;

- (b) Deviations to date from schedule of progress specified in the Implementation Plan;
- (c) Corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;
- (d) Other issues and outstanding problems; proposed actions to be taken and the Supplier will provide a replacement that is acceptable to the Purchaser;
- (e) Resources that the Supplier expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in order to comply with the Purchaser Responsibilities in the next reporting period; and
- (f) Other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.

11. PROVISION OF DATA

- 11.1 The Purchaser shall, in sufficient time to permit the Supplier to meet all its obligations under this Contract, give the Supplier access to all Purchaser data that is strictly necessary for proper provision of the Services.
- 11.2 The Supplier shall use best efforts and all reasonable skill and care to ensure the adequate safeguards of such Purchaser data in accordance with the methodology and obligations which will be set out in the Implementation Plan.
- 11.3 The Supplier shall return all copies of Purchaser data to the Purchaser on completion of Work.
- 11.4 If such data includes Confidential Information, the Supplier agrees:
 - (a) To use and/or hold such Confidential Information only as strictly necessary for the purposes of the provision of Services;
 - (b) Not to disclose or permit the disclosure of any such Confidential Information any third party unless specifically authorised in writing by the Purchaser;
 - (c) To take all reasonable steps to safeguard such Confidential Information;
 - (d) To comply in all respects with Data Protection Legislation;
 - (e) Not to do anything, nor permit anything to be done, which might jeopardise or contravene the terms of any data protection registration of the Purchaser; and
 - (f) To return all copies of such Confidential Information to the Purchaser on completion of Work.

11.5 The Purchaser shall be responsible for informing the Supplier of the requirements of the Data Protection Legislation and any relevant contractual obligations of the Purchaser relating to the Confidential Information.

12. PURCHASER REFERENCE SITE AND PUBLICITY

All official reference including but not limited to the purpose of marketing Supplier's services or statements including the name of the Purchaser may only be made with the Purchaser's prior written approval. The Supplier agrees not to use the Purchaser's name or the existence of this Contract in any publicity materials or advertising without the prior written consent of the Purchaser, such consent not to be unreasonably withheld or delayed other than as set out in this Contract.

13. SUPPORT SERVICES

13.1 The Supplier shall after finishing first five Project Phases in accordance with Services Requirements and Implementation Plan assist Purchaser during Certification Period in certification process until Purchaser is successfully certified.

13.2 The Supplier shall ensure that Support Service is available by any means of communication during Normal Working Hours to provide assistance to the Purchaser in accordance with clause 13.1.

14. DURATION OF SUPPORT SERVICES

Support Services shall commence on the starting date of Certification Period and shall continue in force during such Period or until successful certification of Purchaser by organization, which has been accredited by UKAS or DAkkS or by body that is authorised member of the International Accreditation Forum (IAF) and the European co-operating for Accreditation (EA) for ISO 27001:2013 standard certification or member of BSI Association Consultant Program (ACP) (which is earlier) or until it is terminated in accordance with any of the provisions of this Contract.

15. PAYMENT FOR SUPPORT SERVICES

15.1 Without prejudice to clause 15.2 the Purchaser shall make Payment No. 3 in accordance with Payment Schedule of Attachment N1 only after successful certification of Purchaser by organization, which has been accredited by UKAS or DAkkS or by body that is authorised member of the International Accreditation Forum (IAF) and the European co-operating for Accreditation (EA) for ISO 27001:2013 standard certification or member of BSI Association Consultant Program (ACP).

- 15.2 The Supplier acknowledges that it shall not be paid only the price of Support Service in accordance with Attachment 1 if the Purchaser fails to announce the state tender in respect with the Project Phase 6 within 2 month from the Acceptance Date of Project Phase 5.

16. CONFIDENTIALITY AND OWNERSHIP OF DELIVERABLES

16.1 In relation to the Purchaser's Confidential Information:

- (a) The Supplier shall treat as confidential all Confidential Information of the Purchaser supplied under this Contract. The Supplier shall not divulge any such Confidential Information to any person except to its own employees and then only to those employees who need to know the same. The Supplier shall ensure that its employees are aware of, and comply with, the provisions of this clause 16;
- (b) The Supplier may provide any subcontractor with such Purchaser's Confidential Information as it needs to know in order to perform its obligations relating to the Work, provided that such sub-contractor has first entered into a written obligation of confidentiality in terms similar to clause 16.1(a); and
- (c) This clause 16.1 shall remain in full force and effect notwithstanding any termination of this Contract.

16.2 In relation to the Supplier's Confidential Information:

- (a) Without prejudice to clause 16.3 the Purchaser shall treat as confidential all information of the Supplier supplied to the Purchaser during the performance of this Contract;
- (b) The Purchaser shall not, without the prior written consent of the Supplier, divulge any part of the Supplier's Confidential Information to any person other than:
 - (i) The Purchaser's Representative; and
 - (ii) Other employees of the Purchaser who need to know it;
- (c) the Purchaser undertakes to ensure that the persons mentioned in clause 16.2(b) are made aware, prior to the disclosure of any part of the Supplier's Confidential Information, that the same is confidential and that they owe a duty of confidence to the Supplier; and
- (d) The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this Contract.

- 16.3 Soul ownership on Deliverables accepted by Purchaser shall remain to the Purchaser. The Supplier shall, at all times, keep the Deliverables confidential and shall not

permit the same to be used, copied, disclosed or disposed of except in accordance with this Contract.

16.4 The provisions of clause 16.3 shall not apply to information which is already public knowledge or becomes so at a future date (other than by breach of this Contract).

16.5 Clause 16.3 shall survive termination of this Contract.

17. TAXES

17.1 All taxes due under this Contract and prescribed by Supplier's legislation shall be paid by the Supplier and all taxes due under this Contract and prescribed by Purchaser's legislation shall be paid by the Purchaser.

18. PAYMENT

18.1 Contract Price is and includes all relevant taxes and costs in connection with execution of this Contract. For the avoidance of doubt the Contract Price is fixed and cannot be increased other than in accordance with this Contract.

18.2 Without prejudice to clause 17 the Purchaser hereby covenants to pay to the Supplier the Contract Price under the provisions of the Contract at the times and in the manner prescribed by this Contract.

18.3 The breakdown of Contract Price and Payment schedule are given in **Attachment 1**.

18.4 The currency of payment shall be:

- (a) Georgian Lari, if the Supplier is the resident of Georgia;
- (b) US Dollars, if the Supplier is non- resident of Georgia;

18.5 The form of payment is a bank transfer. If the day for payment is a non-business day, the payment shall be made on the next business day.

18.6 The Supplier shall submit (by courier) properly signed and stamped invoices and Acceptance Certificates in accordance with **Attachment 1**. The Purchaser shall make payments of each invoice within 30 (thirty) days from receipt of the invoice and signed Acceptance Certificate (whichever is later).

18.7 Invoices shall be on the Price of Services excluding VAT. The Purchaser will deduct 10 (ten) percent (WHT) from each invoice and pay the remaining sum to the Supplier.

18.8 Deducted 10% (WHT) as well as a sum of VAT shall be paid by the Purchaser on behalf of Supplier according to Tax Code of Georgia.

18.9 In the event of termination of this Contract as described in clause 23.5 the Supplier acknowledges, that the Supplier shall not be entitled to payment on a quantum merit basis for all work done (and not paid by the Purchaser) prior to termination.

19. INTEREST AND PENALTIES

19.1 Where a sum is required to be paid under this Contract, but is not paid on the date the parties agreed and is not a disputed payment, then:

(a) The party to whom payment is due may issue a notice advising the other party that such payment is overdue ("Late Payment Notice");

(b) If the amount remains undisputed and unpaid for a period of 30 days after the date of receipt of the Late Payment Notice;

then the party which is entitled to the payment may suspend its activities hereunder until payment is made and shall also charge penal interest (calculated on a day to day basis) on arrears at an annual rate of five percent (5%) on that sum for the period beginning with that date and ending with the date the sum is paid.

19.2 This clause 19 is without prejudice to any claim for interest under the law.

19.3 Before applying to measures specified below the Purchaser shall send a written notice to Supplier indicating particular breach of Supplier's obligation and possibility of charging respective penal interests for such breach 5 (five) days in advance.

19.4 Where the Supplier fails to finish Project Phase 5 in timely manner it will be charged penal interest (calculated on a day to day basis) on arrears at rate of 0.1 percent (___%) of price of Services for the period beginning with that date and ending with the date the Project Phase 5 is finished.

19.5 Purchaser shall be entitled to deduct penal interests from the payable amounts.

19.6 Payment of the penal interests does not release the Parties from the fulfilment of their obligations.

20. SUPPLIER PERSONNEL

The Supplier shall indemnify the Purchaser for all loss and damage to the Purchaser's employees or property caused by the Supplier's personnel while they are on the Purchaser's premises.

21. INDEPENDENT CONTRACTOR

- 21.1 For the purpose of the Work, the Supplier is an independent contractor and shall not hold itself out as an agent of the Purchaser except as expressly authorised in writing by the Purchaser.
- 21.2 The Supplier shall have complete control of the Works and shall efficiently and competently direct and supervise its employees and subcontractors who are carrying out the Work.
- 21.3 Purchaser shall have right to conduct oversight of Supplier's subcontractors who are in charge of carrying out the Work.

22. LIMITATION OF LIABILITY

- 22.1 The Supplier's entire liability under this Contract or for any cause of action related to the System shall, (subject to clause 22.2) be limited to 50% of the price of Implementation Service for any breach of the Contract prior to the successful certification of Purchaser. If Supplier's liability and penal amounts under this clause exceed 50% of the price of Implementation Service the Purchaser shall have the right to terminate this Contract.
- 22.2 Nothing in this Contract shall limit or exclude the liability of either party for death or personal injury resulting from negligence, fraud, fraudulent misrepresentation or for any deliberate personal repudiatory breach of this Contract or any deliberate breach of this Contract by that party or its employees or subcontractors or any breach of this Contract that results from the wilful act or wilful omission of that party or its employees or subcontractors.
- 22.3 Save in respect of:
- (a) Payment of undisputed elements of the Contract Price rightfully due under this Contract;
 - (b) Any breach by the Purchaser of its obligations of confidentiality set out in clause 16 of this Contract;

The Purchaser's maximum aggregate liability to the Supplier arising out of or in relation to this Contract shall (subject to clause 22.2) not exceed 5% of the Contract Price.

23. TERMINATION

- 23.1 Without prejudice to clause 23.5 either party may terminate this Contract immediately by written notice to the other party if:

(a) The other party is in material default of any of its obligations under this Contract and (in the case of a breach capable of being remedied) does not remedy such breach within 10 (ten) working days of receiving from the other party written notice of the breach and a request to remedy the breach; or

(b) Any distress or execution is levied on the other party's property or if the other party has a receiver, administrator, administrative receiver or manager appointed over the whole or any part of its assets, becomes insolvent, compounds or makes any arrangement with its creditors, commits any act of bankruptcy, is wound up or goes into liquidation, or if the other party suffers any analogous proceedings under foreign law.

23.2 Given the events as described in clause 25 happen either party may on notice to each other terminate this Contract in accordance with clause 25.

23.3 Given the events as described in clause 22.1 happen the Purchaser may on notice (5 days in advance) to the Supplier terminate this Contract.

23.4 The Purchaser may terminate this Contract on notice given to the Supplier 5 (five) days in advance if Deliverables won't be in consistency with ISO/IEC 27001,ISO/IEC 27002:2005, ISO/IEC 27003:2010 and ISO/IEC 27012:2010 and written (including e-mail) directions/comments of Purchaser.

23.5 The Purchaser may terminate this Contract on notice given to the Supplier 5 (five) days in advance if Project Phase 1 or 5 won't be finished in timely manner as described in Implementation Plan. Before applying to measures described in this clause 23.5 Purchaser may (if it considers necessary) notify the Supplier on the breach of this Contract and give extension of time at its own sole discretion.

23.6 The Purchaser may terminate this Contract on notice given to the Supplier 5 (five) days in advance if the Supplier breaches warranty described in clause 9.1(b) of this Contract.

23.7 Without prejudice to clause 18.9 any termination of this Contract (however caused) shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provision of this Contract which is expressly, or by implication, intended to come into or continue in force on or after such termination.

23.8 The Purchaser can also terminate the Contract if the Purchaser becomes aware that documents submitted by the Supplier in accordance with provisions of Project Documents are forged. The Supplier must be notified in writing 10 (ten) days in advance.

24. ASSIGNMENT

The Supplier shall not assign, or grant any security interest over, any of its rights or obligations under this Contract, or any document referred to in it, without the prior written consent of the Purchaser (not to be unreasonably withheld, conditioned or delayed).

25. FORCE MAJEURE AND IMPEDIMENTAL CIRCUMSTANCES

- 25.1 Neither party shall be liable for any delay in performing any of its obligations under this Contract if such delay is caused by circumstances beyond the reasonable control of the party including (without limitation) natural disasters, war (whether declared or not), riot, malicious acts of damage, fire, acts of any government authority, failure of the public electricity supply, strike, lock-out or labour dispute or apprehension thereof (whether or not the settlement of the matter is at the discretion of the party in question).
- 25.2 Any party claiming that circumstances as prescribed in clause 25.1 have occurred shall give the other party full details of those circumstances in writing (including e-mail) and, if possible, the estimated length of the delay. If the other party agrees that the circumstances fall within the provisions of the clause 25.1, it shall confirm in writing (including e-mail) that the first party shall, subject to an undertaking that such party shall use its best endeavours to resume full performance without avoidable delay, be entitled to a reasonable extension of time under clause 5.10 for the performance of such obligations.
- 25.3 If any delaying event under clause 25.1 continues in existence for a period of 30 (thirty) days or more, either party may give the other party written notice (including e-mail) of its intention to terminate this Contract at the expiry of 30 (thirty) days from the date of such notice unless, in the meantime, the delaying event has ended and Works under this Contract has resumed.
- 25.4 In the event of termination under clause 25.3, Supplier shall be entitled to payment on a quantum merit basis for all work done (and not paid by the Purchaser) prior to termination, provided that the Supplier takes all reasonable steps to mitigate the amount due.
- 25.5 If during the fulfilment of this Contract the Parties face some impedimental circumstances delaying fulfilment of this Contract, this Party shall immediately notify (including an e-mail) the other party in writing about the fact of delay, its possible duration and the fact itself. The Party who received the notification shall send to the other Party its decision with regard to that circumstance within 5 (five) days.

26. NOTICES

26.1 Any notice required to be given under this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or fax (provided that a confirmation copy is sent by first class post no later than 24 hours after the despatch of the fax) to the address or fax number, or to such other address as a party may, from time to time, notify to the other party. A notice delivered by hand is deemed to have been served when delivered. A correctly addressed notice sent by post is deemed to have been delivered 48 hours after the time of despatch. A notice sent by fax is deemed to have been delivered on the date of transmission. In proving the service of the notice, it shall be sufficient to prove:

(a) In the case of a letter sent by post, that such letter was properly delivered or stamped, addressed and placed in the post (as the case may be); and

(b) In the case of a fax, that the fax was duly despatched to the current fax number of the addressee and no indication of non-delivery was received by the sender

26.2 Any written (including e-mail) communication regarding this Contract shall be sent by the Supplier to Purchaser's representative as described in Attachment 1

27. WAIVER

27.1 A waiver of any right under this Contract is only effective if it is in writing and signed by the waiving party, and it applies only to the person to whom the waiver is addressed and the circumstances for which it is given.

27.2 Unless specifically provided otherwise, rights arising under this Contract are cumulative and do not exclude rights provided by law.

28. SEVERANCE

28.1 If any provision of this Contract (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

28.2 Termination of particular terms of this Contract does not release either Party from the fulfilment of its obligations.

29. THIRD PARTY RIGHTS

This Contract and the documents referred to in it, are made for the benefit of the parties to them and their successors and permitted assigns and are not intended to benefit, or be enforceable by, any other person.

30. AUTHORITY

Each party warrants that it has full capacity and authority, and all necessary licences, certificates, permits and consents to enter into and perform this Contract and that those signing this Contract are duly authorised to bind the party for whom they sign.

31. ENTIRE CONTRACT

31.1 This Contract constitutes the complete and exclusive statement of the Agreement between the parties with respect to the subject matter of this Contract, which supersedes all proposals, oral or written, and all other communications between them relating to it, except for documents contained in Project Documents.

31.2 The Attachments to this Contract, together with any documents referred to in them, form an integral part of this Contract and any reference to this Contract means this Contract together with the Attachments and all documents referred to in them, and such amendments in writing as may subsequently be agreed between the parties.

32. DISPUTE RESOLUTION

32.1 Any dispute which may arise between the parties concerning this Contract shall be determined as provided in this clause 32.

32.2 For the purpose of this clause 32, a dispute shall be deemed to have arisen when one party serves on the other a notice in writing stating the nature of the dispute.

32.3 Unless this Contract has already been terminated by the date of the notice of dispute, the Supplier shall, in every case, continue with the Works with all due diligence regardless of the nature of the dispute and the Purchaser shall continue to make payments (excluding any disputed sums) in accordance with **Attachment 1**.

32.4 After service of the notice of dispute, the following procedure shall be followed by the parties (all periods specified in this clause 32.4 shall be extendable by mutual agreement):

(a) Within two days, the Project Manager and the Purchaser Representative shall meet (or where appropriate attend a conference call) to attempt to settle the dispute;

(b) If the Project Manager and the Purchaser Representative are unable to reach a settlement within 7 (seven) days from the date of service of the notice, the managing directors (or equivalent) of each of the parties shall meet (or where appropriate attend a conference call) within the following 7 (seven) days to attempt to settle the dispute; and

(c) If no settlement results from the meeting specified in clause 32.4(b), for the following 14 (fourteen) days the parties shall attempt to settle the dispute by mediation by an independent mediator, with costs to be shared equally between the parties.

32.5 If no settlement is reached under the provisions of clause 32.4 then the dispute will be referred for resolution before court of Georgia.

32.6 To the extent that the Parties have or hereafter may acquire any immunity (sovereign or otherwise) from any legal actions, suits or proceedings before the courts, the Parties waive and agree not to plead or claim such immunity in such proceedings, but only to the extent such waiver is necessary to enable counterparty to enforce its right under this Contract. For avoidance of any doubt, the waiver in this clause is granted exclusively for the benefit of the Counterparty only under this Contract and may not be relied upon by any other third party.

33. PERFORMANCE SECURITY [IF APPLIED]

33.1 To ensure implementation of this Contract Performance Security in the form of Bank Guarantee shall be submitted by a Supplier before the Commencement Date. The amount of the Bank Guarantee shall be equal to 5% of Contract Price and shall be denominated in United States Dollars (USD) and its validity period shall be no less than 60 (sixty) days after the Completion Date.

33.2 The bank Guarantee will be forfeited in following cases:

- (a) if the Supplier fails to perform its obligations under the Contract and the Purchaser terminates this Contract due to this reason;
- (b) If the Supplier terminates this Contract without documentary evidences for such termination

33.3 If the Supplier fulfils its obligations provided by this Contract or it is terminated due to circumstances the Supplier is not responsible for, the Purchaser is obliged to ensure immediate return of the Performance Security on the basis of a written request of the Supplier.

34. SUBCONTRACTING AND ASSIGNMENT

34.1 This Contract is personal to the Parties hereto. Neither party shall assign sub-contract or otherwise dispose of its obligations under this Contract or any part thereof without the previous consent in writing of the other party, such consent not to be unreasonably withheld, delayed or conditioned. The parties assume full responsibility for the Works performed by sub-contractors.

34.2 Supplier shall terminate agreement on sub-contracting Supplier's obligations under this Contract with sub-contractor if the Purchaser makes written request to the Supplier on termination of such agreement.

35. GOVERNING LAW AND LANGUAGE

35.1 The Contract and all issues arising from or related to it shall be governed and interpreted in accordance with laws of Georgia.

35.2 The Contract shall be drafted in three copies (two for Purchaser and one for Supplier) in English Language.

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Attachment 1. Contract Price, payment and address for notices

1. CONTRACT PRICE

The Contract Price is, which is made up of the following elements:

Phase No	Description	Price	
		Excluding VAT	Including VAT
1	2	3	4
1. Implementation Services			
1	ISO 27001 ISMS Implementation Plan		
2	ESTABLISH THE ISMS (PLAN)		
3	IMPLEMENT AND OPERATE THE ISMS (DO)		
4	MONITOR AND REVIEW THE ISMS (CHECK)		
5	MAINTAIN AND IMPROVE THE ISMS (ACT)		
Sub-Total of Implementation Services:			
2. Support Services			
6	SUPPORT DURING EXTERNAL CERTIFICATION AUDIT OF ISMS		
Sub-Total of Support Services:			
3. Additional Consultancy Services*			
Sub-Total of Additional Consultancy Services:			
Total Contract Price:			

* - Daily fee for Additional consultant services that shall be fixed during Contract validity period constitutes _____ US\$ per man/day.

2. PAYMENT SCHEDULE

Payment No	Phase No	Description	Payment Value	Payment Term
1	2	3	4	5
1	1	ISO 27001 ISMS Implementation Plan	Negotiable	Upon Acceptance of Phase 1
2	2	ESTABLISH THE ISMS (PLAN)	Negotiable	Upon Acceptance of Phase 5
	3	IMPLEMENT AND OPERATE THE ISMS (DO)		
	4	MONITOR AND REVIEW THE ISMS (CHECK)		
	5	MAINTAIN AND IMPROVE THE ISMS (ACT)		
3	6	SUPPORT DURING EXTERNAL CERTIFICATION AUDIT OF ISMS	35% of the Price of Services	Upon Final Acceptance or according to Cl.15.2
4	-	ADDITIONAL CONSULTANCY SERVICES	According to actually used additional man/days.	Upon Final Acceptance or according to CL. 3.9, 3.10, 3.11

3. ADDRESS FOR NOTICES

3.1 Postal Address: No2 Sanapiro street, 0114, Tbilisi, Georgia;

3.2 E-mail:

3.3 Telephone:

3.4 Fax:

Attachment 2. Preliminary Implementation Plan

The Preliminary Implementation Plan is to be based on the programme of works identified in the Project Documents.

Attachment 3. Purchaser Responsibilities

General Obligations

Supplier will be responsible for overall management of the project; however, the Purchaser will endeavor to provide project management support to the Supplier' Project Manager including such responsibilities as are identified in the Implementation Plan.

- Supplier will be responsible for compliance of the System with Services Requirements, Implementation Plan and ISO/IEC 2700:2013,ISO/IEC 27002:2013, ISO/IEC 27003:2010 and ISO/IEC 27012:2010, however, the Purchaser will be responsible for providing information identified in the Implementation Plan and/or strictly necessary for the provision of Services.
- Upon submission of relevant Invoice and signed Acceptance Certificate Purchaser must make payment to Supplier within 30 (thirty) days in accordance with Attachment 1.
- If Purchaser fails to announce the state tender in respect with the Project Phase 6 within 2 month from the Acceptance Date of Project Phase 5, it shall make Payment No. 3 in accordance with Payment Schedule of Attachment 1 (except for the price of Support Service)
- Purchaser must review each Deliverable provided by Supplier under clause 6 and propose any alterations in reasonably timely manner.

Purchaser's Obligations as regards Project Resourcing

The Purchaser must provide the following resources to the project:

- A full time project coordinators; and
- Other employees of Purchaser as is prescribed in Project Documents and/or in strictly necessary cases

The above resources and the period of time and effort they will be required to commit shall be identified in the Implementation Plan.

Purchaser's Obligations in respect of its Project Team

This project will be managed by Supplier but the Purchaser will work with the Supplier.

Purchaser must provide the following resources to the project:

- Purchaser project coordinators (coordination role of Purchaser resources; internal escalations; internal reporting)
- Additional Purchaser staff carrying out specific project tasks

Purchaser Obligations regarding its Project Coordinators

The Purchaser project coordinators are responsible for management and delivery of the specific Purchaser tasks and deliverables identified as "Purchaser Responsibilities" and will advise and assist the Supplier project manager during the course of the project. This will involve:

- Coordinating performance of the Purchaser Responsibilities in the project in consultation with the Supplier project manager and in accordance with obligations identified in the Implementation Plan.
- Allocation of Purchaser's resources to perform the Purchaser Responsibilities and ensuring the availability of suitably skilled resources for the performance of the Purchaser Responsibilities.
- Providing timely tracking and progress information on the Purchaser Responsibilities to the Supplier project manager and to Purchaser's management
- Identification of non-compliance with the Purchaser Responsibilities which may affect progress on the project and bringing them to the full attention of the Supplier's project manager

Purchaser's obligation to provide additional Purchaser staff carrying out specific project tasks

As identified in the previous sections, the main project may need to draw upon assistance from other areas of the Purchaser for certain activities. The Purchaser therefore agrees to allocate additional resources, (if any and as identified in the Implementation Plan), which may include the following:

- Specialist IT staff for aspects of the creation of the technical environments (network, operating system, database specialists)
- User staff to assist with acceptance preparation and execution

Further Project-related Purchaser Obligations

- Office accommodation sufficient to allow the joint Purchaser/Supplier project team to be collocated when Supplier are on-site
- Access to a meeting room when required
- International telephone access (subject the Purchaser's current international dial restrictions)
- A printer
- Access to photocopying facilities and other standard office facilities
- Access via vpn over the Internet or similar connection to allow the Supplier consultants to access the Supplier network.
- Access for all team members to a shared directory structure on the Purchasers network servers for storage of project documents etc.

Purchaser Obligations regarding Training

- For training provided at Purchaser's premises using a client training facilities, Purchaser must ensure that the facilities being used for training are made available at such times as is agreed by the parties or as is set out in the Implementation Plan.
- Purchaser to provide a projector
- Internet access (direct or through proxy without authentication)

Attachment 4. Services Requirements

**Consultancy Services Requirements to Design and Implementation
of ISO/IEC 27001:2013 Information Security Management System
(ISMS)**

Expression of Requirements

Attachment 5. Project Documents

1 The Project Documents

The Project Documents include each of the following:

- State Procurement Contract (Contract);
- Tender Documents as specified in Attachment 6
- Services Requirements as specified in Attachment 4
- Supplier's Proposal as specified in Attachment 7
- Implementation Plan as specified in Attachment 8

2. Project Document priority

To the extent of any inconsistency or conflict between any of the Agreement, Attachments and any other document forming part of this Agreement, the order of priority for the purposes of construction is, in descending order:

- The Contract;
- The Services Requirements;
- The Implementation Plan;
- Tender Documents
- Supplier's Proposal

For the Avoidance of doubt:

the Contract takes priority over Services Requirements to the extent of any inconsistency;
and

the Services Requirements takes precedence over the Implementation Plan unless the Implementation Plan explicitly identifies a required variation to the Services Requirements.

Tender Documents

Electronic Tender for Procurement of Consultancy Services Related to Design and Implementation of ISO/IEC 27001:2013 Information Security Management System (ISMS)

(Classifier code 79417000)

Attachment 7. Supplier's Proposal

Attachment 8. Implementation Plan

The Implementation Plan is to be based on the programme of works identified in the Project Documents.