

REQUEST FOR PROPOSAL

Recruitment of

**Consultancy to Carry Out Security Audit and Develop Security
Guidelines for the Government Network of Maldives**

National Centre for Information Technology
Republic of Maldives

Terms of Reference

I INTRODUCTION

The National Centre for Information Technology (NCIT) invites all interested parties to submit proposals for the provision of services to conduct a Security Audit for the Government Network of Maldives (GNM), develop a Security Policy for GNM and prepare a plan to strengthen and maintain security of the GNM.

II BACKGROUND

E-government is viewed as one of the key initiatives by the Government of Maldives in delivering a better quality of life to the people of the Maldives and to bring the services of the government closer to the people. In this respect, National Centre for Information Technology (NCIT) is implementing an e-government project (Information Technology Development Project) with loan assistance from the Asian Development Bank (ADB).

The Information Technology Development Project (ITDP) seeks to improve the efficiency, transparency, and accountability of public sector management by networking government agencies and electronically providing information and services for the public. The Project includes:

- Networking of government agencies in Male' (Capital), and connecting 20 atolls by carrier service for government agencies to share their information and for the public to get access to government information electronically;
- Enabling electronic delivery of public services,
- Building of Service Kiosks, which will provide the public with better access to government information and services; and

Network Turnkey

The Network Turnkey Project will establish the Government Network of Maldives (GNM) connecting government and parastatal agencies in Male' (including Vilingili and Hulhule islands) and in 20 atoll capitals. The network will be composed of a Metropolitan Area Network built over Gigabit Ethernet and DSL technologies in Male', a National Satellite Network for the connection of islands and distribution networks for the connection of sites inside the islands.

The network has been divided in several network elements following a geographical and/or functional repartition. These elements are:

- Federating Core
- Male' Metropolitan Area Network
- Access and Distribution Networks in Islands
- Hosting facilities and Internet Access Facilities
- OAM Network and Network Operation Centre at the NCIT

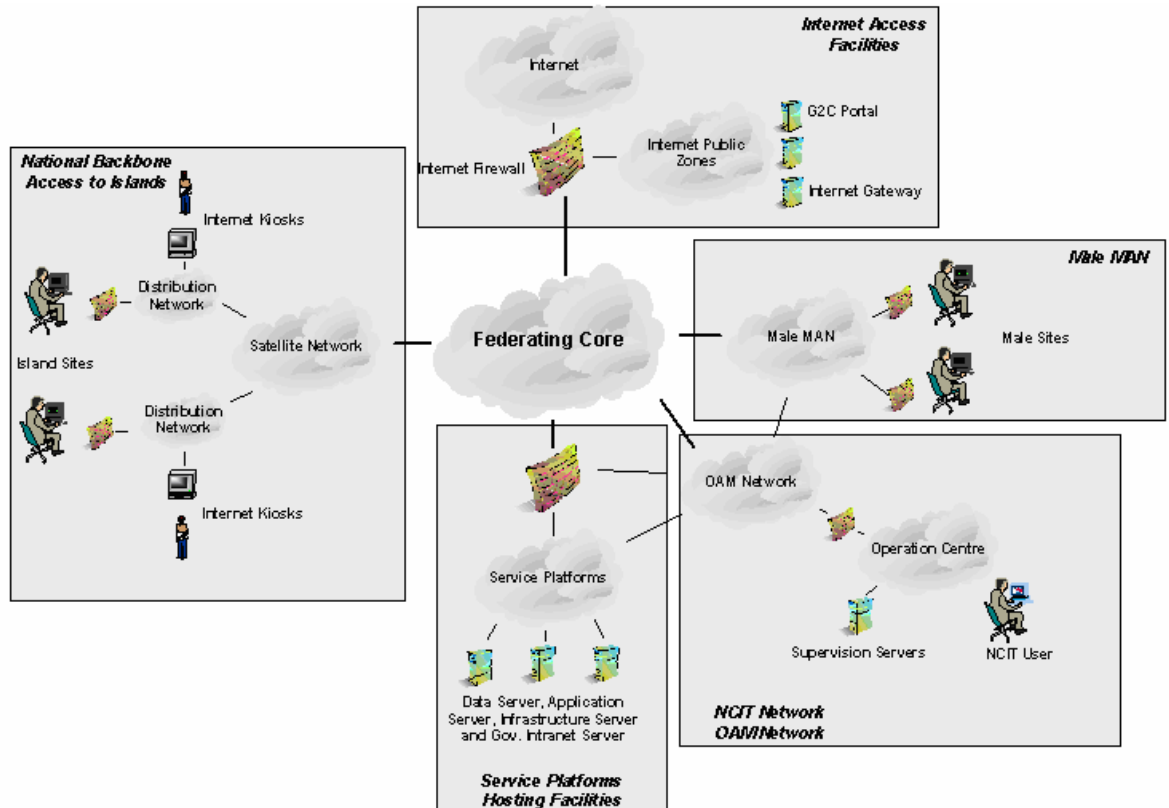


Figure 1. Elements composing the GNM

These elements are described in the following paragraphs:

Federating Core

The federating core is the heart of the network and its main mission is interconnecting every network element. The federating core will be composed of redundant equipments located in the middle of the network. These equipments will be able to recognise virtual networks for every network element to assure the connection to corresponding virtual networks in the others networks elements. The following scheme (Figure 2) shows the construction of two virtual networks from a single physical infrastructure by using the federation core. The federating core equipment will be hosted inside the NCIT.

Male’ Metropolitan Area Network

The MAN in Male’ will connect Government organisations in the capital. It will mainly be based on Gigabit Ethernet complemented with an ADSL solution. The main characteristics of this network would be:

- 1 Gbps Ethernet backbone capacity
- Access via standard Ethernet interfaces
- Ring backbone to assure redundancy data paths
- Access to sites via Fast or Giga Ethernet over fibre
- Easy management
- Flexibility and secure isolation of traffic via VLANs

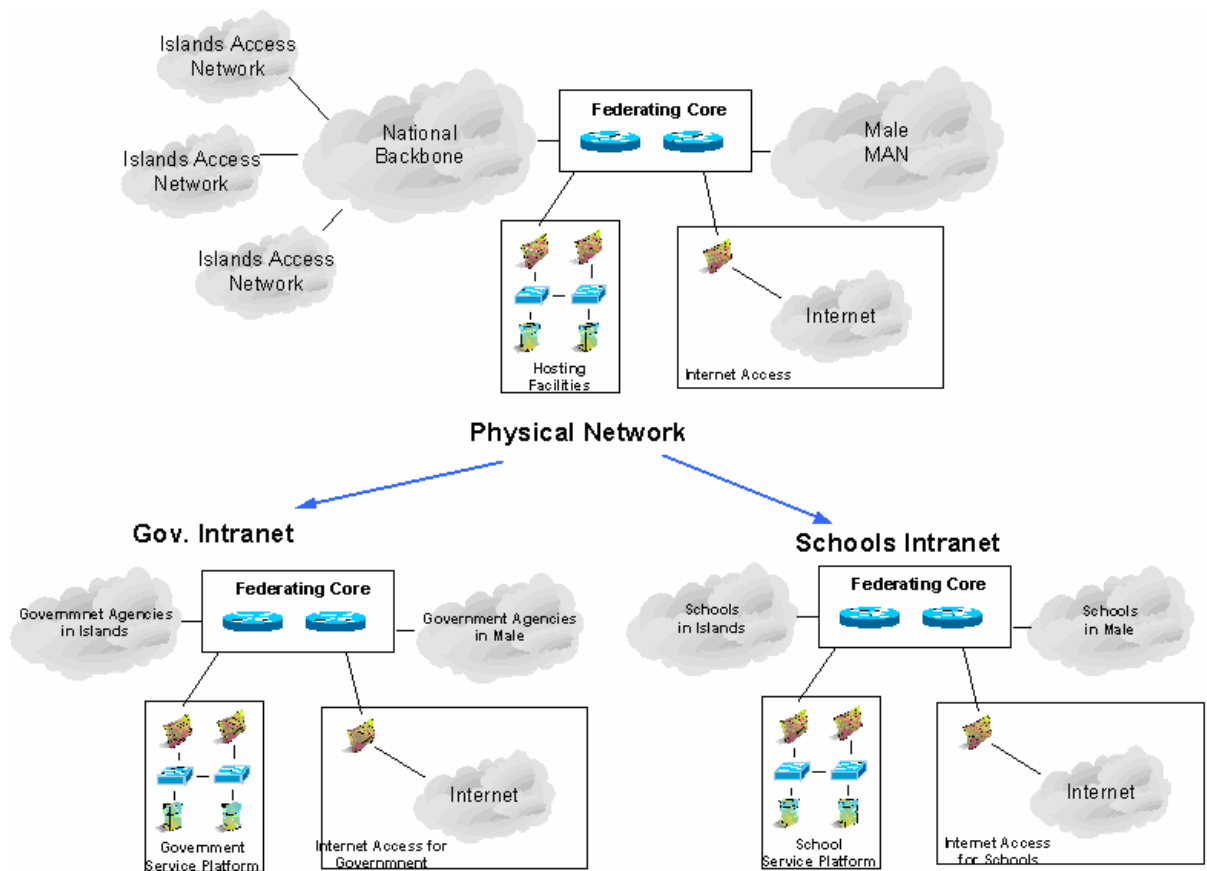


Figure 2. Physical and logical schemes of the network

Access Network to Islands

The communications requirements necessitate the building of an IP access network providing high-speed always-on connections to support following services:

- Access from the Internet kiosks to Government services and eventually Internet
- Connection of Island and Atoll Offices to the Government Intranet
- Connection of schools to the School Intranet
- Connection of faculties to the Faculties of Higher Education Intranet

- Connection of hospitals and Health Centres to the Government Intranet

For achieving these connections, a satellite solution will be installed. The satellite solution will be composed of a hub in Male' and a remote terminal in every connected island. For connecting other sites in the island to the satellite remote terminal, a distribution network will be built.

Service platforms and hosting facilities

This element is an important component of the network given that common applications and content will be hosted in it. It will be composed of a series of firewalls and switches supporting the installation of servers and databases. Main feature of this element will be the capacity of logically creating different architectures to match hosting requirements for different applications and organisations.

Internet access facilities

Internet access facilities will include the following components:

- Routing equipment
- Firewalls
- DMZ for hosting Government-to-Citizens and Government-to- Business portals

This element will provide Internet access services for the users of Government, Schools and Faculties Intranets.

OAM Network and Operations Centre inside the NCIT

The Operation and Maintenance (OAM) network will connect the OC (Operations Centre) in the NCIT building to any network equipment installed in the GNM. This connection will allow NCIT staff to supervise and manage remote equipment.

II OBJECTIVES

The objective of the Security Audit is to assess the vulnerabilities of the GNM Infrastructure, develop a Security Policy and a Security Improvement Plan to address these vulnerabilities in order to ensure security, reliability and availability of the GNM.

III SCOPE

Bidders would be expected to perform the following tasks for the GNM Security Audit.

1. Analysis of the GNM infrastructure from a security perspective.
 - i. Planning the audit by obtaining a sufficient understanding of the GNM and the related operating environment, identifying and evaluating related internal controls, assessing risks, detailing the audit scope and objectives based on the risk assessment, developing testing and sampling methodologies, and creating an audit program.
 - ii. Performing the audit including gathering and documenting sufficient, competent, relevant and useful evidence to indicate whether adequate internal controls are in place and functioning as intended. Analyze and review the network infrastructure including but not limited to Perimeter Security, Penetration Testing etc, assessing the vulnerabilities, threats and risks to the communications, security, network devices and other GNM digital equipment. This will include identifying remedial solutions and recommendations for implementation of the same to mitigate all identified risks, with the objective of enhancing the security of the GNM. The consultant will also be expected to propose a risk mitigation strategy as well as specific recommendations to tackle the residual risks emerging out of identified vulnerabilities.
 - iii. Reporting audit issues (findings) identified, including recommendations to address weaknesses noted.
2. Develop a Security Policy for GNM based on the Security Audit, covering all aspects of security policies necessary for safe and reliable operation of the GNM.
3. Map out a Security Improvement Program based on conclusions and recommendations drawn from the above Security Audit assessment. The program shall give details of all the necessary security items required to be developed into the GNM and its operations to ensure its security, reliability and availability and map out a recommended roll out plan. For each item, a description, objectives and rationale shall be included. In addition, the plan will include, for each item, the scope and estimated cost for developing and implementing the item.

The Security Audit, Security Policy and the Security Improvement Plan shall conform to IT Service Management standards by ITIL and ISO/IEC 17799 and BS 7799 IT Security Standards.

IV DELIVERABLES

At the end of the mission the consultant is expected to submit a report as follows to NCIT.

1. Produce a detailed Security Audit report for GNM
2. GNM Security Policy – develop and deliver a comprehensive security policy for GNM
3. Security Improvement Plan – develop a roll out plan to develop and implement industry standard security measures to ensure security, reliability and availability of GNM.

V REPORTING OBLIGATION

1. The selected bidder will submit draft deliverables and a final draft report at the end of the consultancy period.
2. The final deliverables and final report need to be submitted within 2 weeks after receiving comments from the Government.
3. Soft and hard copies of all the documents and worksheets will be submitted to NCIT.
4. Soft and hard copies will be submitted in Microsoft Word format for documents, Microsoft Excel format for financial parts of the documents and Microsoft Project for implementation plans.

VI PROPOSAL

1. The consultant(s) shall define a work plan as part of their proposal, indicating the proposed methodology of their work and the nature and timing of intermediate deliverables. Selection will be made partially on the soundness of this work plan, which should be refined as the first task in the study. The bidders are requested to include 20 days for review by NCIT wherever a review of a document is required by the bidder's methodology and work plan.
2. The consultant(s) is expected to carry out at least 70% of the work in the field.
3. The Financial proposal must be separate from the Technical proposal. The financial proposal must be in an envelope labeled Financial Proposal and the technical proposal must be in an envelope marked Technical Proposal
4. The Proposal shall contain information indicated in the following paragraphs from (a) to (h) using the Standard Technical Proposal Forms (Appendix A). Such information must be provided by the Consultant and each Associate.
 - a. A brief description of the organization and outline of recent experience of the Consultant and each Associate on assignments of a similar nature is required in Form TECH-1. For each assignment, the outline should indicate inter alia, the assignment, contract amount and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporate entity or as one of the major participating consulting firms within an association. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's Associate(s), but can be claimed by the individuals themselves in their CVs.
 - b. A concise, complete, and logical description of how the Consultant's team will carry out the services to meet all requirements of the TOR.
 - c. A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.
 - d. A Staffing Schedule (Form TECH-2, Appendix A) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts (if required) using the format shown in Form TECH 2.

- e. An organization chart indicating relationships amongst the Consultant and any Associate(s), the Client, and other parties or stakeholders, if any, involved in the assignment.
- f. Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Consultant clearly states otherwise, it will be assumed by the Client that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule.
- g. Detail facilities to be provided by the Client in addition to those shown on the Data Sheet. Requirements provide might include support facilities such as: EA counterpart staff, office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the assignment.
- h. The name, age, nationality, background employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the TA should be presented in the CV format shown in Form TECH-3.
- i. The Consultants will also provide in their proposal a non-disclosure agreement, to be signed between the Consultants and the Employer.

VII EDUCATION & PROFESSIONAL SKILLS

1. Evaluation Criteria

- i. First Degree or Masters in Information and Communication Technologies, professional qualification in IT Security (CISA, CISSP) or related field, with at least 5 years of post-qualification experience.
- ii. Experience in working in and analysis of network infrastructure.
- iii. Experience in developing Network Security Audit.
- iv. Excellent writing and communication skills.

VIII FINANCING

- 1. The Consultants will propose a payment schedule in line with their work plan and deliverables.

IX INFORMATION FOR BIDDERS

1	Method of Selection	Quality and Cost - Based Selection (QCBS) Method
1.1	Technical Score	80%
1.2	Financial Score	20%
2	Submission time and date of Technical and Financial Proposals	1100 hours, 7th August 2006 2 signed copies and a softcopy should be delivered by the above date
2.1	Expected commencement of Services	20 th September 2006
2.2	Time for Completion	3 months (estimate) from commencement date.
3	Budget for Consultancy Services	USD \$ 50,000
3.1	Contingency (%)	10% of total contract value (in addition to the above value)
3.2	Local Taxation	Amounts payable by the client to the Consultant under the contract will not be subject to local taxation (by withholding or otherwise)
4	Validity of Technical and Financial proposals	90 days from bid submission
5	Representative/ Contact Person and Address of the Executing Agency Mr. Faaig Umar National Centre for Information Technology 64 Kalafaanu Higon Male', Republic of Maldives Tel: + (960) 334 4000 Fax:+ (960) 334 4004 Email: secretariat@ncit.gov.mv	
6	Queries	Queries in relation to this RFP should be forwarded to the above mentioned email address.

APPENDIX A. Technical Proposal Standard Forms

Contents

<u>FORM</u>	<u>TITLE</u>
Form TECH-1	Major works during last ten years
Form TECH-2	Staffing Schedule
Form TECH-3	Curriculum Vitae (CV) format to be submitted with the Proposal
Form TECH-4	Summary of information on proposed experts

FORM TECH-1

MAJOR WORK DURING LAST TEN YEARS THAT BEST ILLUSTRATES QUALIFICATIONS

Please provide information only on projects for which your firm was legally contracted by the client as a corporate entity or as one of the major companies within a consortium

Project Name:		Country:
Project Location within Country:		Professional Staff Provided by your Company: No. of Staff:
Name of Client:		No. of Person-Months:
Start Date (Month/Year):	Completion Date: (Month/Year)	Approx. Value of Services: (US\$ equivalent)
Name of Associated Firm(s), if any:		No. of Person-Months of Professional Staff Provided by Associated Firm(s):
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Detailed Narrative Description of Project:		
Detailed Description of Actual Services Provided by your Company:		

Firm's Name: _____

Standard Form of Contract

CONTRACT

REPUBLIC OF MALDIVES

**CONSULTANCY TO DEVELOP ‘OPERATIONAL MODALITIES AND
GUIDELINES’ FOR ESTABLISHING AN IT INDUSTRY**

**CONTRACT
Between**

**The Government of Maldives, represented by
National Centre for Information Technology
(THE “CLIENT”)**

and

(THE “CONSULTANT”)

Date: ----- 2005

CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT, (hereinafter together with the four appendices attached hereto called the Contract) is made on the _____

BETWEEN

The National Centre for Information Technology on behalf of the Government of Maldives of the one part (**hereinafter called the “Client”**);

AND

-----, a company incorporated in --- and having its registered office at ----- (**hereinafter called the “Consultant”**).

WHEREAS

(A) the Client desires to engage the service (**hereinafter called the “Services”**) of the Consultant on the terms and conditions hereinafter set forth and;

(B) the Consultant has agreed to provide the Services on the terms and conditions set forth in this Contract

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I **Services**

1.01. The Services

The Consultant shall perform the Services under this Contract in accordance with the Terms of Reference set forth in Appendix A hereto.

1.02. Commencement Date

The Consultant will commence the Services as soon as possible but not later than -----.

ARTICLE II
Personnel

2.01. Personnel

- (a) The Services shall be carried out by the personnel specified in Appendix B hereof (**hereinafter called the “Personnel”**) for the respective periods of time indicated therein. The Consultant may, with the prior approval of the Client, make minor adjustments in such periods as may be appropriate to ensure the efficient performance of the Services, provided that such adjustments will not cause payments made under the Contract to exceed the cost estimates referred to in Section 3.01.
- (b) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If for any reason beyond the reasonable control of the Consultant it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications.
- (c) In the event that any person specified in Appendix B is found by the Client to be incompetent in discharging his assigned duties, the Client may request the Consultant to forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (d) Except as the Client may otherwise agree the Consultant shall bear all additional travel and other costs arising out of or incidental to any replacement under Section 2.01 (c)

2.02. Team Leader

The Consultant shall ensure that at all times during the field work a resident Team Leader, acceptable to the Client shall take charge of the operations of the Personnel in the field. The Team Leader shall be responsible for liaison in the field between the Consultant and the Client.

ARTICLE III
Payments to the Consultant

3.01. Contract Price

- (a) A method of payment for the Services is set forth in Appendix C.
- (b) The Contract Price shall be US Dollars -----

3.02 Currency of Payment

All payments shall be made in US Dollars.

3.03 Method and Terms of Payment

Billings and payments in respect of the Services shall be made as follows:

- (a) Within fourteen (14) days after signing the Contract, the Client shall cause to be paid to the Consultant advance payment of twenty (20) per cent of the Contract Price.
- (b) --- per cent of the Contract Price shall be made on satisfactory completion on ----
- (c) --- per cent of the contract price shall be made on satisfactory completion on ----.
- (d) Payments shall be made within thirty days from receipt of invoice by the Client to the Consultant's account as indicated in the invoice.
- (e) All payments under this Contract shall be made to the account of the Consultant with:

3.04 Additional Work

If, in the opinion of the Client, it is necessary to carry out any work outside of the Terms of Reference for the purposes of the Project in addition to the Services, such additional work may be carried out with the prior written authorization of the Client. The Consultant shall carry out such additional work and charge for the personnel required on the same basis as for the Services.

ARTICLE IV **Undertakings of the Client**

4.01 Taxation and Duties

The Client warrants that the Government of Maldives shall exempt the Consultant and the Personnel from, or the client shall bear the cost of any taxes, duties, fees, levies and other impositions imposed under the laws and regulations in effect in the Republic of Maldives on the Consultant and the Personnel in respect of:

- (a) any payments made to the Consultant or the Personnel other than Maldivian nationals, in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies but excluding personal effects brought into the Maldives for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from;
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;

Provided that -

- (1) The Consultant and the Personnel shall follow the usual customs procedures of the Government in importing property into the Maldives; and

(2) if the Consultant or any of the Personnel do not withdraw, but dispose of any property in the Maldives upon which customs duties and taxes have been exempted, the Consultant shall bear such customs duties and taxes in conformity with the regulations of the Government.

4.02 Other Privileges and Exemptions

The Client warrants that the Government shall

- (a) Use its best endeavours to facilitate the provision to the Consultant and each of the Personnel with work permits and such other documents as shall be necessary to enable them to perform the services. The Consultant shall be responsible for any charges, levies or other expenses in respect of such permits;
- (b) Use its best endeavours to arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and travel documents required for their stay in the Maldives. The Consultant shall be responsible for any charges, levies or other expenses in respect of such permits;
- (c) Use its best endeavours to facilitate clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents in accordance with Maldivian laws and regulations;
- (d) Use its best endeavours to issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) Subject to laws of Maldives, exempt the Consultant and the Personnel and any independent consultants or sub-contractors employed by the Consultant for the Services from any requirement to register or obtain any permit to practice the profession or to establish himself either individually or as a corporate entity according to the laws of the Republic of Maldives.

4.03 Services, Facilities and Equipment

The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property as will be reasonably required and requested by the Consultant for work of the Services.

ARTICLE V

Undertakings of the Consultant

5.01 General Standard of Performance by the Consultant

- (a) The Consultant shall carry out the Services with due diligence and efficiency, and shall exercise such skill and care in the performance of the Services as is consistent with recognized professional standards.
- (b) The Consultant shall act at all times so as to protect the interest of the Client and will take all reasonable steps to keep all expenses to a minimum consistent with sound professional practices.

5.02 Records

The Consultant shall keep accurate and systematic records and accounts in respect of the Services in such form and detail as is customary in the profession and as shall be sufficient to establish accurately that the costs and expenditures referred to in Article III have been duly incurred.

5.03 Information

The Consultant shall furnish the Client such information relating to the Services and the Project as the Client may from time to time reasonably request.

5.04 Assignments; Sub-Contractors

- (a) Except with the prior written approval of the Client, the Consultant shall not assign or transfer the Contract or any part thereof nor engage any independent consultant or sub-contractor to perform any part of the Services.
- (b) The approval by the Client to the assignment of any part of the Contract or to the engagement by the Consultant of independent consultants or sub-contractors to perform any part of the Services shall not relieve the Consultant of any of its obligations under the Contract.
- (c) In the event that any such independent consultant or sub-contractor is found by the Client to be incompetent in discharging his assigned duties, the Client may request the Consultant forthwith either to provide as a replacement, a consultant or sub-contractor with qualifications and experience acceptable to the Client or to resume the performance of the Services itself.

5.05 Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information disclosed to them for the purpose of the Services, or discovered by them in the course of the Services nor shall the Consultant or the Personnel make public any information as to the recommendations formulated in the course of or as a result of the Services.

5.06 Prohibition on Conflicting Activities

Without prior written consent of the Client no member of the Personnel assigned to the Contract shall engage, directly or indirectly, in any other business other than the performance of his/her duties or assignment under this Contract in such manner which would affect the effective performance of the Contract.

5.07 Independent Contractor

Nothing contained herein shall be construed as establishing or creating between the Client and the Consultant the relationship of master and servant or principal and agent, it being understood that the position of the Consultant and of anyone else performing the Services is that of an independent contractor.

5.08 Indemnifications

- (a) The Consultant shall indemnify, protect and defend at Consultant's own expense, Client and its agents and employees, from and against any and all actions, claims, losses or damages arising out of any violation by the Consultant or in the course of the services of any legal provisions, or any rights of third parties, in respect of literary property rights, copyrights, or patents.
- (b) The Consultant shall indemnify, protect and defend, at Consultant's own expense, Client, its agents and employees, from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Section 5.01(a), provided, however:
 - 1 That Consultant is notified of such actions, claims, losses or damages not later than 1 month after conclusion of the Services.
 - 2 that the ceiling on Consultant's liability under this Section 5.10(b) shall be limited to one hundred thousand US Dollars except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct;
 - 3 that Consultant's liability under this Section 5.10(b) shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
- (c) In addition to any liability Consultant may have under Section 5.10(b), Consultant shall, at its own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under Section 5.01(a).
- (d) Anything in Sections 5.10(b) or 5.10(c) to the contrary notwithstanding, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) Client's overriding a decision or recommendation of Consultant or requiring Consultant to implement a decision or recommendation with which Consultant does not agree, or (ii) the improper execution of Consultant's instructions by agents, employees or independent contractors of Client.

5.09 Laws and Regulations of Maldives

The Consultant shall respect and abide by all applicable laws and regulations in the Republic of Maldives and shall use its best efforts to ensure that the Personnel and their dependents, while in the Maldives and local employees of the Consultant shall respect and abide by all laws and regulations in the Republic of Maldives.

5.10 Proprietary Right of the Client in Equipment

- (a) Equipment supplied by the Client for the Project shall remain at all times the property of the Client and shall be returned by the Consultant in accordance with procedures to be determined by the Client.
- (b) Equipment purchased by the Client or by the Consultant for the Client for the purposes of the Project shall be the property of the Client.
- (c) The equipment and tools brought into the Maldives by the Consultant and the Personnel and used either for the Project or their personal use shall remain the property of the same.

5.11 Proprietary Rights of the Client in Reports and Records

All reports and relevant data such as maps, diagrams, plans, statistics and supporting records or materials compiled or prepared in the course of the Services shall be confidential and shall be the absolute property of the Client. The Consultant agrees to deliver all these materials to the Client upon completion of this Contract. The Consultant may retain a copy of such data but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

5.12 Insurance

The Client undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of or sub-contractors and specialists associated with the Consultants for the purposes of the Services, nor for any members of any family of any such person.

5.13 Reports

All reports and recommendations and general correspondence from the Consultant to the Client and all tender documents prepared by the Consultant under this Contract shall be in the English language.

5.14 Warranty as to Eligibility

The Consultant represents and warrants that the company is incorporated in ----- and that the Services will be wholly and substantially supplied from that country except as otherwise provided therein.

5.15 Notice of Delay

In the event that the Consultant encounters delay in obtaining the required services or facilities set forth for the conduct of the Services, the Client may extend the time provided that the consultant notifies reasonable extension of time and such extension shall be necessary for the completion of the services.

5.16 Contractual Ethics

No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the contract,

have been given or received in connection with the selection process or in the contract execution.

**ARTICLE VI
General Provisions**

6.01 Suspension

If any of the following events shall have happened and be continuing, the Client may by fourteen (14) days prior written notice to the Consultant suspend in whole or in part, payments due thereafter to the Consultant. By the terms of the Contract:

- (a) A default shall have occurred on the part of the Consultant in the execution of the Contract;
- (b) Any other condition which in the opinion of the Client, interferes, or threatens to interfere with the successful carrying out of the Project or the accomplishment of the purposes of the Contract.

6.02 Termination of the Contract by the Client

- (a) If the following event happen and be continuing, the Client may by written notice to the Consultant terminate the Contract:

1 Any of the conditions referred to in Article 6.01 continues for a period of fourteen (14) days after the Client has given written notice to the Consultant regarding suspension of payments to the Consultant under the Contract.

- (b) In any event, the Client may terminate the Contract at anytime by giving not less than thirty (30) days' prior written notice to the Consultant.

6.03 Termination of the Contract by the Consultant

The Consultant shall promptly notify the Client in writing of any situation or of the occurrence of any event beyond the reasonable control of the Consultant which makes it impossible for the Consultant to carry out its obligations hereunder. Upon confirmation in writing by the Client of the existence of any such situation or event, or upon failure of the Client to respond to such notice within fifteen (14) days of receipt thereof, the Consultant shall be relieved from all liability from the date of such receipt for failure to carry out such obligations, and the Consultant may thereupon terminate the Contract by giving not less than thirty (30) days' prior written notice thereof.

6.04 Termination Procedure

- (a) Upon termination of the Contract under Section 6.02(a), receipt of notice of termination under Section 6.02(b) or the giving of notice of termination under Section 6.03, the Consultant shall take immediate steps to terminate the Services in a prompt and orderly manner and

reduce losses and to keep further expenditures to a minimum.

- (b) Upon termination of the Contract unless such termination shall have been occasioned by the default of the Consultant, the Consultant shall be entitled to a reimbursement in full for such costs as have been duly incurred prior to the date of such termination and for reasonable costs incidental to the orderly termination of the Services, the return travel of the Personnel and the reshipment of the personal effects and equipment of the Consultant, but shall be entitled to receive no other or further payment.

6.05 Settlement of Disputes

Any dispute or difference arising out of the Contract which cannot be amicably settled between the parties shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed thereunder. The arbitration shall take place in the Maldives. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.

6.06 Laws Governing the Contract

Laws governing this contract shall be the laws of the Republic of Maldives.

6.07 Force Majeure

- (a) If either party is temporarily unable by reason of force majeure or the laws or regulations of the Republic of Maldives to meet any of its obligations under the Contract, and if such party gives to the other party written notice of the event within fourteen (14) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.
- (b) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Section 6.07(a) or delays arising from such event.
- (c) The term "force majeure", as employed herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.

6.08 Variation of Contract

The Contract may be varied by mutual agreement between the parties. All such variations, including variations in the cost estimates and in the amount specified in Section 3.01(b), shall be in writing signed by the duly authorized representatives of the parties.

ARTICLE VII
Effective Date; Miscellaneous

7.01 Effectiveness

The Contract shall become effective upon its signing and shall be in full force until the Services and all payments therefore have been completed and at such time the parties hereto shall be mutually released from all obligations hereunder.

7.02 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract, may be taken or executed on behalf of the Consultant by the Team Leader or his designated representative and on behalf of the Client by the Project Manager assigned by the National Centre for Information Technology.

7.03 Notice or Requests

Any notice or request required or permitted to be given or made under this Contract shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail or cable to the party to which it is required to be given or made at such party's address specified below, or at such other address as either party may specify in writing.

For the Client:

Name: Faaig Umar
Director

Address: National Centre for Information Technology
Kalaafaanu Hingun
Male', Republic of Maldives

Tel: (960) 3344000
Fax: (960) 3344004
E-mail: secretariat@ncit.gov.mv

For the Consultant:

Name:

Address:

Tel:
Fax:
E-mail:

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names on the dates written below.

FOR AND ON BEHALF OF THE CLIENT

.....

Name: Faaig Umar
Director

Address: National Centre for Information Technology
Kalaafaanu Hingun

Male', Republic of Maldives

Date: -----

Witness:

FOR AND ON BEHALF OF THE CONSULTANT

Name:

Address:
5

Date: -----

Witness: