

Public Private Partnership Request for Proposals (RFP)

**FOR BUILD, OWN, AND OPERATE (BOO) OF AN ELECTRONIC FARE
COLLECTION SYSTEM FOR PUBLIC TRANSPORT SERVICES IN SRI LANKA**

RFP No: MT/ICB/RFP/2024/01



Ministry of Transport and Highways

July 2024



**Invitation For Request for Proposal (RFP)
International Competitive Bidding**

Date:	14 July 2024
Title:	Request for Proposal (RFP) for the Procurement for Build Own and Operate (BOO) Electronic Fare Collection System (EFCS)
Deadline for Submission of Bids:	28.08.2024, 14.00 hrs. (Sri Lanka Standard time)

1. The **Ministry of Transport & Highways** ("the Purchaser") is seeking sealed proposals from eligible bidders for the Build, Own, and Operate (BOO) implementation of an Electronic Fare Collection System (EFCS). The contract will initially be for eight (8) years.

Project Overview

The Ministry of Transport and Highways in Sri Lanka is embarking on a transformative project to implement an Electronic Fare Collection System (EFCS). This initiative aims to transition from a cash-based fare collection system to a more efficient, cashless electronic system. The EFCS will be integrated across various modes of public transport, enhancing convenience for passengers and operational efficiency for the transport authorities. By leveraging modern technology, the project seeks to streamline fare payments, reduce operational costs, and improve the overall public transportation experience in Sri Lanka.

Project Objectives:

1. Enhancing passenger convenience involves providing a seamless, cashless travel experience with various electronic payment methods, eliminating the need for cash and improving payment speed.
2. Improving operational efficiency by automating fare collection reduces cash handling, minimizes fare evasion (fare dodging), and enables real-time transaction processing, leading to cost savings and better service quality.
3. Data security and compliance involve incorporating robust data encryption, fraud detection, and adherence to international security standards and local regulations to protect transaction data.

4. Supporting multimodal transport integration involves facilitating seamless travel across different modes of public transport with an appropriate payment method, promoting public transport use and enhancing network connectivity.
5. Providing comprehensive customer support includes 24/7 helpdesk services, multilingual support, and a cashless electronic to resolve fare-related issues and strengthen passenger satisfaction promptly.

Scope of the works:

The Electronic Fare Collection System (EFCS) comprises different functions and components designed to streamline the fare collection process in public transportation. Its main function is to automatically calculate fares based on factors such as distance travelled, type of service, time of day, and pre-defined fare structures. The primary goal of the system development is to facilitate the integration of any Point of Sale (POS) devices, support all payment methods, and ensure compatibility across various POS machine technologies and software applications. The proposed system needs to efficiently handle transactions across different vendors, devices, and types of connectivity. Additionally, the system should be maintainable, scalable, and compatible with future updates and requirements. It should also ensure the reliability and security of data to meet international standards and compliance. Access to transit data should be restricted to authorized parties with proper authorization and authentication to ensure necessary data protection.

1. The proposed system should be capable of accepting multiple payment methods, such as contactless smart cards, mobile payments, QR codes, and traditional magnetic stripe cards.
 2. The system must allow for real-time management of user balances, including the ability to reload balances and track transaction history.
 3. It is essential to install devices at entry and exit points to read and validate transit cards or other payment tokens.
 4. The solution provider may integrate self-service kiosks for purchasing and reloading cards, checking balances, and managing other customer interactions.
 5. Development of necessary apps for managing accounts, checking balances, reloading cards, planning routes, and viewing transaction history.
 6. The core system will serve as the primary hub to facilitate transactions, payments, monitoring, dealing with fare tables, and connecting with relevant banks, mobile payment apps, POS machines, and existing transit card vendor machines.
2. **International Competitive Bidding** will be conducted in accordance with single-stage two-envelope Bidding Procedure and is open to all bidders as described in the bidding document.
 3. Only eligible Bidders with the following key qualifications should participate in this bidding:

- (i) Bidders' financial and technical capabilities must be proven to participate in this Procurement.
 - (ii) Bidders must submit a comprehensive proposal that includes a detailed work plan, timeline, and methodology for executing the project.
 - (iii) Bidders must comply with all specified bidding procedures and documentation requirements as outlined in the bidding documents.
 - (iv) Bidders must not be currently blacklisted or debarred by any government or international agency.
4. To obtain further information eligible bidders should contact:
- Senior Assistant Secretary (Development)
Ministry of Transport & Highways
7th Floor, Sethsiripaya 2nd stage
Battaramulla
Telephone: 011 2187229/ 011 2587394 Fax: 011 2187230
Email: sas.dev@transport.gov.lk Website: www.transport.gov.lk
5. To inspect and purchase the bidding documents in (English) eligible bidders should contact;
- Ministry of Transport & Highways
7th Floor, Sethsiripaya 2nd stage
Battaramulla
Telephone: 011 2187229/ 011 2587394 Website: moth.gov.lk
- (i) RFP can be purchased by payment of a non-refundable fee of Sri Lankan Rupees Rs. 200,000.00 by cash or bank draft drawn in favour of the “**Secretary Ministry of Transport & Highways**”, **Account No: 7042656**, Bank of Ceylon, Battaramulla, Sri Lanka.
 - (ii) Bidding documents will be issued during normal working days from 9.00 hrs to 15.00 hrs. at the address under para. 5 above, from 15.07.2024 to 27.08.2024
6. The Proposal should be delivered to following address at on or before 14.00 hrs. of 28th August 2024 together with original bid security described in the bidding document;
- The Chairman, Cabinet Appointed Negotiation Committee (CANC),
Ministry of Transport and Highways,
7th Floor, Sethsiripaya Stage II
Battaramulla, Sri Lanka.**
7. The pre-bid meetings will be held on 30th July 2024 respectively at the Auditorium (board room), Ministry of Transport and Highways, 7th Floor, Sethsiripaya – Stage II, Battaramulla. Prospective bidders should attend the pre-bid meetings at their own expense.

8. The bidder shall bear all costs associated with the preparation and submission of its Bids and the Employer will not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The Chairman

Cabinet Appointed Negotiation Committee,

Ministry of Transport and Highways,

7th Floor, Sethsiripaya stage II, Battaramulla, Sri Lanka.

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Part I - Bidding Procedures

SECTION I - INSTRUCTIONS TO BIDDERS

A. General

<p>1. Scope of Bid</p>	<p>1.1 The Purchaser, as indicated in the Bid Data Sheet (BDS), issues this bidding document for Build Own Operate (BOO) of Electronic Fare Collection System(EFCS) for the public transport service of Sri Lanka specified in Section VII, Purchaser’s Requirements. The name, identification and number of this Request for Proposal (RFP) are specified in the BDS.</p>
	<p>1.2 Unless otherwise stated, throughout this bidding document definitions and interpretations shall be as prescribed in the Section VIII, General Conditions of Contract.</p>
	<p>1.3 Throughout this bidding document:</p> <p style="padding-left: 40px;">(a) the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax) with proof of receipt;</p> <p style="padding-left: 40px;">(b) if the context so requires, “singular” means “plural” and vice versa; and</p> <p style="padding-left: 40px;">(c) “Day” means calendar day.</p>
<p>2. Source of Funds</p>	<p>2.1 Payments under this contract will be financed by the source specified in the BDS.</p>
<p>3. Fraud and Corruption</p>	<p>3.1 Bidder requires compliance with the Anti-Corruption Guidelines, as set forth in Section V.</p>
	<p>3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Purchaser to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Purchaser.</p>
<p>4. Eligible Bidders</p>	<p>4.1 A Bidder may be a firm that is a private entity, any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an</p>

	<p>agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative called ‘Lead Partner’, who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.</p>
	<p>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ul style="list-style-type: none"> (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (b) receives or has received any direct or indirect subsidy from another Bidder; or (c) has the same legal representative as another Bidder; or (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or (e) any of its affiliates participates as a consultant in the preparation of the design or technical specifications of the Electronic Fare Collection System that are the subject of the Bid; or (f) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser as Project Manager for the Contract implementation; or (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or (h) has a close business or family relationship with a professional staff of the Purchaser who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation

	<p>process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Purchaser throughout the Bidding process and execution of the Contract.</p>
	<p>4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate as a Bidder or as JV member in more than one Bid except for permitted alternative Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. However, this does not limit the participation of a firm as a subcontractor in more than one Bid.</p>
	<p>4.4 The Lead Partner shall be a registered company within Sri Lanka, in accordance with the stipulations outlined in ITB 4.6. The bidder is considered to possess the nationality of a country if it is established, incorporated, or registered in adherence to the laws of that country. This verification is substantiated by the bidder's articles of incorporation (or equivalent constitutional or associational documents) and relevant registration records.</p>
	<p>4.5 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration.</p>
	<p>4.6 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Government of Sri Lanka prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Sri Lanka prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.</p>
	<p>4.7 This Bidding is open for all eligible Bidders.</p> <p>4.8 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p>
	<p>4.9 A firm currently subjected to debarment sanctions by the Government of Sri Lanka, or whose past executives have been subject to sanctions, rendering them ineligible for contract</p>

	awards, is not qualified to participate in this procurement. This restriction applies regardless of any potential rebranding or name changes undertaken by the company.
5. Eligible Goods and Services	5.1 The System to be supplied under the Contract and financed by the Purchaser may have their origin in any country subject to the restrictions pursuant to ITB 4.6.
	5.2 For the purposes of this bidding document, the term “Electronic Fare Collection System” means all: (a) the required information technologies, architecture, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to design, build, finance, operate and maintain of EFCS under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational; and (b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Electronic Fare Collection System to be provided by the selected Bidder and as specified in the Contract.

B. Contents of Bidding Document

6. Sections of Bidding Document	6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8:
	<p>PART 1 - Bidding Procedures</p> <p>Section I -Instructions to Bidders (ITB)</p> <p>Section II - Bid Data Sheet (BDS)</p> <p>Section III -Evaluation and Qualification Criteria</p> <p>Section IV -Bidding Forms</p> <p>Section V -Fraud and Corruption</p> <p>Section VI - Eligibility Countries</p> <p>PART 2 –Purchaser’s Requirements</p>

	<p style="text-align: center;">Section VII -Requirements of the Electronic Fare Collection System (EFCS):</p> <ul style="list-style-type: none"> • Technical Requirements • Implementation Schedule • System Inventory Tables • Background and Informational Materials <p>PART 3 - Contract</p> <p style="text-align: center;">Section VIII - General Conditions of Contract</p> <p style="text-align: center;">Section IX -Special Conditions of Contract</p> <p style="text-align: center;">Section X - Contract Forms</p> <p>6.2 The Specific Procurement Notice for Request for Bids (RFB) issued by the Purchaser is not part of this bidding document.</p> <p>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document to furnish with its Bid all information or documentation as is required by the bidding document.</p>
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<p>7. Clarification of Bidding Document, Site Visit, Pre-bid Meeting</p>	<p>7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser’s address specified in the BDS or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified in the BDS. The Purchaser’s shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so, specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the Purchaser deem it necessary to amend the bidding document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 23.2.</p>
	<p>7.2 The Bidder is strongly urged to visit and examine the site where the Electronic Fare Collection System is to be installed and its surroundings to acquire all necessary information for Bid preparation and contract engagement, with the costs incurred at the Bidder’s own expense. Upon obtaining permission from the Purchaser to access its premises, the Bidder and its personnel or agents are required to release and indemnify the Purchaser and its personnel and agents from any liability, encompassing personal injury, property loss, and associated costs during the inspection. It is imperative for bidders to note that missing the organized site visit is non-negotiable, and no alternative arrangements will be provided.</p> <p>7.3 Bidder’s designated representative is invited to participate in a pre-Bid meeting and/or a site visit, if stipulated in the BDS, with the aim of clarifying issues and addressing questions that may arise during this stage.</p> <p>7.4 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.</p> <p>7.6 Minutes of the pre-Bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting.</p> <p>7.7 Nonattendance at the pre-Bid meeting will not be a cause for</p>

	disqualification of a Bidder.
8. Amendment of Bidding Document	<p>8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.</p> <p>8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser’s web page in accordance with ITB 7.1.</p> <p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 23.2</p>

C. Preparation of Bids

9. Cost of Bidding	9.1 The Bidder shall be responsible for all costs related to the preparation and submission of its Bid, and the Purchaser shall not assume any responsibility or liability for such costs. It is imperative to explicitly state that the content of the bids, particularly intellectual property, will be protected. In the absence of such protection, bidders may be required to sign a waiver acknowledging this aspect.
10. Language of Bid	10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS , in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. Documents Comprising the Bid	11.1 The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Bid and the other the Financial Bid, both envelopes enclosed together in an outer single envelope.
	11.2 The Technical Bid submitted by the Bidder shall comprise the following:
	(a) Technical Bid Submission Form;
	(b) Bid Security or Bid-Securing Declaration in accordance with ITB 20;
	(c) Alternative Bid: if permissible, in accordance with ITB 13;

	(d) Authorization: Written confirmation by an authorized company officer, approving the Bid signatory to commit the Bidder as per ITB 21.3.;
	(e) Eligibility of Electronic Fare Collection System: documentary evidence established in accordance with ITB 14.1 that the Electronic Fare Collection System offered by the Bidder in its Bid or in any alternative Bid, if permitted, are eligible;
	(f) Bidder’s Eligibility: documentary evidence in accordance with ITB 15 establishing the Bidder’s eligibility and qualifications to perform the contract if its Bid is accepted;
	(g) Conformity: documentary evidence established in accordance with ITB 16 that the Electronic Fare Collection System offered by the Bidder conform to the bidding document;
	(h) Intellectual Property: a list of: Intellectual Property as defined in General Conditions of the Contract (GCC) Clause 15. (i) all Software included in the Bid, assigning each item to one of the software categories defined in GCC Clause 1.1 (c): <ul style="list-style-type: none"> a. System, General Purpose, and Application Software; or b. Standard and Custom Software. (ii) all Custom Materials, as defined in GCC Clause 1.1 (c), included in the Bid;
	All Materials not identified as Custom Materials, as per GCC Clause 1.1 (c), shall be deemed Standard Materials. Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract in accordance with GCC Clause 39 (Changes to the Electronic Fare Collection System), and those will be protected. (i) any other document required in the BDS.
	11.3 The Financial Bid submitted by the Bidder shall comprise the following. (a) Financial Bid Submission Form; (b) the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;

	(c) any other document required in the BDS.
	11.4 The Bidder shall furnish in the Financial Bid Submission Form information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
12. Bid Submission Forms and Price Schedule	12.1 The Bidder shall submit the Technical Bid Submission Form and the Financial Bid Submission Form, using the relevant forms furnished in Section IV, Bidding Forms. These forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.
	12.2 The Bidder shall submit, as part of the Financial Bid, the Price Schedule using the form furnished in Section IV, Bidding Forms.
13. Alternative Bids	13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
14. Documents Establishing the Eligibility of the Electronic Fare Collection System	14.1 To establish the eligibility of the Electronic Fare Collection System in accordance with ITB 5, Bidders shall submit documentary evidence consisting of a statement on the country of origin of the Electronic Fare Collection System offered.
15. Documents Establishing the Eligibility and Qualifications of the Bidder	15.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
16. Documents Establishing Conformity of the Electronic Fare Collection System	<p>16.1 Pursuant to ITB 11.1 (h), the Bidder shall furnish, as part of its Bid documents establishing the conformity to the bidding documents of the Electronic Fare Collection System that the Bidder proposes to Build Own and Operate under the Contract</p> <p>16.2 The documentary evidence of conformity of the Electronic Fare Collection System to the bidding documents including:</p> <p>(a) Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Preliminary Project Plan must also address any other topics specified in the BDS. In addition, the Preliminary Project Plan should state the Bidder’s assessment of what it expects the Purchaser and any other party involved in the implementation of the Electronic Fare</p>

	<p>Collection System to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties;</p> <ul style="list-style-type: none"> (b) written confirmation that the Bidder accepts responsibility for the successful integration and inter-operability of all components of the Electronic Fare Collection System as required by the bidding documents; (c) an item-by-item commentary on the Purchaser’s Technical Requirements, demonstrating the substantial responsiveness of the Electronic Fare Collection System offered to those requirements. In demonstrating responsiveness, the Bidder is encouraged to use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Bidding Forms (Section IV). The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail; (d) support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and (e) any separate and enforceable contract(s) for Recurrent Cost items which the BDS ITB 17.2 required Bidders to bid. <p>16.3 References to brand names or model numbers or national or proprietary standards designated by the Purchaser in the bidding documents are intended to be descriptive and not restrictive. Except where explicitly prohibited in the BDS for specific items or standards, the Bidder may substitute alternative brand/model names or standards in its bid, provided that it demonstrates to the Purchaser’s satisfaction that the use of the substitute(s) will result in the Electronic Fare Collection System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.</p> <p>16.4 For major items of the Electronic Fare Collection System as listed by the Purchaser in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed, including manufacturers, for each of those items. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Purchaser for these items. Quoted rates and prices will be deemed to apply to</p>
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	<p>whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.</p> <p>16.5 The Bidder shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITB 4, and that any goods or services to be provided by the subcontractor comply with the requirements of ITB 5 and ITB 16.1.</p>
17. Bid Prices	<p>17.1 Unless otherwise specified in the BDS, Bidders shall quote for the entire Electronic Fare Collection System on a “single responsibility” basis such that the total bid price covers all the Supplier’s obligations mentioned in or to be reasonably inferred from the RFP including the Build Own and Operate of the Electronic Fare Collection System and, where so required in the RFP document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and any other items and services.</p>
	<p>17.2 Unless otherwise specified in the BDS, prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.</p>
18. Currencies of Bid and Payment	<p>18.1 The currency(ies) of the Bid and currencies of payment shall be the same. The Bidder shall quote in the currency of the Purchaser’s Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser’s Country, unless otherwise specified in the BDS.</p>
19. Period of Validity of Bids	<p>19.1 Bids shall remain valid for the period specified in the BDS after the Bid submission deadline date prescribed by the Purchaser in accordance with ITB 23.1. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.</p>
	<p>19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20.1, it shall also be extended for twenty-eight days (28) beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
20. Bid Security	<p>20.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified in the BDS, in original form and, in the case of a Bid Security, in the amount and currency specified in the BDS.</p>
	<p>20.2 A Bid-Securing Declaration shall use the form included in Section IV,</p>

	Bidding Forms.
	20.3 If a Bid Security is specified pursuant to ITB 20.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
	<ul style="list-style-type: none"> (a) an unconditional guarantee issued by a non-bank financial institution (such as an insurance, bonding or surety company); (b) an irrevocable letter of credit; (c) a cashier's or certified check; or (d) another security indicated in the BDS,
	from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required.
	20.4 In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Purchaser prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight days (28) beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 19.2.
	20.5 If a Bid Security or a Bid-Securing Declaration is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Purchaser as non-responsive.
	20.6 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB 48.
	20.7 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
	20.8 The Bid Security may be forfeited or the Bid-Securing Declaration executed: <ul style="list-style-type: none"> (a) if a Bidder withdraws its Bid during the period of Bid validity

	<p>specified by the Bidder on the Letter of Bid; or</p> <p>(b) if the successful Bidder fails to:</p> <p>(i) sign the Contract in accordance with ITB 47; or</p> <p>(ii) furnish a performance security in accordance with ITB 48.</p>
	<p>20.9 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.</p>
	<p>20.10 If a Bid Security is not required in the BDS, and;</p> <p>(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 19.2; or</p> <p>(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 47; or furnish a Performance Security in accordance with ITB 48;</p> <p>the Purchaser may, if provided for in the BDS, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time as stated in the BDS.</p>
21.Format and Signing of Bid	<p>21.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “Original.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “Alternative”. In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them “Copy.” In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>21.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.</p>
	<p>21.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.</p>
	<p>21.4 In case the Bidder is a JV, the Bid shall be signed by an authorized</p>

	<p>representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.</p> <p>21.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>
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D. Submission and Opening of Bids

<p>22. Submission, Sealing and Marking of Bids</p>	<p>22.1 Bidders may submit their bids by registered post or by hand. When so specified in the BDS, Bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:</p> <p>(a) Bidders submitting Bids by registered post or by hand shall enclose the original of the Technical Bid, the original of the Financial Bid, and each copy of the Technical Bid and each copy of the Financial Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL BID”, “ORIGINAL - FINANCIAL BID” and “COPY NO... - TECHNICAL BID” and “COPY NO.... - FINANCIAL BID”, as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 22.2 to ITB 22.5.</p>
	<p>22.2 The inner and outer envelopes shall:</p> <p>(a) bear the name and address of the Bidder;</p> <p>(b) be addressed to the Purchaser in accordance with ITB 23.1;</p> <p>(c) bear the specific identification of this Bidding process indicated in accordance with ITB 1.1</p>
	<p>22.3 The outer envelopes and the inner envelopes containing the Technical Bids shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 26.1.</p>
	<p>22.4 The inner envelopes containing the Financial Bids shall bear a warning not to open until advised by the Purchaser in accordance with ITB 26.2.</p>
	<p>22.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or</p>

	premature opening of the Bid.
23. Deadline for Submission of Bids	23.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS . When so specified in the BDS , Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified in the BDS .
	23.2 The Purchaser may, at its discretion, extend this deadline for submission of Bids by amending the bidding documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders will thereafter be subject to the deadline as extended.
24. Late Bids	24.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
25. Withdrawal, Substitution, and Modification of Bids	25.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be: <ul style="list-style-type: none"> (a) prepared and submitted in accordance with ITB 21 and ITB 22 if requested from the purchaser (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.
	25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.
	25.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Technical Bid Submission Form or any extension thereof.

<p>26. Bid Opening</p>	<p>26.1 The Purchaser shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidder’s designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.</p>
	<p>26.2 The Financial Bids will remain unopened and will be held in custody of the Purchaser until the time of opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be advised in writing by the Purchaser. If the Technical Bid and the Financial Bid are submitted together in one envelope, the Purchaser may reject the Bid. Alternatively, the Financial Bid may be immediately resealed for later evaluation.</p>
	<p>26.3 First, envelopes marked “Withdrawal” shall be opened and read out and recorded, and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out and recorded at Bid opening.</p>
	<p>26.4 Next, outer envelopes marked “Substitution” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Financial Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Financial Bid will remain unopened in accordance with ITB 26.2. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p>
	<p>26.5 Next, outer envelopes marked “Modification” shall be opened. No Technical Bid and/or Financial Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Bids, both Original as well as Modification, will remain unopened in accordance with ITB 26.2.</p>

	<p>26.6 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded.</p> <ul style="list-style-type: none"> (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a bid security or a Bid-Securing Declaration, if required; and (d) any other details as the Purchaser may consider appropriate. <p>Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Technical Bid Submission Form are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 24.1.</p>
	<p>26.7 The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p>
	<p>26.8 At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Financial Bids.</p>
	<p>26.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Document and return their Financial Bids unopened.</p>
	<p>26.10 The Purchaser shall conduct the opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.</p>

	<p>26.11 All envelopes containing Financial Bids shall be opened one at a time and the following read out and recorded.</p> <ul style="list-style-type: none"> (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the Bid Prices, including any discounts and alternative offers; and (d) any other details as the Purchaser may consider appropriate. <p>Only Financial Bids, discounts, and alternative offers read out and recorded during the opening of Financial Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Financial Bid Submission Form and Price Schedules are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at the opening of Financial Bids.</p>
	<p>26.12 The Purchaser shall prepare a record of the opening of Financial Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time, and posted online when electronic bidding is permitted.</p>

E. Evaluation and Comparison of Bids

27. Confidentiality	<p>27.1 Information relating to the evaluation of Bids and recommendation of contract award and sensitivity information shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 42.</p>
	<p>27.2 Any effort by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.</p>
	<p>27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.</p>

<p>28. Clarification of Bids</p>	<p>28.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 32.</p>
	<p>28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser’s request for clarification, its Bid may be rejected.</p>
<p>29. Deviations, Reservations, and Omissions</p>	<p>29.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) “Deviation” is a departure from the requirements specified in the bidding document; (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and (c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
<p>30. Examination of Technical Bids</p>	<p>30.1 The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted. The Purchaser will examine the Technical Bids, to determine whether they have been properly signed, whether required sureties have been furnished and are substantially complete (e.g., not missing key parts of the bid or silent on excessively large portions of the Technical Requirements).</p>
	<p>30.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected:</p> <ul style="list-style-type: none"> (a) Technical Bid Submission Form in accordance with ITB 12.1; (b) written confirmation of authorization to commit the Bidder; (c) bid security or Bid-Securing Declaration, if applicable; and (d) Manufacturer’s Authorization, if applicable.

31.Responsiveness of Technical Bid	31.1 The Purchaser’s determination of a Technical Bid’s responsiveness is to be based on the contents of the Technical Bid itself, as defined in ITB 11.
	<p>The Purchaser will examine the information supplied by the Bidders Pursuant to ITB 11 and ITB 16, and in response to other requirements in the Bidding document, taking into account the following factors:</p> <ul style="list-style-type: none"> (a) overall completeness and compliance with the Technical Requirements; and deviations from the Technical Requirements; (b) suitability of the Electronic Fare Collection System offered in relation to the conditions prevailing at the site; and the suitability of the implementation and other services proposed, as described in the Preliminary Project Plan included in the bid; (c) achievement of specified performance criteria by the Electronic Fare Collection System; (d) compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by Bidders, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the bid; (e) type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the Electronic Fare Collection System;
	<ul style="list-style-type: none"> (f) any other relevant technical factors that the Purchaser deems necessary or prudent to take into consideration; (g) any proposed deviations in the bid to the contractual and technical provisions stipulated in the bidding documents.
	The Purchaser’s evaluation of Technical Bid will be carried out using rated criteria (point system) as specified in the BDS and detailed in Section III, Evaluation and Qualification Criteria.

	<p>31.2 A substantially responsive Technical Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that;</p> <p>(a) if accepted, would:</p> <ul style="list-style-type: none"> i. affect in any substantial way the scope, quality, or performance of the Electronic Fare Collection System specified in the Contract; or ii. limit in any substantial way, inconsistent with the bidding document, the Purchaser’s rights or the Bidder’s obligations under the proposed Contract; or
	<p>(b)if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Bids.</p>
	<p>31.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section VII, Purchaser’s Requirements have been met without any material deviation, reservation, or omission.</p>
	<p>31.4 If a Technical Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Purchaser by correction of the material deviation, reservation, or omission.</p>
<p>32. Nonmaterial Nonconformities</p>	<p>32.1 Provided that a Technical Bid is substantially responsive, the Purchaser may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission.</p>
	<p>32.2 Provided that a Technical Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>

	32.3 Provided that a Technical Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Financial Bids, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.
33. Technical Eligibility and Qualification of the Bidder	33.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meets the eligibility and qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
	33.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, or any other firm(s) different from the Bidder.
	33.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Financial Bid. The Purchaser reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 41.2.A negative determination shall result into the disqualification of the Bid.
	33.4 The capabilities of the Bidder that is determined to have offered the Most Advantageous Bid for identified major items to design, build, finance, operate, and maintain (DBFOM) the EFCS will be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria.
34. Examination of Financial Bids	34.1 Following the opening of Financial Bids, the Purchaser shall examine the Financial Bids to confirm that all documents and financial documentation requested in ITB 11.3 have been provided, and to determine the completeness of each document submitted.

	<p>34.2 The Purchaser shall confirm that the following documents and information have been provided in the Financial Bid. If any of these documents or information is missing, the bid shall be rejected:</p> <p>Financial Bid Submission Form in accordance with ITB 12.1; and</p> <p>Price Schedules, in accordance with ITB 12, ITB 17, and ITB 18.</p>
35. Correction of Arithmetical Errors	<p>35.1 During the evaluation of Financial Bids, the Purchaser shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
	<p>35.2 A Bidder shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITB 35.1 shall result in the rejection of the Bid and its bid security may be forfeited.</p>
36. Conversion to Single Currency	<p>36.1 For evaluation and comparison of Financial Bids, the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rates established by the source and on the date specified in the BDS.</p>
37. Domestic Preference	<p>37.1 Unless otherwise specified in the BDS, domestic preference shall not apply.</p>
38. Evaluation and Comparison of Financial Bids	<p>38.1 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodology shall be permitted.</p> <p>38.2 To evaluate a Price Bid, the Purchaser shall consider the following:</p>

	<ul style="list-style-type: none"> i. the bid price as quoted in accordance with ITB 17; ii. price adjustment for correction of arithmetic errors in accordance with ITB 35.1; iii. price adjustment due to discounts offered in accordance with ITB 17; iv. adjustment for nonmaterial nonconformities in accordance with ITB 32.3; v. assessment whether the bid is abnormally low in accordance with ITB 39; vi. price adjustment due to application of the evaluation criteria specified in Section III (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section III; and vii. converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 36.
	<p>38.3 The Purchaser’s evaluation of a bid will exclude and not take into account,</p> <ul style="list-style-type: none"> (a) in the case of Goods offered from within the Purchaser’s country, all sales tax and all other taxes, applicable in the Purchaser’s country and payable on the Goods if the Contract is awarded to the Bidder; (b) in the case of Goods offered from outside the Purchaser’s country, all customs duties, sales tax, and other taxes, applicable in the Purchaser’s country and payable on the Goods if the Contract is awarded to the Bidder; and (c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.
	<p>38.4 The financial evaluation will be conducted according to the method mentioned in Section III.</p>
	<p>38.5 The Purchaser shall first evaluate the most technically responsive proposal and then negotiate the financial bid with that particular bidder.</p>
<p>39. Abnormally Low Bids</p>	<p>39.1 An Abnormally Low Bid is one where the Bid price in combination with other constituent elements of the Bid appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.</p>

	<p>39.2 When the offered bid price appears to be abnormally low, the Purchaser shall undertake a three-step review process as follows:</p> <ul style="list-style-type: none"> (a) identify abnormally low costs and unit rates by comparing them with the Purchaser’s estimates, other substantially responsive bids, or recently awarded similar contracts; (b) clarify and analyze the bidder’s resource inputs and pricing, including overheads, contingencies and profit margins; and (c) decide whether to accept (with higher Performance Security not exceeding twenty percent 20%) or reject the bid
	<p>39.3 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.</p>
	<p>39.4 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Purchaser shall reject the Bid.</p>
40. Unbalanced or Front-Loaded Bids	<p>40.1 If the Bid that is evaluated as the lowest evaluated cost is, in the Purchaser’s opinion, seriously unbalanced or front loaded the Purchaser may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of systems, installations, proposed methodology, schedule and any other requirements of the bidding document.</p>
	<p>40.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Purchaser may:</p>
	<ul style="list-style-type: none"> (a) accept the Bid; or (b) if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Bidder, to a level not exceeding twenty percent (20%) of the Contract Price; or (c) reject the Bid.

<p>41. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids</p>	<p>41.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.</p>
<p>42. Standstill Period</p>	<p>42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, the Standstill Period shall not apply.</p>
<p>43. Notification of Intention to Award</p>	<p>43.1 The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) the name and address of the Bidder submitting the successful Bid; (b) the Contract price of the successful Bid; (c) the total combined score of the successful Bid; (d) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated prices and technical scores (if applicable); (e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful; (f) the expiry date of the Standstill Period; and (g) instructions on how to request a debriefing or submit a complaint during the standstill period;

F. Award of Contract

<p>44. Award Criteria</p>	<p>44.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document or mentioned otherwise in BDS, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.</p>
<p>45. Purchaser’s Right to Vary Quantities at Time of Award</p>	<p>45.1 The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage(s) for items as indicated in the BDS.</p>
<p>46. Notification of Award</p>	<p>46.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Contract, Forms called the “Letter of Acceptance”) shall specify the sum that the Supplier is required to design, build, finance, operate, and maintain the Electronic Fare Collection System (EFCS) under the Build, Own, and Operate (BOO) model for a project period of 8 years (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).</p>
	<p>46.2 Within ten (10) Business days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) name and address of the Purchaser; (b) name and reference number of the contract being awarded, and the selection method used; (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated; (d) name of Bidders whose Bids were rejected and the reasons for their rejection; (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and (f) successful Bidder’s Beneficial Ownership Disclosure Form, if specified in BDS ITB 47.1.

47. Signing of Contract	47.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.
	47.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.
	47.3 If signing the Contract Agreement for the design, build, finance, operate, and maintain the system is prevented by any export restrictions due to the Purchaser, the Purchaser's country, or the use of the system, the Bidder is not obligated to honor their bid. This is only true if the Bidder can prove to the Purchaser and the Bank that they have diligently completed all necessary steps, like applying for permits and licenses needed for the export, and the delay was not their fault.
48. Performance Security	48.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the General Conditions, subject to ITB 38.2 (b), using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a Performance Security shall have a correspondent financial institution located in the Purchaser's Country.
	48.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.

49. Adjudicator	49.1 Unless the BDS states otherwise, the Purchaser proposes that the person named in the BDS be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GCC Clause 43.1. In this case, a résumé of the named person is attached to the BDS. The proposed hourly fee for the Adjudicator is specified in the BDS. The expenses that would be considered reimbursable to the Adjudicator are also specified in the BDS . If a Bidder does not accept the Adjudicator proposed by the Purchaser, it should state its non-acceptance in its Bid Form and make a counterproposal of an Adjudicator and an hourly fee, attaching a résumé of the alternative. If the successful Bidder and the Adjudicator nominated in the BDS happen to be from the same country, and this is not the country of the Purchaser too, the Purchaser reserves the right to cancel the Adjudicator nominated in the BDS and propose a new one. If by the day the Contract is signed, the Purchaser and the successful Bidder have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the SCC clause relating to GCC Clause 43.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.
50. Negotiations	The purchaser will evaluate the technical bids and only open the financial bid of the bidder with the highest technical score. Afterwards, the purchaser will negotiate the financial terms.

SECTION II - BID DATA SHEET (BDS)

The following specific data for the Information System to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is: MT/ICB/RFP/2024/01</p> <p>The Purchaser is: Ministry of Transport and Highways</p> <p>The Name of the RFP is: Build Own Operate (BOO) of Electronic Fare Collection System for the public transport service of Sri Lanka.</p>
ITB 1.1	<p>This contract will be implemented under Build Own Operate (BOO) basis. The Proposer/Bidder is obligated to Design, Build, Finance, Operate, and Maintain the Electronic Fare Collection System throughout the contract period of 08 years. The selected bidder will receive a fix payment for every transaction conducted during this period.</p>
ITB 4.1	<p>Bidders who are not registered in Sri Lanka shall have a Joint Venture with a company registered in Sri Lanka.</p>
ITB 4.4	<p>In case of a Joint Venture (JV);</p> <ol style="list-style-type: none"> i. The JV shall nominate a Representative called “Lead Partner” who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the bidding process until the Contract is awarded, including the signing of the bid. This nomination shall be evidenced by submitting a legally executed Power of Attorney signed by authorized signatories of all the partners. Lead Partner for the Joint Venture must be a Sri Lankan company. ii. No changes to the composition of the JV shall be allowed after the bid is submitted. iii. If the JV is intending to change the composition of the membership of the JV, after the contract is awarded, same has to be informed, justified and Purchaser’s approval has to be obtained and subsequently the necessary changes to the contract agreement shall also be made. iv. Once the contract is awarded to the successful bidder, a joint venture company consisting of all JV partners shall be formed and registered under the registrar of companies in Sri Lanka in order to execute this project. The Purchaser’s payments under this contract shall be made to that registered Sri Lankan JV company only.

B. Bidding Document	
ITB 7.1	<p>For <u>Clarification of Bid purposes</u> only, the Purchaser's address is:</p> <p>Attention: Mrs. Nayomi Jayawardena, Chairman, Project Committee.</p> <p>Address: Ministry of Transport and Highways ,7th Floor, Sethsiripaya Stage II, Battaramulla,</p> <p>Country: Sri Lanka</p> <p>Telephone: 0112187229, 0112587394</p> <p>Facsimile number: 0112187230</p> <p>Electronic mail address: sas.dev@transport.gov.lk</p> <p>Requests for clarification should be received by the Purchaser no later than: fourteen (14) days of deadline for bid submission</p>
ITB 7.1	Web page: www.moth.gov.lk
ITB 7.2	Site where the Electronic Fare Collection System is to be installed is National Transport Commission (NTC)
ITB 7.3	<p>A Pre-Bid meeting shall take place at the following date, time and place:</p> <p style="padding-left: 40px;">Date: 30.07.2024</p> <p style="padding-left: 40px;">Time: 1000 hrs.</p> <p style="padding-left: 40px;">Place: Auditorium, Ministry of Transport and Highways,</p> <p style="padding-left: 80px;">Auditorium (board room), 7th Floor, Stage II, Sethsiripaya, Battaramulla, Sri Lanka.</p>
C. Preparation of Bids	
ITB 10.1	<p>The language of the Bid is: English</p> <p>All correspondence exchange shall be in English language.</p>
ITB 11.2 (j)	<p>The Bidder shall submit with its Bid the following additional documents:</p> <p>(i) In case of JV, legally executed JV agreement or an intention to enter into such JV signed by all parties. This JV agreement must be legally binding within the jurisdiction of Sri Lanka and should be signed according to the acceptable legal practices and standards in Sri Lanka.</p> <p>(ii) Certificate of Registration under Public Contract Act No. 03 of 1987</p>
ITB 11.3	The estimated cost of the Project (Including resource recovery), payback period of the investment, Return on Investment, Internal rate of return (IRR)/ Net Present Value (NPV) over the project period shall produce by the bidder and the assessment of actual costs will have to be made by the Bidders at their own expenses including the inflation,

	annual discount rate and exchange rate.
ITB 13.1	Alternative Bids are NOT permitted.
ITB 16.2 (a)	In addition to the topics described in ITB Clause 16.2 (a), the Preliminary Project Plan must address the following topics: <ul style="list-style-type: none"> (i) <i>Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);</i> (ii) <i>Implementation Sub-Plan;</i> (iii) <i>Training Sub-Plan;</i> (iv) <i>Testing and Quality Assurance Sub-Plan;</i> (v) <i>Warranty Defect Repair and Technical Support Service Sub-Plan</i>
ITB 17.1	The Bidder shall quote bid price, as a percentage expected from per ticket fee in the ‘Price Schedule’ furnished in Section IV, Bidding Forms. Bidder shall calculate the above bid price taking into consideration the total project scope (Part 2 – Purchaser’s Requirements)
ITB 17.2	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract except for exchange rate fluctuations as stipulated in GCC 11.2 of Section IX, Special Conditions of Contract.
ITB 18.1	The Bidder shall quote bid price in Sri Lankan Rupees only .
ITB 19.1	The Bid validity period shall be one hundred and eighty (180) days from the bid closing date.
ITB 20.1	A Bid Security shall be required. It shall include in the Technical Bid as specified in ITB 11.2. A Bid-Securing Declaration shall not be required and shall not be accepted. The amount and currency of the Bid Security shall be: Sri Lankan Rupees Five Million (LKR5Mn)
ITB 20.3	Bid Security shall be a bank guarantee issued by a commercial bank operating in Sri Lanka. Bid Securities from overseas banks should submit through the corresponding registered commercial bank operating in Sri Lanka. No any other types of bid securities are acceptable.
ITB 20.4	Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The validity period of the bid security shall be 208 days from the bid submission deadline.
ITB 20.5	Any Bid not accompanied by a Bid Security as above, shall be treated as non-responsive and rejected.

<p>ITB 21.1 ITB 21.2</p>	<p>In addition to the original of the Bid, the number of copies to be submitted is: one (01). A soft copy of the Technical Bid (PDF version) shall also be submitted. No soft copy of the Financial Bid shall be submitted as it is submitted in a sealed envelope to be opened later, only if the Bid is technically qualified.</p>
<p>ITB 21.3</p>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: legally executed Power of Attorney (POA)</p>
<p>ITB 21.4</p>	<p>The bid shall be signed so as to be legally binding on all partners. Legally executed Power of Attorney (POA) is required authorizing the person who signs the bid.</p>
<p>D. Submission and Opening of Bids</p>	
<p>ITB 22.1</p>	<p>Bidders shall not have the option of submitting their Bids electronically.</p>
<p>ITB 22.1</p>	<p>Technical and Financial Bids should be submitted in <u>TWO separate sealed envelopes</u> and should be clearly marked as, “Technical Bid –Build Own Operate (BOO) of Electronic Fare Collection System for the public transport service of Sri Lanka” and “Financial Bid - Build Own Operate (BOO) of Electronic Fare Collection System for the public transport service of Sri Lanka” at the top lefthand corner respectively.</p>
<p>ITB 23.1</p>	<p>For <u>Bid submission purposes</u> only, the Purchaser’s address is: Chairman, Cabinet Appointed Procurement Committee, Ministry of Transport and Highways ,7th Floor, Sethsiripaya Stage II, Battaramulla, Sri Lanka The deadline for Bid submission is: Date: 28.08.2024 Time: 1400 hours Venue: Auditorium, Ministry of Transport and Highways ,7th Floor, Sethsiripaya Stage II, Battaramulla, Sri Lanka Bidders shall not have the option of submitting their Bids electronically.</p>
<p>ITB 26.1</p>	<p>The opening of Technical Bids shall take place at: Date: 28.08.2024 Time: Right after the bid closing Venue: Auditorium, Ministry of Transport and Highways ,7th Floor, Sethsiripaya Stage II, Battaramulla, Sri Lanka</p>
<p>ITB 26.8 & 26.10</p>	<p>As this procurement is conducted, the financial bid of the highest technical scorer will only be opened initially for consideration. The minimum technical score to be technically qualified is 75%.</p>

ITB 26.9	Financial Bids of any bidder whose technical score is less than 75% or as per the conditions of ITB 26.8, will be returned unopened, after signing of the contract with the selected bidder.
E. Evaluation, and Comparison of Bids	
ITB 30.2(d)	Items for which Manufacturer's Authorizations required are given under 2.6 of Qualification Criteria in Section III, Evaluation and Qualification Criteria.
ITB 30.2(e)	Documents or information required in accordance with ITB 11.2
ITB 31.1	<p>The evaluation criteria and the weights assigned will be clearly defined in Section III.</p> <p>The highest technical scorer's financial bid will be opened first, and will undergo price negotiations. However, to qualify for the opening of financial bids, any bid, and in the event of financial negotiations of the highest scorer is not successful, a minimum technical score of 75% is mandatory.</p> <p>Financial bids from bidders with a technical score below 75% will be returned without opening.</p>
ITB 32.3	Not Applicable
ITB 36.1	The Bidder shall quote bid price in Sri Lankan Rupees only .
F. Award of Contract	
ITB 38.1	<p>The highest technical scorers financial bid will be opened first for evaluation. Then the proposed price will be subjected for negotiations by the Purchaser.</p> <p>If the negotiations are unsuccessful with the highest technical scoring bidder, Purchaser shall decide to reject the said bid and open the second highest scorers financial bid and start negotiations. This may continue in the same manner until a successful negotiation is reached.</p>
ITB 43	Within seven (07) days of receipt of Purchaser's Notification of Intention to Award the Contract, the Bidder may submit its representations to the Procurement Appeal Board (PAB)
ITB 44.1	The purchaser will award the contract to the bidder whose offer is determined to be the highest technical bid and who, after negotiating the financial bid, is deemed financially viable and substantially responsive to the bidding document. This is contingent on the bidder remaining qualified to satisfactorily perform the contract.
ITB 45	Not Applicable
ITB 47.1	Successful Bidder shall submit the Beneficial Ownership Disclosure Form included in Section X, Contract Forms
ITB 48	Performance Security, amounting to 5% of the contract price, shall be submitted within fourteen (14) days from the receipt of the Letter of Acceptance.

	<p>Performance Security shall be a bank guarantee issued by a commercial bank operating in Sri Lanka. No any other types of bid securities acceptable.</p> <p>Performance Securities from overseas banks should submit through the corresponding registered commercial bank operating in Sri Lanka.</p> <p>Performance Security shall be submitted using the Form included in Section X, Contract Forms.</p>
ITB 49	The proposed Adjudicator is: Not Applicable.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

This Section contains all the criteria that the Purchaser shall use to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

A. Evaluation Criteria

The Purchaser will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB 30, 31 and 38. As the proposals are evaluated based on QBS, the following criterial will be adopted during the evaluation;

- i) As the initial step of the evaluation, an eligibility check will be carried out as specified in sub-Section 2 of this Section III
- ii) Proposals will be shortlisted based on its eligibility as per the criteria described in above-mentioned sub-Section 2. Only the proposals which are successful it this eligibility evaluation will be assessed for further evaluation which is the 'Technical Evaluation'.
- iii) At the Technical Evaluation, proposals will be evaluated based on the Technical Evaluation Criteria as described in below Section 'B'
- iv) Proposals are expected to score equal or more than 75% out of the total marks scored and the rest will be considered as disqualified.
- v) The highest scored proposal will be considered first for its Financial Evaluation
- vi) Therefore, out of the Financial Bids submitted in separate sealed envelopes, the highest scored proposer's financial bid will be opened and evaluated
- vii) The financial bid of the highest scorer will then undergo negotiations by the Purchaser
- viii) If the price negotiations are successful, it will be considered as the substantially responsive evaluated bid, and the evaluation process will conclude
- ix) If the negotiations are not successful with the highest scored proposer, then, the next highest scorer's Financial Proposal will be opened and evaluated/negotiated
- x) This process will continue until a substantially responsive evaluated proposer is recognized

B. Evaluation of Technical Bid (ITB 31)

The total technical points assigned to each Proposal in the Evaluated Proposal Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the Proposal in accordance with the criteria set forth below. Bidders are required to adhere to the specified order in the table below when preparing their bids.

(a) The technical features to be evaluated are generally defined below and specifically identified in the BDS 44.1:

No	Criteria	Marks
1.0	Experiences in National or International Level	
1.1	A number of projects were successfully implemented and operational in the past five (5) years of the Electronic Fare Collection System.	100
1.2	Number of Successfully implemented e-Government projects (Other than the above) -within last five (5)years (2 projects - 2.5 x2)	50
2.0	Project Management and Implementation Plan	
2.1	Project Implementation Plan (during the period)	100
2.2	User Acceptance Testing Plan	50
2.3	Operational Acceptance Testing Plan	30
2.4	User Training Plan	40
2.5	Data Interoperability Plan	30
3.0	Support Services	
3.1	24x7 Customer Support Plan	50
3.2	Multi-Language Support (English, Sinhala, Tamil)	30
3.3	Support staff assignment according to the stakeholders (e.g., Passengers, Operators, Facility Providers, National Transport Commission (NTC) considering Population density, Geographic Locations etc.)	30
3.4	Transparency of Call Centre - (Log Maintenance, Feedback, Productivity of the Services and Efficiency)	40
4.0	System Availability	

4.1	System unavailability and minimum downtime plan (Availability: 99.9%)	50
4.2	Backup, Data Redundant and Replication Plan	100
5.0	Data Security and Management	
5.1	Information Security Plan including Confidentiality, Integrity, and Availability (CIA) triad	50
5.2	Security Testing Assessment and Incident Response Plan	50
6.0	Align with Standard	
6.1	Align with Open Standards for Public Transport (OSPT) and - CIPURSE	200
	Total	1000

- (b) The bidder must obtain at least 50% of the total marks in each main category to qualify.
- (c) Scores are grouped into two (02) main evaluation categories and under which number of sub evaluation categories are identified, as described in above and specifically identified in the **ITB 31.1 of BDS.**

C. Evaluation of Financial Bid (ITB 38)

The financial evaluation will be based on the quoted price in Sri Lankan Rupees as a fixed price for one ticket transaction (OTT) over the contract period, as specified in the Financial Bid Submission Form found in Section IV. This fixed price represents the amount the bidder requires per ticket to recover their investment in implementing the electronic fare collection system (EFCS). The evaluation will consider this fixed price as the primary criterion for financial comparison among bidders, ensuring a transparent and fair assessment of the bids.

D. Qualification/Eligibility Criteria

Factor	2.1 Eligibility					Documentation Required
Sub-Factor	Requirement	Criteria			Bidder	
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Lead member		

2.1.1 Nationality	Nationality in accordance with ITB 4.4.	Must meet requirement	N/A	Must meet requirement	Must meet requirement	Form ELI –2.1.1 and 2.1.2, with attachments
2.1.2 Conflict of Interest	No- conflicts of interests as described in ITB 4.2.	Must meet requirement	N/A	Must meet requirement	Must meet requirement	Technical Bid Submission Form
2.1.3 State owned Entity of the Purchaser’s country	Compliance with conditions of ITB 4.5	Must meet requirement	N/A	Must meet requirement	Must meet requirement	Form ELI –2.1.1 and 2.1.2, with attachments

Factor	2.2 Historical Contract Non-Performance					
Sub-Factor	Requirement	Criteria				Documentation Required
		Single Entity	Bidder			
			Joint Venture (existing or intended)			
All members combined	Lead member	Other members				
2.2.1 History of non-performing contracts	Non-performance of a contract did not occur as a result of Bidder’s default since January 2018 (last 05 years)	Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement	Must meet requirement	Form CON - 2
2.2.2 Suspension	Not under suspension based on execution of a Bid Securing Declaration or Proposal Securing Declaration pursuant to ITB 4.5 and ITB 20.10	Must meet requirement	N / A	Must meet requirement	Must meet requirement	Technical Bid Submission Form
2.2.3 Blacklisting	Should not have been blacklisted by any Government institution during last five (05) years (Since 2019-01-01)	Must meet requirement	N / A	Must meet requirement	Must meet requirement	Technical Bid Submission Form
2.2.4 Pending Litigation	Bidder’s financial position and prospective long-term profitability still sounds according to criteria established in 2.3 below and assuming that all pending litigation will be resolved against the Bidder.	Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement	Must meet requirement	Form CON - 2

Factor	2.3 Financial Situation					
Sub-Factor	Requirement	Criteria				Documentation Required
		Single Entity	Bidder			
			Joint Venture (existing or intended)			
			All members combined	Lead member	Other members	
2.3.1 Historical Financial Performance	Submission of audited financial statements for the last five (05) years (2024-2019) to demonstrate the current soundness of the Bidders financial position.	Must meet requirement	N / A	Must meet requirement	Core Software Solution Provider, Local ICT Company - Must meet requirement	Form FIN – 2.3.1 with attachments
2.3.2 Average Annual Turnover	Minimum average annual turnover of LKR 2 billion (or its equivalent), within the last three (03) years.	Must meet requirement	Must meet requirement	Lead member - Must meet Minimum 25% of the requirement	Not applicable	Form FIN – 2.3.2
2.3.3 Financial Resources	Minimum of LKR 250 million (or its equivalent) net liquid assets as per 2018 financial year (Current Assets – Inventory – Current Liabilities) and/or Credit Facilities for this project	Must meet requirement	Must meet requirement	Lead member - Must meet Minimum 50% of the requirement	Not applicable	Form FIN – 2.3.3 with project specific credit line letter(s) issued by bank(s) (if applicable)

2.4 Specific Experience				
	Component	Sub Component	No. of Minimum Mandatory Projects	Documentation Required
	Experience under electronic fare collection system for at least last five years (5) before the bid submission deadline		01	Form EXP -2.4

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Factor	2.5 Standards & Certifications					
Sub-Factor	Requirement	Criteria				Documentation Required
		Single Entity	Bidder			
			Joint Venture (existing or intended)			
			All members combined	Lead member	Other members	
						Certified copies of certificates
						Certified copies of certificates
						Certified copies of certificates

2.6 Manufacturers Authorization

In the case of a Bidder who offers to supply and install major items of supply under the contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer’s authorization, using the form provided in Section IV, showing that the Bidder has been duly authorized by the manufacturer or producer of the related sub system or component to supply and install that item in the Purchaser’s Country.

Manufacturer’s Authorization is required for following major items.

#	Item Description
1	
2	
3	
4	
5	
6	
7	
8	

SECTION IV - BIDDING FORMS

A. Technical Bid Submission Form

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

Place this Form in the first envelope “TECHNICAL BID”.

The Bidder must prepare the Technical Bid Submission Form on stationery with its letterhead clearly showing the Bidder’s complete name and business address.

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

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

RFB No.: [insert number of Bidding process]

To: [insert complete name of Purchaser]

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Bid, and
- (b) the Financial Bid.

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Purchaser’s Country in accordance with ITB 4.5;
- (d) **Conformity:** We offer to provide design, supply and installation services in conformity with the bidding document of the following: [insert a brief description of the Design, Build, Finance, Operate, and Maintain of the System];
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS ITB 19.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS ITB 23.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and were not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3.
- (h) **Suspension and Debarment:** We, are not ineligible under the Purchaser’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (i) **Institution:** [We are not a state-owned enterprise or institution]

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

Name of the Bidder: *[insert complete name of Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid.

(m)

B. Financial Bid Submission Form

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

Place this Form in the second envelope marked “FINANCIAL BID”.

The Bidder must prepare the Financial Bid Submission Form on stationery with its letterhead clearly showing the Bidder’s complete name and business address.

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

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

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

Request for Bid No.: *[insert identification]*

To: *[insert complete name of Purchaser]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Bid. In submitting our Financial Bid, we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Bid Price:** The price of our Bid for Issuing of an Electronic Fare Collection System fulfilling the full scope of Purchaser’s Requirements, excluding any discounts offered in item (c) below is: *[insert the price of the Bid in words and figures, in Sri Lanka Rupees]*.
- (c) **Discounts:** The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: *[Specify in detail each discount offered]*
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

(e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder: *[insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid.

C. Price Schedule Form

Cost Component		Fix transaction Revenue in LKR (Excluding VAT)
1.	“Per Ticket Transaction Revenue ” proposed covering the full scope of Purchaser’s Requirements	

Name of Bidder:	
Authorized Signature of Bidder:	
Date:	
Bidder’s Seal:	

Note:

1. The offered bid price shall be fixed for a period of eight (08) years after commissioning the new solution. Total contract period shall include eight (08) years of operations after commissioning the solution.
2. It is assumed that Bidders shall have read the Technical Requirements and other sections of these bidding documents to ascertain the full scope of the requirements prior to filling prices. The quoted price shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.

Form SMR

D. Summary of the Consortium/ Sub-Contractors

#	Firm	Type of partnership (JV or Sub Contractor)	Scope of DL project	Year of incorporation	Core Business of the firm	No. of years in business
1						
2						
3						
...						

Form ELI 2.1.1

F. Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

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

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Bidder is not under the supervision of the Purchaser
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

Form ELI 2.1.2

E. Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].

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

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Purchaser in accordance with ITB 4.5.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Form CON – 2

F. Historical Contract Non-Performance and Pending Litigation

In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating

Bidder’s Legal Name: _____ Date: _____

JV member Legal Name: _____ RFB No.: _____

Page _____ of _____ pages

Non-Performing Contracts in accordance with Section III, Evaluation and Qualification Criteria			
Contract non-performance did not occur during the stipulated period, in accordance with Sub- Factor 2.2.1 of Section III, Evaluation Criteria			
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
No pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria			
Pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
		Contract Identification: Name of Purchaser: Address of Purchaser: Matter in dispute:	
		Contract Identification: Name of Purchaser: Address of Purchaser: Matter in dispute:	

FORM EXP 2.4 (a)

Using the form below, provide information on each project to demonstrate the above experience. This table shall be completed at-least for minimum number of projects (Ex: Bidder may have 5 projects for 2.4.1.1, however, details of 3 projects at minimum shall be provided using the below table to become eligible). The numbers of projects listed in Form EXP 2.4 will be considered valid ONLY if the details are provided in this table. Use one table for one project experience and use maximum of five (05) pages per project.

Project n of N	
Name of the firm:	
Reference Sub-component(s) as given in Form EXP 2.4: (Ex.2.4.1.1)	
Assignment name:	Approx. value of the contract (in current US\$) or Euro :
Country: Location within country:	Duration of assignment (months):
Name of Client:	
Address:	Names of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Start date (month/year):	Completion date (month/year):
Name of associated Consultants, if any:	List of key deliverables (with numbers wherever applicable)
Contact person:	Contact details: (at-least the email and contact numbers)
Description of Project: This shall provide adequate details to prove the experience in relation to the respective components/ sub-components. Use maximum 1000 words.	

Note: For each project, evidence shall be provided after each table 2.4(a). It is mandatory to provide **at-least** one of below document as evidence;

- a) Customer reference letter (original) upon successful completion/ operation (**Preferred**)
- b) Certified copy of extracts of the contract signed.
- c) Certified copy of the Purchase Order.

Form CCC

H. Summary Sheet: Current Contract Commitments / Work in Progress

Name of Bidder or partner of a Joint Venture
--

Bidders and each partner to a Joint Venture bid should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Purchaser, contact address/tel./fax	Value of outstanding Information System (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Financial Situation

I. Historical Financial Performance

Bidder’s Legal Name: _____ Date: _____

JV Member Legal Name: _____ RFB No.: _____

Page _____ of _____ pages

To be completed by the Bidder and, if JV, by each member

Financial information in US\$ equivalent	Historic information for previous _____ () years (US\$ equivalent in 000s)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

Attached are certified copies of financial statements (profit & loss accounts, balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- (a) Must reflect the financial situation of the Bidder or member to a JV, and not sister or parent companies.
- (b) Historic financial statements must be audited by a chartered accountant
- (c) Historic financial statements must be complete, including all notes to the financial statements.
- (d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Notes:

- (a) If the statements are not in English, English translations of main areas translated by licensed translators with signatures and official stamps shall be attached along with the certified copies of original statements.
- (b) If the Audited Financial Statements are not required by the laws of the registered country, other acceptable financial statements shall be provided.
- (c) If the statements of 2018 are not ready by the time of submission, interim reports authorized by the Company Secretary and Board of Directors shall be provided.
- (d) Financial Statements can be provided as an Annex with clear reference from the Form FIN – 2.3.1

Form FIN – 2.3.2
J. Average Annual Turnover

Bidder’s Legal Name: _____ Date: _____
 JV Member Legal Name: _____ RFB No.: _____
 Page _____ of _____ pages

Annual turnover data (applicable activities only)		
Year	Amount and Currency	US\$ equivalent
*Average Annual Turnover		

*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2.

Form FIN 2.3.3
K. Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria

Member	Source of financing		Amount (US\$ equivalent)
1.	1.1		
	1.2		
	1.3		
2.	2.1		
	2.2		
	2.3		
3.	3.1		
	3.2		
	3.3		
...			
TOTAL			

Form PER-1

L. Team Composition and Task Assignments

[All other major positions aligned with the overall staff hierarchy (including the Key Positions) shall be listed here]

Professional Staff						
#	Name of Staff	Firm	Area of Expertise	Position Assigned	Academic/ Professional Qualifications	Task Assigned

Form PER-2

**[This shall be provided for each Key Position (04)]
M. Curriculum Vitae (CV) for Proposed Key Staff**

- 1. **Proposed Position** *[only one candidate shall be nominated for each position]:* _____
- 2. **Name of Firm** *[Insert name of firm proposing the staff]:* _____
- 3. **Name of Staff** *[Insert full name]:* _____
- 4. **Date of Birth:** _____ **Nationality:** _____
- 5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____
- 6. **Membership of Professional Associations:** _____
- 7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* _____
- 8. **Experience in the specific role:** *[List the projects]:* _____
- 9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____
- 10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held,]:*
From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Qualification of the Staff</p> <p><i>[Refer the Scope of Services, List qualifications to meet the minimum requirement or preferably</i></p>	<p>12. Work Undertaken that Best Illustrates the Qualification</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project:</p> <p>Client:</p> <p>Duration:</p> <p>Location</p> <p>Brief description of the projects:</p> <p>Positions held:</p>
--	--

<i>more]</i>	Technologies used:
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13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member] *Day/Month/Year*

Full name of authorized representative: _____

Form MAC

N. Manufacturer's Authorization

Note: This authorization should be written on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

RFB Title and No.: *[insert]*

To: *[Purchaser]*

WHEREAS *[insert: Name of Manufacturer]* who are official producers of *[insert: items of supply by Manufacturer]* and having production facilities at *[insert: address of Manufacturer]* do hereby authorize *[insert: name of Bidder or Joint Venture]* located at *[insert: address of Bidder or Joint Venture]* (hereinafter, the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

We hereby confirm that, in case the bidding results in a Contract between you and the Bidder, the above-listed products will come with our full standard warranty.

Name *[insert: Name of Officer]* in the capacity of *[insert: Title of Officer]*

Signed _____

Duly authorized to sign the authorization for and on behalf of: *[insert: Name of Manufacturer]*

Dated this *[insert: ordinal]* day of *[insert: month]*, *[insert: year]*.
[add Corporate Seal (where appropriate)]

Form SCN
O. Subcontractor's Agreement(s)
[NOT APPLICABLE FOR THIS RFP]

Form IP

P. Intellectual Property Forms

Notes to Bidders on working with the Intellectual Property Forms

In accordance with ITB 11.2(j), Bidders must submit, as part of their bids, lists of all the Software included in the bid assigned to one of the following categories: (A) System, General-Purpose, or Application Software; or (B) Standard or Custom Software. Bidders must also submit a list of all Custom Materials. These categorizations are needed to support the Intellectual Property in the GCC and SCC.

Software List

Software Item	(Select one per item)			(Select one per item)	
	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

Form SIN
Q. Solution Inventory

List the main components and sub-components and all related peripheral, hardware, network equipment and/or supporting equipment. Additional details such as product brochures shall be provided under Annex.

N°	Component/ Sub-Component	Item Name	Quantity	Item Details		Additional remarks
				Country of Origin	Brand/ Model	
1						
1.1						
1.2						
..						
2						

Form TECH-1

R. Conformance of Information System Materials

Format of the Technical Bid

In accordance with ITB 16.2, the documentary evidence of conformity of the Electronic Fare Collection System to the bidding documents includes (but is not restricted to):

Form TECH-1 (a)

The Bidder's Preliminary Project Plan, including, but not restricted, to the topics specified in the **BDS ITB 16.2**. The Preliminary Project Plan should also state the Bidder's assessment of the major responsibilities of the Purchaser and any other involved third parties in System Design, Build, Finance, Operate, and Maintain of the System, as well as the Bidder's proposed means for coordinating activities by each of the involved parties to avoid delays or interference.

Form TECH-1 (b)

A written confirmation by the Bidder that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Technical Requirements.

Form TECH-1 (c)

Item-by-Item Commentary on the Technical Requirements demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Technical Requirements.

Part-1:

In demonstrating the responsiveness of its bid, the Bidder must use the **Technical Responsiveness Checklist (Format) as appeared in the Section VII - REQUIREMENTS OF THE INFORMATION SYSTEM** (use the same tables). Failure to do so increases significantly the risk that the Bidder's Technical Bid will be declared technically non-responsive. Among other things, the checklist should contain explicit cross-references to the relevant pages in detailed technical write-up and supporting materials included the Bidder's Technical Bid.

Part-2:

This shall be **maximum of 250 pages including the charts and diagrams**. This is one of the key sections of the technical proposal. The Technical Requirements are voiced as requirements of the *Supplier* and/or the *System*. The Bidder's response must provide clear evidence for the evaluation team to assess the credibility of the response. Only a response as "Yes" in Part-1 is unlikely to convey the credibility of the response. In this section, the Bidder should indicate *that* – and to the greatest extent practical – *how* the Bidder would comply with the requirements listed in SECTION VII - REQUIREMENTS OF THE INFORMATION SYSTEM. Whenever the technical requirements relate to feature(s) of existing products (e.g., hardware or software), the features should be described and the relevant product literature referenced. When the technical requirements relate to professional services (e.g., analysis, configuration, integration, training, etc.) some effort should be

expended to describe how they would be rendered – not just a commitment to perform the [cut-and-paste] requirement.

Note: As a matter of practice, the contract cannot be awarded to a Bidder whose Technical Bid deviates (materially) from the Technical Requirements – *on any Technical Requirement*. Such deviations include omissions (e.g., non-responses) and responses that do not meet or exceed the requirement. Extreme care must be exercised in the preparation and presentation of the responses to all the Technical Requirements. Supporting materials to underpin the Item-by-item Commentary on the Technical Requirements (e.g., product literature, white-papers, narrative descriptions of technical approaches to be employed, etc.) can be provided as Annexures. In the interest of timely bid evaluation and contract award, Bidders are encouraged not to overload the supporting materials with documents that do not directly address the Purchaser’s requirements. Any separate and enforceable contract(s) for Recurrent Cost items which the BDS ITB 17.2 required Bidders to bid.

Note: To facilitate bid evaluation and contract award, Bidders encouraged to provide electronic copies of their Technical Bid – preferably in a format that the evaluation team can extract text from to facilitate the bid clarification process and to facilitate the preparation of the Bid Evaluation Report.

S. Form of Bid Security (Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: Secretary, Ministry of Transport and Highways

RFB No.: *[Purchaser to insert reference number for the Invitation for Bids]*

Date: _____ *[Insert date of issue]* _____

BID GUARANTEE No.: *[Insert guarantee reference number]* _____

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* _____ (hereinafter called “the Applicant”) has submitted or will submit the Beneficiary its bid _____ (hereinafter called “the Bid”) for the execution of _____ under Request for Bids No. _____ (“the RFB”).

Furthermore, we understand that, according to the Beneficiary’s, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself ora separate signed document accompanying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant’s Letter of Bid (“the Bid Validity Period”), or any extension thereof provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of Bid validity or any extension thereof provided by the Applicant has failed to: (i) execute the Contract Agreement, if required, or (ii) furnish the performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such Contract Agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiration of the Bidder’s Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s)]

Bid Submission Forms - Technical Proposal

U. Bidder Response Format

[Bidders shall organize the Proposal as per the below, and it is the responsibility of the Bidders to provide necessary references appropriately wherever necessary]

Order	Form	Check (Y / N)	Page No.
1	Bidder's Front Page		
2	Bidder Response Format		
Section-1			
3	Technical Bid Submission Form		
4	Bid Security		
5	Joint Venture Agreement		
6	Power of Attorney for authorizing signatory		
Section-2			
7	Form SMR - Summary of the Consortium/ Sub-Contractors		
8	Form ELI 2.1.1 - Bidder Information Form		
9	Form ELI 2.1.2 - Bidder's JV Members Information Form		
10	Form CON – 2 - Historical Contract Non-Performance and Pending Litigation		
11	Form EXP 2.4 - 2.4 Specific Experience		
12	Form CCC - Summary Sheet: Current Contract Commitments / Work in Progress		
13	Form FIN – 2.3.1 - Financial Situation		
14	Form FIN – 2.3.2 - Average Annual Turnover		
15	Form FIN 2.3.3 - Financial Resources		
16	Form PER-1 - Team Composition and Task Assignments		
17	Form PER-2 - Curriculum Vitae (CV) for Proposed Key Staff		

18	Form MAC - Manufacturer's Authorization		
19	Form IP - Intellectual Property Forms		
20	Form SIN - Solution Inventory		
21	Form CMT - List of Custom Materials		
22	Form WSC - Work Schedule		
Section-3			
23	Form TECH-1 - Conformance of Information System Materials <ul style="list-style-type: none"> - Form TECH-1 (a) - Form TECH-1 (b) - Form TECH-1 (c) – Part-1 - Form TECH-1 (c) – Part-2 		
Section-4			
	Annex-1: Financial Statements Annex-2: Supporting Materials Annex-3: Company Profiles (JV partners and sub-contractors) Annex-...		

SECTION V - ELIGIBLE COUNTRIES

Not Applicable

SECTION VI -FRAUD AND CORRUPTION

(Section VI shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders(applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "Obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank’s Anti-Corruption Guidelines, and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

PART 2 –Purchaser’s Requirements

Section VII - Requirements of the Electronic Fare Collection System (EFCS)

A. Background

The Ministry of Transport and Highways in Sri Lanka is embarking on a transformative project to implement an Electronic Fare Collection System (EFCS). This initiative aims to transition from a cash-based fare collection system to a more efficient, cashless electronic system. The EFCS will be integrated across various modes of public transport, enhancing convenience for passengers and operational efficiency for the transport authorities. By leveraging modern technology, the project seeks to streamline fare payments, reduce operational costs, and improve the overall public transportation experience in Sri Lanka.

The bidders are required to Build, Own, and Operate (BOO) the Electronic Fare Collection System (EFCS), meeting all requirements for the public transport service of Sri Lanka. The bidder must design, build, finance, operate, and maintain (DBFOM) the EFCS, including the necessary investment, under the BOO basis modality for a project period of 8 years.

B. Objectives

1. **Enhance Passenger Convenience** Provide a seamless, cashless travel experience with various electronic payment methods, eliminating the need for cash and improving payment speed.
2. **Improve Operational Efficiency** Automate fare collection to reduce cash handling, minimize fare evasion, and enable real-time transaction processing, leading to cost savings and better service quality.
3. **Ensure Data Security and Compliance** Incorporate robust data encryption, fraud detection, and adherence to international security standards and local regulations to protect transaction data.
4. **Support Multimodal Transport Integration and Facilitate** seamless travel across different modes of public transport with an appropriate payment method, promoting public transport use and enhancing network connectivity.
5. **Provide Comprehensive Customer Support** Offer 24/7 helpdesk services, multilingual support, and a ticketing system to promptly resolve fare-related issues and enhance passenger satisfaction.

C. Scope of service

The Electronic Fare Collection system (EFCS) includes various functions and parts that aim to simplify the fare collection process in public transportation. The main function involves automatically calculating fares based on factors such as distance travelled, type of service, time of day, or predefined fare structures. The core system development should enable the integration of any POS devices, support all payment methods, and ensure interoperability across different POS machine technologies and software applications.

1. The proposed system should be capable of accepting multiple payment methods, such as contactless smart cards, mobile payments, QR codes, and traditional magnetic stripe cards.
2. The system must allow for real-time management of user balances, including the ability to reload balances and track transaction history.
3. It is essential to install devices at entry and exit points to read and validate transit cards or other payment tokens.
4. The solution provider may integrate self-service kiosks for purchasing and reloading cards, checking balances, and managing other customer interactions.
5. Development of necessary apps for managing accounts, checking balances, reloading cards, planning routes, and viewing transaction history.
6. The core system will serve as the primary hub to facilitate transactions, payments, monitoring, dealing with fare tables, and connecting with relevant banks, mobile payment apps, POS machines, and existing transit card vendor machines.

D. General Requirements

Central Core System Requirements for Automated Fare Collection

No	Table No	Description
01	Table 1	Core System Functionality
02	Table 2	Information Security
03	Table 3	Infrastructure
04	Table 4	Compliance
05	Table 5	Performance Requirement
06	Table 6	Support and Maintenance
07	Table 7	Report Requirements
08	Table 8	Integration and Scalability
09	Table 9	Documentation
10	Table 10	Data Ownership
11	Table 11	Fare Settlement

Table 1: Core System Functionality

No	Cluster	Description
01	Core System	The core system must be interoperable and facilitate integration with various payment technologies such as NFC, QR codes, mobile payments, Internet Payment Gateways (IPGs), credit cards, debit cards, etc.
02	Core System	Data should be stored in a centralized database with necessary redundancy and replication. The database shall facilitate to store of all transactional information with required security, auditing, and necessary enhancement features.
03	Core System	The transaction processing must be real-time and include essential data management features.
04	Core System	The core system must provide necessary APIs for remote POS machines, including POS readers and Top-up machines. Additionally, the core system functionality should enable communication between two different manufacturers of POS machines.
05	Core System	The system will provide support for multiple languages, including user interfaces, help, and documentation.
06	Core System	The system must be fully responsive for all devices and web-based. It should have a dashboard providing the necessary information for decision-making and monitoring.
07	Core System	A comprehensive user management module should be enabled, incorporating all necessary user management features.
08	Core System	It should also be maintainable, expandable, and interoperable with

		future enhancements and requirements.
09	Core System	The core system must maintain high reliability of data and necessary security mechanisms.
10	Core System	Transit data should be available for authorized parties with proper authorization and authentication while maintaining required data protection.
11	Core System	The core system must be interoperable with any transit card technology, including POS machines, transit cards, data connectivity, connectivity with respective banks, internet payment gateways, etc.
12	Core System	The proposed system should include authentication and authorization measures to enhance security, along with audit logs for data verification and auditing purposes.
13	Core System	The core system shall be capable of defining transaction costs for every connected vendor, device, or any other form of connectivity. It should maintain transaction efficiency regardless of the vendor or device.
14	Core System	The core system shall act as the primary hub to facilitate transactions, payments, monitoring, dealing with fare tables, and connectivity with relevant banks, mobile payment apps, POS machines, and existing transit card vendor machines.
15	Core System	The core system shall be able to facilitate future bookings, receive payments, and maintain necessary modifications such as cancellations and changes.
16	Core System	The core system must maintain the necessary tracking methodology to track vehicle movement for fare calculation.
17	Core System	The proposed solution shall support Multi-Modal Support, including seamless travel across different modes of transport.

Table 2: Information Security

No	Cluster	Description
01	Security	Must ensure compliance with international security standards. Also, needs to ensure compliance with ISO 27001, 27002, and other acceptable industry standards.
02	Security	There shall be a fraud detection system in place to monitor for unusual activity and potential fraud, to protect both the system and users.
03	Security	There shall be data encryption for all necessary transactions, and the solution provider must ensure that to maintain efficiency in storing and accessing data.
04	Security	The system implementation must be validated with support and guidance from the Sri Lanka Computer Emergency Readiness Team (SLCERT). Additionally, the solution provider should accommodate any enhancements suggested by the SLCERT.
05	Security	Shall include audit trails for all transactions and system changes.

Table 3: Infrastructure

No	Cluster	Description
01	Infrastructure	The solution provider must provide infrastructure for data storage. It should be scalable, easily accessible, and equipped with necessary security features for protection.
02	Infrastructure	The proposed system will provide high availability and disaster resilience. The solution provider must also ensure the shortest restoration period in any disaster scenario.
03	Infrastructure	The connectivity to the core system shall include the necessary VPN facility for required data communications.
04	Infrastructure	The solution provider must ensure that regular data backup methods have been implemented to prevent data loss in any disaster situation.

Table 4: Compliance

No	Cluster	Description
01	Compliance	Shall comply with local regulations and standards for fare collection systems.
02	Compliance	Contactless Payment Standards (ISO/IEC 14443): Ensuring that the transit cards and readers are compatible with international standards for contactless payments.
03	Compliance	Near Field Communication (NFC) Standards: Compliance with NFC standards for mobile payments and interactions.
04	Compliance	Regulatory Compliance for Public Transport by National Transport Commission.
05	Compliance	The proposed system shall comply with the standards described by CIPURSE and Open Standards for Public Transport (OSPT).
06	Compliance	The system should have user-friendly interfaces for loading cards, checking balances, and making transactions, ensuring accessibility for users with disabilities in compliance with standards such as ADA and WCAG.

Table 5: Performance Requirement

No	Cluster	Description
01	Performance	Shall ensure high performance with minimal latency in transaction processing.
02	Performance	The proposed system shall be able to integrate hardware and software from multiple vendors.
03	Performance	The system shall have a high availability rate (e.g., 99.9% or higher) to ensure continuous service.
04	Performance	The system shall handle a high volume of transactions simultaneously, especially during peak hours, without compromising speed.

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Table 6: Support and Maintenance

No	Cluster	Description
01	Maintenance	Identifying and fixing software bugs or errors that can cause the system to malfunction.
02	Maintenance	Improving software efficiency to enhance performance and speed.
03	Maintenance	Optimizing the use of hardware and software resources to ensure smooth operations.
04	Maintenance	Regularly updating the software to protect against new security threats and vulnerabilities.
05	Maintenance	Conducting periodic security audits to identify and address potential security risks.
06	Maintenance	Ensuring compatibility with new hardware, software, and third-party systems.
07	Maintenance	Maintaining compliance with relevant industry standards and regulations.
08	Maintenance	Ensuring the software remains compliant with changing legal and regulatory requirements.
09	Maintenance	Updating software policies and settings to reflect changes in regulations or organizational policies.
10	Maintenance	Safely decommissioning outdated software components that are no longer supported or required.
11	Maintenance	Must include regular system maintenance and updates. Any system upgrades should be applied without interrupting system functionality.
12	Help Desk	The help-desk support should be available 24/7, and the solution provider must ensure that all incidents are addressed within the minimum time period.
13	Help Desk	Should have a ticketing system for issue tracking and resolution.
14	Help Desk	Must provide customer support for end-users (passengers) for fare-related issues.
15	Help Desk	Should have a multilingual support team to assist users.
16	Help Desk	It is necessary to have a process in place to address customer complaints in transit card operations.

Table 7: Report Requirements

No	Cluster	Description
01	Transactional Reports	Summary and detailed reports of daily transactions, including fare collected, number of users, and types of tickets used.
02	Transactional Reports	Analysis of transaction volumes during different times of the day to identify peak usage periods.
03	Transactional Reports	Logs and analysis of failed or declined transactions to identify and address potential issues.
04	Revenue Reports	Reports detailing fare revenue collected over various periods.
05	Revenue Reports	Breakdown of revenue generated by different transportation

		modes (e.g., various bus entities and trains).
06	Revenue Reports	Analysis of revenue generated in different geographic zones or specific routes.
07	User Activity Reports	Analysis of individual and aggregate user travel patterns to identify trends and preferences.
08	Card Management	Data on the number of cards issued, activated, deactivated, and expired.
09	Card Management	Reports on the frequency and amount of card reloading activities.
10	Card Management	Logs and analysis of reported lost or stolen cards and actions taken.
11	Operational Performance	Metrics on system availability and uptime, including downtime incidents and durations.
12	Operational Performance	Analysis of the speed of transaction processing at entry and exit points.
13	Operational Performance	Performance data on card readers, kiosks, and other hardware components.
14	Customer Service Reports	Summaries of user feedback and complaints, along with actions taken to address them.
15	Accounting Reconciliation	Detailed reports for financial reconciliation and accounting purposes.
16	Accounting Reconciliation	Reports on operational and maintenance expenses related to the transit card system.
17	Accounting Reconciliation	Analysis of revenue versus costs to assess the financial performance of the system.
18	Usage Analysis	Data on the most and least popular routes and stations.
19	Usage Analysis	Analysis of average trip duration and variations.
20	Usage Analysis	Reports on vehicle occupancy rates and load factors.
21	Strategic Planning and	Analysis to support capacity planning and infrastructure development.
22	Strategic Planning and	Predictive analytics for future demand based on current and historical data.
23	Strategic Planning and	Reports on various scenarios to support strategic decision-making and contingency planning.
24	Strategic Planning and	The proposed shall enable with customized report generating facility.

Table 8: Integration and Scalability

No	Cluster	Description
01	Integration and Scalability	The developer shall provide seamless integration with existing transportation management systems.
02	Integration and Scalability	The developer shall be able to scale to accommodate increasing numbers of operators and transactions.
03	Integration and Scalability	It should also be maintainable, expandable, and interoperable with future enhancements and requirements.

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Table 9: Documentation

No	Cluster	Description
01	Overview Reports	Detailed diagrams and descriptions of the system architecture, including hardware, software, and network components.
02	DSRS and SRS	The solution provider shall submit Detailed Software Requirement Specification (DSRS) and Software Requirement Specification (SRS).
03	Overview Reports	Documentation of all system components and their interactions, including card readers, kiosks, backend servers, and mobile apps.
04	Training Documentation	Comprehensive training manuals for system operators, customer service staff, and maintenance personnel.
05	Training Documentation	Detailed training plans and schedules for on boarding new staff and updating existing staff on new features and procedures.
06	Training	Must offer comprehensive training programs for operators and staff.
07	Integration	Documentation of all APIs and interfaces used by the system, including integration guidelines for third-party developers.

Table 10: Data Ownership

No	Cluster	Description
01	Data Ownership	Complete data ownership shall remain under National Transport Commission.
02	Data Sharing	No data can be shared without consent from National Transport Commission.

Table 11: Fare Settlement

No	Cluster	Description
01	Fare Account	Collection of fare shall be maintained in an account belonging to the Government of Sri Lanka, with ownership belonging to the National Transport Commission.
02	Percentage Transfer	Daily transactions in Sri Lankan Rupees will be transferred to the bus operator twice a day, with intervals provided by the National Transport Commission.
03	Commission Transfer	An agreed portion of the commission in Sri Lankan Rupees will be transferred to the selected bidder daily.
04	Percentage Transfer	A percentage of the travel fare in Sri Lankan Rupees shall be transferred to the respective national regulatory authority for monitoring and administration from the revenue of the respective operator.

E. Experience of the Bidder

A bidder must have successfully completed at least one project in the Electronic Fare Collection System (EFCS) within the last five years. Additional details on bidder experience are outlined in the marking scheme (Section 3: Evaluation Criteria).

F. Implementation Approach

The approach for implementing the Electronic Fare Collection System (EFCS) involves a structured and systematic process to ensure successful deployment and integration of the software into the existing transportation infrastructure. The detailed implementation approach is described in section four: Phase-wise Implementation.

G. Phase-wise Implementation

Phase 1: Sri Lanka Transport Board (SLTB) route No 120

- Pilot Project on Route 120: Implement the EFCS on the 120 Route to test and refine the system.
- Timeline: 3 Months

Phase 2: SLTB and Private Intra-Province Buses in Western Province

- Rollout: Implement the EFCS on all SLTB and private intra-province buses in the Western Province.
- Timeline: 6 months

Phase 3: SLTB and Private Inter-Provincial Buses

- Rollout: Implement the EFCS on all SLTB and Private inter-provincial buses.
- Timeline: 3 months

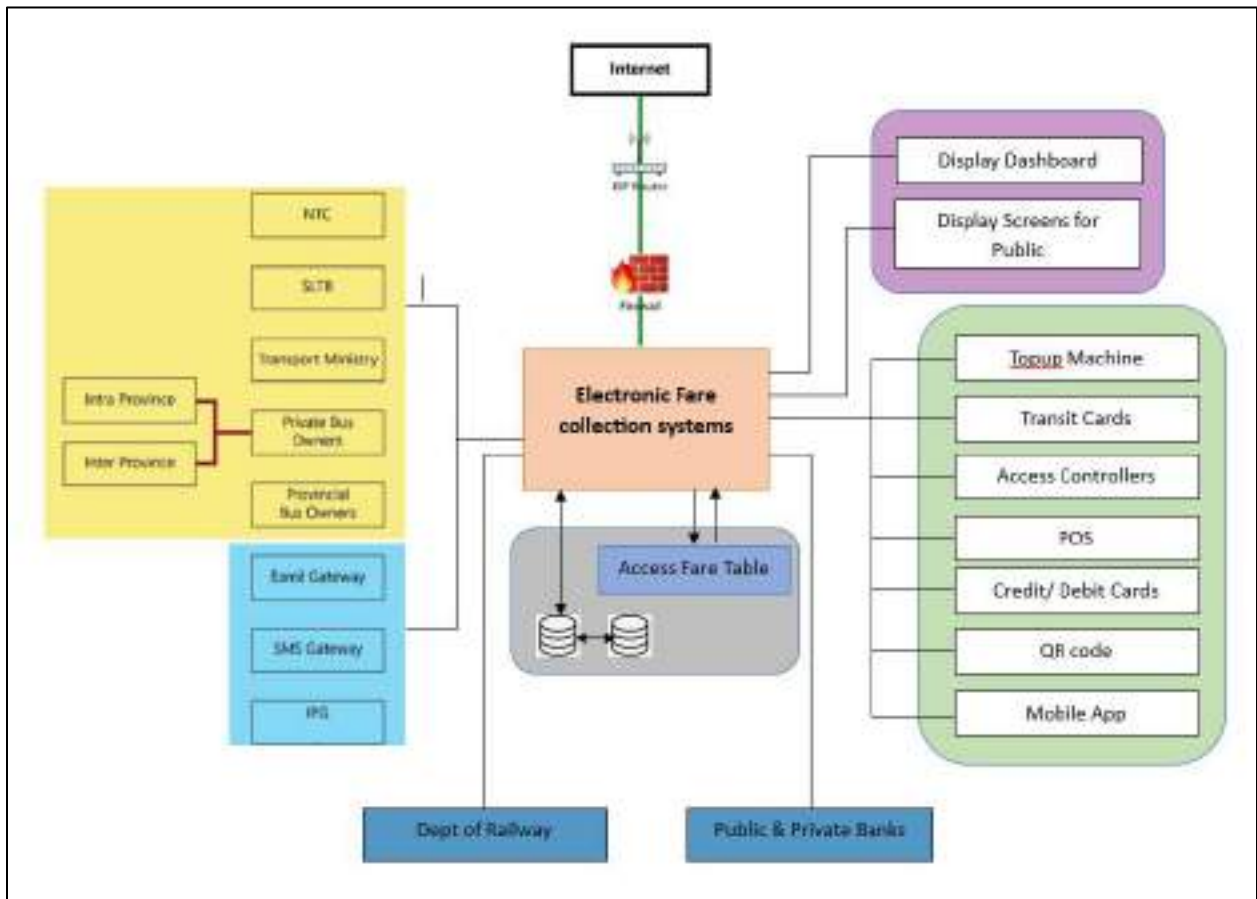
Phase 4: SLTB and Private Intra-Province Buses in Other 8 Provinces

- Implementation: Roll out the EFCS on private intra-province buses in each of the other 8 provinces.
- This phase can be implemented in a sequential manner: for example, starting with the southern province, then moving to the central province, and continuing to other provinces as convenient.
- Timeline: 4 months

H. Implementation Schedule

Months	1	2	3	4	5	6	7	8	9
Phase I									
Phase II									
Phase III									
Phase IV									

I. Core System Diagram



PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII -GENERAL CONDITIONS OF CONTRACT

A. Contract and Interpretation

1.Definitions	<p>1.1 In this Contract, the following terms shall be interpreted as indicated below.</p> <p>(a) contract elements</p> <p>(i) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.</p> <p>(ii) “Contract Documents” means the documents specified in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments to these Documents).</p> <p>(iii) “Contract Agreement” means the agreement entered into between the Purchaser and the Supplier using the form of Contract Agreement contained in the Sample Contractual Forms Section of the bidding documents and any modifications to this form agreed to by the Purchaser and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.</p> <p>(iv) “GCC” means the General Conditions of Contract.</p> <p>(v) “SCC” means the Special Conditions of Contract.</p> <p>(vi) “Technical Requirements” means the Technical Requirements in Section VII of the bidding documents.</p> <p>(vii) “Implementation Schedule” means the Implementation Schedule in Section VII of the bidding documents.</p> <p>viii) “Contract Price” means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.</p> <p>(ix) “Procurement Regulations” refers to the edition specified in the SCC of the World Bank “Procurement Regulations for IPF Borrowers”.</p> <p>(x) “bidding documents” refers to the collection of documents issued by the Purchaser to instruct and inform potential suppliers of the processes for bidding, selection of the winning bid, and Contract formation, as well as the contractual conditions governing the relationship between the Purchaser and the Supplier. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the bidding documents reflect the Procurement Regulations that the Purchaser is obligated to follow</p>
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	during procurement and administration of this Contract.
	<p>(b) entities</p> <p>(i) “Purchaser” means the entity purchasing an Electronic Fare Collection System, as specified in the SCC.</p> <p>(ii) “Project Manager” means the person named as such in the SCC or otherwise appointed by the Purchaser in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the Purchaser.</p> <p>(iii) “Supplier” means the firm or Joint Venture whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</p> <p>(iv) “Supplier’s Representative” means any person nominated by the Supplier and named as such in the Contract Agreement or otherwise approved by the Purchaser in the manner provided in GCC Clause 18.2 (Supplier’s Representative) to perform the duties delegated by the Supplier.</p> <p>(v) “Subcontractor” means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is subcontracted directly or indirectly by the Supplier.</p> <p>(vi) “Adjudicator” means the person named in Appendix 2 of the Contract Agreement, appointed by agreement between the Purchaser and the Supplier to make a decision on or to settle any dispute between the Purchaser and the Supplier referred to him or her by the parties, pursuant to GCC Clause 43.1 (Adjudication).</p>
	<p>(c) scope</p> <p>(i) “Electronic Fare Collection System” also called “the System,” means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier’s Equipment), together with the Services to be carried out by the Supplier under the Contract.</p> <p>(ii) “Subsystem” means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.</p> <p>(iii) “Information Technologies” means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.</p> <p>(iv) “Goods” means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply</p>

and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier's Equipment.

- (v) "Services" means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support.
- (vi) "The Project Plan" means the document to be developed by the Supplier and approved by the Purchaser, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier's bid. The "Agreed Project Plan" is the version of the Project Plan approved by the Purchaser, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- (vii) "Software" means that part of the System which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.
- (viii) "System Software" means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., "firmware"), operating systems, communications, system and network management, and utility software.
- (ix) "General-Purpose Software" means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General-Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.
- (x) "Application Software" means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may

	<p>agree in writing to be Application Software.</p> <p>(xi) “Standard Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.</p> <p>(xii) “Custom Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.</p> <p>(xiii) “Source Code” means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).</p> <p>(xiv) “Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Purchaser under the Contract.</p> <p>(xv) “Standard Materials” means all Materials not specified as Custom Materials.</p> <p>(xvi) “Custom Materials” means Materials developed by the Supplier at the Purchaser’s expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.</p> <p>(xvii) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.</p> <p>(xviii) “Supplier’s Equipment” means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.</p>
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	<p>(d) activities</p> <p>(i) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the current edition Inco terms specified in the Contract.</p> <p>(ii) “Installation” means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).</p> <p>(iii) “Pre-commissioning” means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).</p> <p>(iv) “Commissioning” means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause 27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test(s).</p> <p>(v) “Operational Acceptance Tests” means the tests specified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).</p> <p>(vi) “Operational Acceptance” means the acceptance by the Purchaser of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause 27.3 (Operational Acceptance).</p>
	<p>(e) place and time</p> <p>(i) “Purchaser’s Country” is the country named in the SCC.</p> <p>(ii) “Supplier’s Country” is the country in which the Supplier is legally organized, as named in the Contract Agreement.</p> <p>(iii) Unless otherwise specified in the SCC “Project Site(s)” means the place(s) in the Site Table in the Technical Requirements Section for the supply and installation of the System.</p> <p>(iv) “Eligible Country” means the countries and territories eligible for participation in procurements financed by the World Bank as defined in the Procurement Regulations.</p> <p>(v) “Day” means calendar day of the Gregorian Calendar.</p> <p>(vi) “Week” means seven (7) consecutive Days, beginning the day of the week</p>

	<p>as is customary in the Purchaser’s Country.</p> <p>(vii) “Month” means calendar month of the Gregorian Calendar.</p> <p>(viii) “Year” means twelve (12) consecutive Months.</p> <p>(ix) “Effective Date” means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Subsystem(s).</p> <p>(x) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Purchaser and Supplier in relation to the System, as unless otherwise specified in the SCC, the Contract shall continue in force until the Information System and all the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract.</p> <p>(xi) “Defect Liability Period” (also referred to as the “Warranty Period”) means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Subsystem(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Subsystem[s]) as provided in GCC Clause 29 (Defect Liability).</p> <p>(xii) “The Coverage Period” means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.</p> <p>(xiii) “The Post-Warranty Services Period” means the number of years defined in the SCC (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s).</p>
2.Contract Documents	2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.
3.Interpretation	3.1 Governing Language
	<p>3.1.1 Unless otherwise specified in the SCC, all Contract Documents and related correspondence exchanged between Purchaser and Supplier shall be written in the language of these bidding documents (English), and the Contract shall be construed and interpreted in accordance with that language.</p> <p>3.1.2 If any of the Contract Documents or related correspondence are prepared in</p>

a language other than the governing language under GCC Clause 3.1.1 above, the translation of such documents into the governing language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costs and risks of such translation.

3.2 Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

3.3 Headings

The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

3.4 Persons

Words importing persons or parties shall include firms, corporations, and government entities.

3.5 Inco terms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by the Inco terms

Inco terms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Course Albert 1er, 75008 Paris, France.

3.6 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and Supplier with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.

3.7 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

3.8 Independent Supplier

The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.

Subject to the provisions of the Contract, the Supplier shall be solely responsible

for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Purchaser.

3.9 Joint Venture

If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

3.10 No waiver

3.10.1 Subject to GCC Clause 3.10.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.10.2 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.11 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.12 Country of Origin

"Origin" means the place where the Information Technologies, Materials, and other Goods for the System were produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, Software development, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The Origin of Goods and Services is distinct from the nationality of the Supplier and may be different.

4.Notices	<p>4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to GCC Clause 4.3below, by personal delivery, airmail post, special courier, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.</p>
	<p>4.1.1 Any notice sent by facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.</p> <p>4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by airmail or special courier.</p> <p>4.1.3 Any notice delivered personally or sent by facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.</p> <p>4.1.4 Either party may change its postal, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notices to the other party in writing.</p> <p>4.2 Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.</p> <p>4.3 Pursuant to GCC Clause 18, notices from/to the Purchaser are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or for any other reason, the Purchaser or Supplier may give and receive notices at their fallback addresses. The address of the Project Manager and the fallback address of the Purchaser are as specified in the SCC or as subsequently established/amended. The address of the Supplier's Representative and the fallback address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.</p>
5.Governing Law	<p>5.1 The Contract shall be governed by and interpreted in accordance with the laws of the country specified in the SCC.</p> <p>5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when</p> <p>(a) as a matter of law or official regulations, the Borrower's country prohibits</p>

	<p>commercial relations with that country; or</p> <p>5.3 by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>
6.Fraud and Corruption	<p>6.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in the Appendix to the GCC.</p> <p>6.2 The Purchaser requires the Suppliers to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>

B. Subject Matter of Contract

7.Scope of the System	<p>7.1 Unless otherwise expressly limited in the SCC or Technical Requirements, the Supplier’s obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the Design, Build, Finance, Operate, and Maintain of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed Project Plan.</p>
	<p>7.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.</p> <p>7.3 The Supplier’s obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier’s bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as specified in the SCC, including the relevant terms, characteristics, and timings.</p>
8.Time for Commencement and Operational	<p>8.1 The Supplier shall commence work on the System within the period specified in the SCC, and without prejudice to GCC Clause 28.2, the Supplier shall thereafter proceed with the System in accordance with the</p>

Acceptance	time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan.
	8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).
9.Supplier's Responsibilities	9.1 The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.
	<p>9.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Purchaser and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available)and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days 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.</p> <p>9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause 41.2.</p>
	<p>9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Purchaser's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Purchaser under GCC Clause 10.4 and that are necessary for the performance of the Contract.</p> <p>9.5 The Supplier shall comply with all laws in force in the Purchaser's Country.</p>

	<p>The laws will include all national, provincial, municipal, or other laws of the purchaser’s country that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the Purchaser to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Purchaser.</p>
	<p>9.6 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.</p> <p>9.7 Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).</p> <p>9.8 Pursuant to paragraph 2.2 e. of Appendix B to the General Conditions the Supplier shall permit and shall cause its subcontractors and sub consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier’s and its Subcontractors’ and sub consultants’ attention is drawn to Sub-Clause 6.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).</p> <p>9.9 The Supplier shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.</p>
	<p>9.10 Unless otherwise specified in the SCC the Supplier shall have no other Supplier responsibilities.</p>
10. Purchaser’s Responsibilities	<p>10.1 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser to the Supplier, except when otherwise expressly stated in the Contract.</p>
	<p>10.2 The Purchaser shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed Project Plan (pursuant to GCC Clause 19.2) within the time</p>

	<p>schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1 (b).</p> <p>10.3 The Purchaser shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.</p> <p>10.4 If requested by the Supplier, the Purchaser shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier.</p> <p>10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed Project Plan, or other parts of the Contract, the Purchaser shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.</p> <p>10.6 The Purchaser shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Purchaser may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.</p> <p>10.7 Unless otherwise specified in the Contract or agreed upon by the Purchaser and the Supplier, the Purchaser shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan.</p> <p>10.8 The Purchaser will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed Project Plan, or other parts of the Contract.</p> <p>10.9 The Purchaser assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the</p>
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	<p>Supplier’s responsibilities after the date of Operational Acceptance otherwise specified in the Contract.</p> <p>10.10 The Purchaser is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.</p> <p>10.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Purchaser, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test(s), in accordance with GCC Clause 27.2.</p> <p>10.12 Unless otherwise specified in the SCC the Purchaser shall have no other Purchaser responsibilities.</p>
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C. Payment

11. Contract Price	11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
	11.2 Unless an adjustment clause is provided for in the SCC, the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;
	11.3 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.
12. Terms of Payment	12.1 Payment will be made as a fixed price per ticket transaction (OTT) for the design, build, finance, operation, and maintenance (DBFOM) of the Electronic Fare Collection System (EFCS) under the Build-Own-Operate (BOO) modality for a project period of 8 years.
13. Securities	13.1 Issuance of Securities The Supplier shall provide the securities specified below in favor of the Purchaser at the times and in the amount, manner, and form specified below.
	13.2 Performance Security 13.2.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency specified in the SCC. 13.2.2 The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the bidding documents, or it shall be in

	<p>another form acceptable to the Purchaser.</p> <p>13.2.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than twenty-eight (28) days after its expiration.</p> <p>13.2.4 Upon Operational Acceptance of the entire System, the security shall be reduced to the amount specified in the SCC, on the date of the Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier.</p>
<p>14. Taxes and Duties</p>	<p>14.1 For Goods or Services supplied from outside the Purchaser’s country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser’s country. Any duties, such as importation or customs duties, and taxes and other levies, payable in the Purchaser’s country for the supply of Goods and Services from outside the Purchaser’s country are the responsibility of the Purchaser unless these duties or taxes have been made part of the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to, in which case the duties and taxes will be the Supplier’s responsibility.</p>
	<p>14.2 For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Purchaser. The only exception are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in the Purchaser’s country, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.</p> <p>14.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in the Purchaser’s Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p> <p>14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in the Purchaser’s Country (also called “Tax” in this GCC Clause 14.4). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by</p>

	addition to or reduction from the Contract Price, as the case may be.
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D. Intellectual Property

15. Copyright	15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
	<p>15.2 The Purchaser agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except that additional copies of Standard Materials may be made by the Purchaser for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.</p> <p>The Purchaser retains sole rights to assign, license, or transfer the use of both Standard Software and Custom Software, unless otherwise stated in the Standard Contract Conditions (SCC) or specified within the relevant license agreement. In the case of Custom Software and materials outlined in Appendices 4 and 5 of the Contract Agreement, ownership of Intellectual Property Rights shall vest with the Purchaser upon creation or contract date. The Supplier is obligated to facilitate any necessary actions to ensure the Purchaser's full rights over these assets, including addressing moral rights if required by law and requested by the Purchaser.</p>
	15.3 Unless otherwise specified in the SCC, escrow arrangements shall NOT be required.
16. Software License Agreements	16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Purchaser, the Supplier hereby grants to the Purchaser license to access and use the Software, including all inventions, designs, and marks embodied in the Software.
	<p>Such license to access and use the Software shall:</p> <p>(a) be:</p> <p>(i) nonexclusive;</p> <p>(ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);</p> <p>(iii) unless otherwise specified in the SCC valid throughout the territory of the Purchaser's Country;</p> <p>(iv) unless otherwise specified in the SCC subject to NO additional restrictions.</p> <p>(b) permit the Software to be:</p> <p>(i) used or copied for use on or with the computer(s) for which it was acquired</p>

	<p>(if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;</p> <ul style="list-style-type: none"> (ii) used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's bid specifies a class of computer to which the license is restricted, the replacement computer(s) is(are) within that class; (iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access; (iv) reproduced for safekeeping or backup purposes; (v) customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract; (vi) unless otherwise specified in the SCC, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Purchaser may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and (vii) unless otherwise specified in the SCC disclosed to, and reproduced for use by, NO other parties.
	<p>16.2 The Supplier has the right to audit the Standard Software to verify compliance with the above license agreements. Unless otherwise specified in the SCC, the Purchaser will make available to the Supplier, within seven (7) days of a written request, accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between the Purchaser and the Supplier, Purchaser will allow, under a pre-specified agreed procedure, the execution of embedded software functions under Supplier's control, and unencumbered transmission of resulting information on software usage.</p>
<p>17. Confidential Information</p>	<p>17.1 Unless otherwise specified in the SCC, the "Receiving Party" (either the Purchaser or the Supplier) shall keep confidential and shall not, without the</p>

	<p>written consent of the other party to this Contract (“the Disclosing Party”), divulge to any third party any documents, data, or other information of a confidential nature (“Confidential Information”) connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.</p>
	<p>17.2 For the purposes of GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Purchaser or the Purchaser’s use of the System.</p> <p>17.3 Notwithstanding GCC Clauses 17.1 and 17.2:</p> <ul style="list-style-type: none"> (a) the Supplier may furnish to its Subcontractor Confidential Information of the Purchaser to the extent reasonably required for the Subcontractor to perform its work under the Contract; and (b) the Purchaser may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries, <p>in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party’s obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party.</p>
	<p>17.4 The Purchaser shall not, without the Supplier’s prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Purchaser’s prior written consent, use any Confidential Information received from the Purchaser for any purpose other than those that are required for the performance of the Contract.</p> <p>17.5 The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:</p> <ul style="list-style-type: none"> (a) now or hereafter enters the public domain through no fault of the Receiving Party; (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party; (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

	<p>17.6 The above provisions of this GCC Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.</p> <p>17.7 Unless otherwise specified in the SCC, the provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for three (3) years.</p>
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E. Design, Build, Finance, Operate, and Maintain of the System

<p>18. Representatives</p>	<p>18.1 Project Manager</p> <p>If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Purchaser shall appoint and notify the Supplier in writing of the name of the Project Manager. The Purchaser may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. Unless otherwise specified in the SCC (if any), the Project Manager shall have the authority to represent the Purchaser on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Purchaser pursuant to GCC Clause 4.</p>
	<p>18.2 Supplier’s Representative</p> <p>18.2.1 If the Supplier’s Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier’s Representative and shall request the Purchaser in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier’s Representative. If the Purchaser does not object to the appointment within fourteen (14) days, the Supplier’s Representative shall be deemed to have been approved. If the Purchaser objects to the appointment within fourteen (14) days giving the reason there for, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 18.2.1.</p> <p>18.2.3 The Supplier shall not revoke the appointment of the Supplier’s Representative without the Purchaser’s prior written consent, which shall not be unreasonably withheld. If the Purchaser consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier’s Representative, pursuant to the procedure set out in GCC</p>

	<p>Clause 18.2.1.</p> <p>18.2.4 The Supplier’s Representative and staff are obliged to work closely with the Purchaser’s Project Manager and staff, act within their own authority, and abide by directives issued by the Purchaser that are consistent with the terms of the Contract. The Supplier’s Representative is responsible for managing the activities of its personnel and any subcontracted personnel.</p> <p>18.2.5 The Supplier’s Representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier’s Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.</p> <p>18.2.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause 18.2.5 shall be deemed to be an act or exercise by the Supplier’s Representative.</p> <p>18.3 Objections and Removals</p> <p>18.3.1 The Purchaser may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the Purchaser, may have behaved inappropriately, be incompetent, or be negligent. The Purchaser shall provide evidence of the same, whereupon the Supplier shall remove such person from work on the System.</p> <p>18.3.2 If any representative or person employed by the Supplier is removed in accordance with GCC Clause 18.3.1, the Supplier shall, where required, promptly appoint a replacement.</p>
19.Project Plan	<p>19.1 In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Supplier’s bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Technical Requirements.</p>
	<p>19.2 Unless otherwise specified in the SCC, within thirty (30) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Purchaser. The Purchaser shall, within fourteen (14) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called “non-conformities” below). The Supplier shall, within five (5) days</p>

	<p>of receipt of such notification, correct the Project Plan and resubmit to the Purchaser. The Purchaser shall, within five (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Purchaser shall provide confirmation in writing to the Supplier. This approved Project Plan (“the Agreed Project Plan”) shall be contractually binding on the Purchaser and the Supplier.</p> <p>19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 39 and 40.</p> <p>19.4 The Supplier shall undertake to Design, Build, Finance, Operate, and Maintain of the System in accordance with the Agreed Project Plan and the Contract.</p> <p>19.5 Unless otherwise specified in the SCC, the Supplier shall submit to the Purchaser Monthly Progress Reports summarizing:</p> <ul style="list-style-type: none"> (i) results accomplished during the prior period; (ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan; (iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule; (iv) other issues and outstanding problems; proposed actions to be taken; (v) resources that the Supplier expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period; (vi) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness. <p>19.6 The Supplier shall submit to the Purchaser other (periodic) reports as specified in the SCC.</p>
20. Subcontracting	N.A
21.Design and Engineering	<p>21.1 Technical Specifications and Drawings</p> <p>21.1.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.</p>

The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

21.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Project Manager.

21.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with GCC Clause 39.3.

21.3 Approval/Review of Controlling Technical Documents by the Project Manager

21.3.1 Unless otherwise specified in the SCC, there will NO Controlling Technical Documents required. However, if the SCC specifies Controlling Technical Documents, the Supplier shall prepare and furnish such documents for the Project Manager’s approval or review.

Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager’s approval of these documents.

GCC Clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager’s approval, but not to those furnished to the Project Manager for its review only.

21.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager’s approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

	<p>21.3.3 The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.</p> <p>21.3.4 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager’s approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.</p> <p>21.3.5 If any dispute occurs between the Purchaser and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 43.1 (Adjudication). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager’s instructions, provided that if the Adjudicator upholds the Supplier’s view on the dispute and if the Purchaser has not given notice under GCC Clause 43.1.2, then the Supplier shall be reimbursed by the Purchaser for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.</p> <p>21.3.6 The Project Manager’s approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.</p> <p>21.3.7 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager’s approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.</p>
22.Procurement, Delivery, and	22.1 Subject to related Purchaser’s responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the

Transport	Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.
	<p>22.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.</p> <p>22.3 Early or partial deliveries require the explicit written consent of the Purchaser, which consent shall not be unreasonably withheld.</p> <p>22.4 Transportation</p> <p>22.4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Purchaser’s instructions to the Supplier.</p> <p>22.4.2 The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Inco terms.</p> <p>22.4.3 Unless otherwise specified in the SCC, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.</p> <p>22.5 Unless otherwise specified in the SCC, the Supplier will provide the Purchaser with shipping and other documents, as specified below:</p> <p>22.5.1 For Goods supplied from outside the Purchaser’s Country:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the insurance company contracted by the Supplier to provide cargo insurance by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate, with a copy to the cargo insurance company:</p> <ul style="list-style-type: none"> (a) two copies of the Supplier’s invoice showing the description of the Goods, quantity, unit price, and total amount; (b) usual transportation documents; (c) insurance certificate; (d) certificate(s) of origin; and (e) estimated time and point of arrival in the Purchaser’s Country and at the site. <p>22.5.2 For Goods supplied locally (i.e., from within the Purchaser’s country):</p> <p>Upon shipment, the Supplier shall notify the Purchaser by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier</p>

	<p>shall promptly send the following documents to the Purchaser by mail or courier, as appropriate:</p> <ul style="list-style-type: none"> (a) two copies of the Supplier’s invoice showing the goods’ description, quantity, unit price, and total amount; (b) delivery note, railway receipt, or truck receipt; (c) certificate of insurance; (d) certificate(s) of origin; and (e) estimated time of arrival at the site.
<p>23.Product Upgrades</p>	<p>23.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause 39 (Changes to the System).</p>
	<p>23.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser’s Country, pursuant to GCC Clause 39 (Changes to the System).</p> <p>23.3 During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser’s Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its bid.</p> <p>23.4 Unless otherwise specified in the SCC, during the Warranty Period, the Supplier will provide at no additional cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser’s country, and no later than twelve (12) months after they are released in the country of origin of the Software.</p> <p>23.5 The Purchaser shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where</p>

	<p>the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty-four (24) months after the Purchaser receives a production-ready copy of a subsequent version, release, or update. The Purchaser shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.</p>
24.Implementation, Installation, and Other Services	24.1 The Supplier shall provide all Services specified in the Contract and Agreed Project Plan in accordance with the highest standards of professional competence and integrity.
	24.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its Bid) and shall not exceed the prevailing rates charged by the Supplier to other purchasers in the Purchaser’s Country for similar services.
25.Inspections and Tests	25.1 The Purchaser or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/or conformity to the Contract at the point of delivery and/or at the Project Site.
	<p>25.2 The Purchaser or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Purchaser shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.</p> <p>25.3 Should the inspected or tested components fail to conform to the Contract, the Purchaser may reject the component(s), and the Supplier shall either replace the rejected component(s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Purchaser.</p> <p>25.4 The Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier’s reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.</p> <p>25.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the</p>

	<p>System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 43 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.</p>
26.Installation of the System	<p>26.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed Project Plan, the Supplier shall so notify the Purchaser in writing.</p>
	<p>26.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section in the bidding documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Purchaser in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause 26.2 shall be repeated, as necessary, until an Installation Certificate is issued.</p> <p>26.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, or if the Purchaser puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Purchaser put the System into production operation, as the case may be.</p>
27.Commissioning and Operational Acceptance	<p>27.1 Commissioning</p> <p>27.1.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier:</p> <p>(a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or</p> <p>(b) as otherwise specified in the Technical Requirement or the Agreed Project</p>

	<p>Plan; or</p> <p>(c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3.</p>
	<p>27.1.2 The Purchaser shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning.</p> <p>Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.</p> <p>27.2 Operational Acceptance Tests</p> <p>27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Purchaser (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s]), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier’s bid, including, but not restricted to, the functional and technical performance requirements. Unless otherwise specified in the SCC, the Operational Acceptance Tests during Commissioning will be conducted as specified in the Technical Requirements and/or the Agreed Project Plan.</p> <p>At the Purchaser’s discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.</p> <p>27.2.2 If for reasons attributable to the Purchaser, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by the Purchaser and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.</p> <p>27.3 Operational Acceptance</p> <p>27.3.1 Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when</p> <p>(a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed Project Plan have been successfully completed; or</p>

	<p>(b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Purchaser within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or</p> <p>(c) the Purchaser has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Purchaser and document such use.</p> <p>27.3.2 At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.</p> <p>27.3.3 After consultation with the Purchaser, and within fourteen (14) days after receipt of the Supplier’s notice, the Project Manager shall:</p> <p>(a) issue an Operational Acceptance Certificate; or</p> <p>(b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or</p> <p>(c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.</p> <p>27.3.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Purchaser, and the Purchaser, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Purchaser of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The Purchaser shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.</p> <p>27.3.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, then either:</p> <p>(a) the Purchaser may consider terminating the Contract, pursuant to GCC Clause 41.2.2;</p> <p>or</p> <p>(b) if the failure to achieve Operational Acceptance within the specified time</p>
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	<p>period is a result of the failure of the Purchaser to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.</p> <p>27.3.6 If within fourteen (14) days after receipt of the Supplier’s notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier’s said notice.</p> <p>27.4 Partial Acceptance</p> <p>27.4.1 If so, specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.</p> <p>27.4.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so, specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned.</p> <p>27.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Purchaser or Supplier.</p>
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F. Guarantees And Liabilities

<p>28. Operational Acceptance Time Guarantee</p>	<p>28.1 The Supplier guarantees that it shall complete the Design, Build, Finance, Operate, and Maintain of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule and/or the Agreed Project Plan pursuant to GCC Clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving</p>
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	Operational Acceptance).
	<p>28.2 Unless otherwise specified in the SCC, if the Supplier fails to Design, Build, Finance, Operate, and Maintain of the System (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Purchaser liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount of ten (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2.</p> <p>28.3 Unless otherwise specified in the SCC, liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the Purchaser may have under the Contract for other delays.</p> <p>28.4 If liquidated damages are claimed by the Purchaser for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Purchaser in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.</p>
29.Defect Liability	<p>29.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. Unless otherwise specified in the SCC, there will be NO exceptions and/or limitations to this warranty with respect to Software (or categories of Software). Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.</p>
	<p>29.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent improvements in design that materially affect the</p>

	<p>System's or Subsystem's ability to fulfill the Technical Requirements.</p> <p>29.3 Unless otherwise specified in the SCC, the Supplier warrants that: (i) all Goods components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines, and (ii) they have been previously released to the market.</p> <p>29.4 Unless otherwise specified in the SCC, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for thirty-six (36) months.</p> <p>29.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.</p> <p>29.6 The Supplier shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the System arising out of or resulting from any of the following causes:</p> <ul style="list-style-type: none"> (a) improper operation or maintenance of the System by the Purchaser; (b) normal wear and tear; (c) use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or (d) modifications made to the System by the Purchaser, or a third party, not approved by the Supplier. <p>29.7 The Supplier's obligations under this GCC Clause 29 shall not apply to:</p> <ul style="list-style-type: none"> (a) any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or (b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Purchaser or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2. <p>29.8 The Purchaser shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Purchaser shall afford the</p>
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Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.

29.9 The Supplier may, with the consent of the Purchaser, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Purchaser may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, whereupon the Supplier shall carry out such tests.

If such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the Purchaser and the Supplier.

29.10 Unless otherwise specified in the SCC, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the Purchaser may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.

29.11 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the Purchaser because of such defect and/or making good of such defect.

29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, the Purchaser may choose to retain physical possession of any replaced defective information storage devices.

29.13 At the request of the Purchaser and without prejudice to any other rights and remedies that the Purchaser may have against the Supplier under the Contract, the Supplier will offer all possible assistance to the Purchaser to seek warranty services or remedial action from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation assignment or transfer in favor of the Purchaser of the benefit of

	any warranties given by such producers or licensors to the Supplier.
30.Functional Guarantees	30.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Purchaser's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance governs how technical conformance of the System to the Contract requirements will be determined.
	30.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance. 30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.
31.Intellectual Property Rights Warranty	31.1 The Supplier hereby represents and warrants that: (a) the System as supplied, installed, tested, and accepted; (b) use of the System in accordance with the Contract; and (c) copying of the Software and Materials provided to the Purchaser in accordance with the Contract do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.
32.Intellectual Property Rights Indemnity	32.1 The Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may

	<p>suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:</p> <ul style="list-style-type: none"> (a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located; (b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and
	<ul style="list-style-type: none"> (c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause 32.2.
	<p>32.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.</p> <p>32.3 Such indemnities shall also not apply if any claim of infringement:</p> <ul style="list-style-type: none"> (a) is asserted by a parent, subsidiary, or affiliate of the Purchaser's organization; (b) is a direct result of a design mandated by the Purchaser's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Bid; or (c) results from the alteration of the System, including the Materials, by the Purchaser or any persons other than the Supplier or a person authorized by the Supplier.
	<p>32.4 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Clause 32.1, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) days, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the</p>

	Supplier for all reasonable expenses incurred in so doing.
	<p>32.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Purchaser or any persons (other than the Supplier) contracted by the Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier’s breach of GCC Clause 32.8.</p>
	<p>32.6 Such indemnity shall not cover</p> <ul style="list-style-type: none"> (a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract; (b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Purchaser or any other person contracted by the Purchaser, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right. <p>32.7 Such indemnities shall also not apply:</p> <ul style="list-style-type: none"> (a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Supplier’s organization; (b) to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Purchaser or any persons contracted by the Purchaser. <p>32.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier’s, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or</p>

	claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.
33.Limitation of Liability	33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:
	<p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.</p>

G. Risk Distribution

34. Transfer of Ownership	
35. Care of the System	<p>35.1 The supplier shall become responsible for the care of the System or Subsystems upon their Delivery. The supplier shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance).</p> <p>35.2 If any loss or damage occurs to the System or any part of the System by reason of:</p> <p>(a) (insofar as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;</p> <p>(b) any use not in accordance with the Contract, by the Purchaser or any third party;</p> <p>(c) any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Purchaser, or any such matter for which</p>

	<p>the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2,</p> <p>35.3 The Supplier shall be liable for any loss of or damage to their equipment authorized to be located within the Purchaser's premises for use in fulfilling the Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Purchaser, its employees, or subcontractors.</p>
<p>36.Loss of or Damage to Property; Accident or Injury to Workers; Indemnification</p>	<p>36.1 The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in the Purchaser's Country.</p> <p>36.2 Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Purchaser or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Purchaser, its contractors, employees, officers, or agents.</p>
	<p>36.3 If any proceedings are brought or any claim is made against the Purchaser that might subject the Supplier to liability under GCC Clause 36.2, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) day period, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>36.4 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Purchaser, other than the System not yet achieving Operational Acceptance, that is caused by fire,</p>

	explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.
	36.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Purchaser to liability under GCC Clause 36.4, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.
	36.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.
37. Insurances	37.1 The Supplier must, at its own expense, obtain and maintain insurance during the performance of the Contract.
38. Force Majeure	38.1 "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:
	<ul style="list-style-type: none"> (a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war; (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts; (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority; (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics,

	<p>quarantine, and plague;</p> <p>(e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;</p> <p>(f) failure, by the Supplier, to obtain the necessary export permit(s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.</p> <p>38.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.</p> <p>38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).</p> <p>38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 38.6.</p> <p>38.5 No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:</p> <p>(a) constitute a default or breach of the Contract;</p> <p>(b) (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance,</p> <p>if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.</p> <p>38.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution,</p>
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	<p>failing which, either party may terminate the Contract by giving a notice to the other.</p> <p>38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Purchaser and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.</p> <p>38.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.</p>
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H. Change in Contract Elements

<p>39.Changes to the System</p>	<p>39.1 Introducing a Change</p> <p>39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the Purchaser shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called “Change”), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.</p>
	<p>A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with GCC Clause 23 (Product Upgrades).</p>
	<p>39.1.2 The Supplier may from time to time during its performance of the Contract propose to the Purchaser (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Purchaser may at its discretion approve or reject any Change proposed by the Supplier.</p> <p>39.1.3 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.</p> <p>39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are</p>

	<p>provided in the Sample Contractual Forms Section in the bidding documents.</p> <p>39.1.5 Moreover, the Purchaser and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be “frozen.” Any Change initiated after this time will be dealt with after Operational Acceptance.</p> <p>39.2 Changes Originating from Purchaser</p> <p>39.2.1 If the Purchaser proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Supplier a “Request for Change Proposal,” requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:</p> <ul style="list-style-type: none"> (a) brief description of the Change; (b) impact on the Time for Achieving Operational Acceptance; (c) detailed estimated cost of the Change; (d) effect on Functional Guarantees (if any); (e) effect on any other provisions of the Contract. <p>39.2.2 Prior to preparing and submitting the “Change Proposal,” the Supplier shall submit to the Project Manager a “Change Estimate Proposal,” which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier’s Change Estimate Proposal, the Purchaser shall do one of the following:</p> <ul style="list-style-type: none"> (a) accept the Supplier’s estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal; (b) advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate; (c) advise the Supplier that the Purchaser does not intend to proceed with the Change. <p>39.2.3 Upon receipt of the Purchaser’s instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Purchaser and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.</p>
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39.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

39.2.5 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the Purchaser accepts the Supplier's objection, the Purchaser shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.

39.2.6 Upon receipt of the Change Proposal, the Purchaser and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Purchaser shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the Purchaser is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If the Purchaser decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.

39.2.7 If the Purchaser and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause 6 (Settlement of Disputes).

39.3 Changes Originating from Supplier

If the Supplier proposes a Change pursuant to GCC Clause 39.1.2, the Supplier shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the

	<p>information specified in GCC Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 39.2.6 and 39.2.7. However, should the Purchaser choose not to proceed or the Purchaser and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Purchaser and the Supplier to the contrary.</p> <p>39.4 Value engineering. The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract. The value engineering proposal shall, at a minimum, include the following;</p> <ul style="list-style-type: none"> (a) the proposed change(s), and a description of the difference to the existing Contract requirements; (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and (c) a description of any effect(s) of the change on performance/functionality. <p>The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:</p> <ul style="list-style-type: none"> (a) accelerates the delivery period; or (b) reduces the Contract Price or the life cycle costs to the Purchaser; or (c) improves the quality, efficiency, safety or sustainability of the systems; or (d) yields any other benefits to the Purchaser, <p>without compromising the necessary functions of the systems.</p> <p>If the value engineering proposal is approved by the Purchaser and results in:</p> <ul style="list-style-type: none"> (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.
40.Extension of Time for Achieving Operational Acceptance	40.1 The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

	<p>(a) any Change in the System as provided in GCC Clause 39 (Change in the Information System);</p> <p>(b) any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);</p> <p>(c) default of the Purchaser; or</p> <p>(d) any other matter specifically mentioned in the Contract;</p> <p>by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.</p> <p>40.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser’s estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 43.</p> <p>40.3 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.</p>
41.Termination	41.1 Termination for Purchaser’s Convenience
	<p>41.1.1 The Purchaser may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.</p> <p>41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination</p> <p>(a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;</p> <p>(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.1.2 (d) (ii) below;</p> <p>(c) remove all Supplier’s Equipment from the site, repatriate the Supplier’s and its Subcontractors’ personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;</p>

	<p>(d) in addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall</p> <p>(i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;</p> <p>(ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;</p> <p>(iii) deliver to the Purchaser all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.</p> <p>41.1.3 In the event of termination of the Contract under GCC Clause 41.1.1, the Purchaser shall pay to the Supplier the following amounts:</p> <p>(a) the Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;</p> <p>(b) the costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and in the repatriation of the Supplier's and its Subcontractors' personnel;</p> <p>(c) any amount to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;</p> <p>(d) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2 (a); and</p> <p>(e) the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.</p> <p>41.2 Termination for Supplier's Default</p> <p>41.2.1 The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Supplier, referring to this GCC Clause 41.2:</p> <p>(a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;</p>
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- (b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or
- (c) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of the Appendix to the GCC, in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

41.2.2 If the Supplier:

- (a) has abandoned or repudiated the Contract;
- (b) has without valid reason failed to commence work on the System promptly;
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- (d) refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed Project Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the Purchaser that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended;

then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.

41.2.3 Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.2.3 (d) below;
- (c) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;

- (d) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
 - (e) deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.
- 41.2.4 The Purchaser may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.
- 41.2.5 Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the Purchaser from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.
- 41.2.6 If the Purchaser completes the System, the cost of completing the System by the Purchaser shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the Purchaser in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause 41.2.5, the Supplier shall pay the balance to the Purchaser, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Purchaser shall pay the balance to the Supplier. The Purchaser and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.
- 41.3 Termination by Supplier
- 41.3.1 If:
- (a) the Purchaser has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the SCC, or commits a substantial breach of the Contract, the Supplier may give a notice to the Purchaser that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting

documents, or specifies the breach and requires the Purchaser to remedy the same, as the case may be. If the Purchaser fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Supplier's notice; or

- (b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System;

then the Supplier may give a notice to the Purchaser of such events, and if the Purchaser has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Purchaser referring to this GCC Clause 41.3.1, forthwith terminate the Contract.

41.3.2 The Supplier may terminate the Contract immediately by giving a notice to the Purchaser to that effect, referring to this GCC Clause 41.3.2, if the Purchaser becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Purchaser takes or suffers any other analogous action in consequence of debt.

41.3.3 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:

- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 41.3.3 (d) (ii);
- (c) remove all Supplier's Equipment from the site and repatriate the Supplier's and its Subcontractor's personnel from the site.
- (d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:
 - (i) deliver to the Purchaser the parts of the System executed by the Supplier up

	<p>to the date of termination;</p> <p>(ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;</p> <p>(iii) to the extent legally possible, deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.</p> <p>41.3.4 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, the Purchaser shall pay to the Supplier all payments specified in GCC Clause 41.1.3 and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Supplier arising out of, in connection with, or in consequence of such termination.</p> <p>41.3.5 Termination by the Supplier pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.</p> <p>41.4 In this GCC Clause 41, the expression “portion of the System executed” shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.</p> <p>41.5 In this GCC Clause 41, in calculating any monies due from the Purchaser to the Supplier, account shall be taken of any sum previously paid by the Purchaser to the Supplier under the Contract, including any advance payment paid pursuant to the SCC.</p>
42. Assignment	<p>42.1 Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.</p>

I. Settlement of Disputes

43. Settlement of Disputes	43.1 Adjudication
	<p>43.1.1 If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving</p>

	<p>Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute by mutual consultation. If the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix 2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause 43.2.1.</p>
	<p>43.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Purchaser and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.</p> <p>43.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Purchaser and the Supplier.</p> <p>43.1.4 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Purchaser and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority specified in the SCC, or, if no Appointing Authority is specified in SCC, the Contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.</p> <p>43.2 Arbitration</p> <p>43.2.1 If</p> <p>(a) the Purchaser or the Supplier is dissatisfied with the Adjudicator’s decision and acts before this decision has become final and binding pursuant to GCC Clause 43.1.2, or</p> <p>(b) the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 43.1.2, and the Purchaser or the Supplier acts within the following fourteen (14) days, or</p>

	<p>(c) in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 43.1.1 expires without resolution of the dispute and the Purchaser or the Supplier acts within the following fourteen (14) days,</p> <p>then either the Purchaser or the Supplier may act to give notice to the other party, with a copy for information to the Adjudicator in case an Adjudicator had been involved, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>43.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 43.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the System.</p> <p>43.2.3 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>43.3 Notwithstanding any reference to the Adjudicator or arbitration in this clause,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;</p> <p>(b) the Purchaser shall pay the Supplier any monies due the Supplier.</p>
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APPENDIX

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders(applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "Obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-

contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁴ (ii) to be a nominated⁵ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁶ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

⁴ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁵ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁶ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

A. Contract and Interpretation

1. Definitions (GCC Clause 1)

GCC 1.1 (a) (ix)	The applicable edition of the Procurement Regulation is dated: <i>Guidelines on Government Tender Procedure - Part II</i>
GCC 1.1 (b) (i)	The Purchaser is: Ministry of Transport and Highways
GCC 1.1 (b) (ii)	The Project Manager is: Not Applicable
GCC 1.1 (e) (i)	The Purchaser's Country is: Sri Lanka
GCC 1.1 (e) (x)	<i>The Contract period is: Eight (08)</i>
GCC 1.1 (e) (xiii)	The Post-Warranty Services Period is: Supplier is expected to provide the support, maintenance, warranty and post-warranty services until the contract period is completed

2. Notices (GCC Clause 4)

GCC 4.3	Address of the Project Manager: Fallback address of the Purchaser:
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B. Subject Matter of Contract

3. Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Bid:
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4. Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within: Duration for the project implementation:
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5. Supplier's Responsibilities (GCC Clause 9)

GCC 9.9	<i>There are no Special Conditions of Contract applicable to GCC Clause 9.9</i>
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C. Payment

6. Contract Price (GCC Clause 11)

GCC 11.2	Adjustments to the Contract Price shall be as follows: If Sri Lanka Rupee exchange rate against US\$ fluctuates more than 10% based on the same rate prevailed on the date of contract, the Supplier is entitled to make a request by submitting with the appropriate supporting documents to substantiate the said claim to adjust the contract price. This will be considered by the Purchaser on case-by-case basis and also based on the cost incurred by the Supplier on foreign exchange. The source of exchange rate will be the selling exchange rate published by the Central Bank of Sri Lanka.
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7. Contract Price (GCC Clause 11)

GCC 11.2	
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8. Terms of Payment (GCC Clause 12)

GCC 12.1	Subject to the provisions of GCC Clause 12 (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. <i>The selected bidder will receive a fix payment for every transaction conducted during this period.</i> Payments for any 'Change Requests' shall be invoiced separately in accordance with GCC 39.
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9. Securities (GCC Clause 13)

GCC 13.3.1	The Performance Security shall be denominated in <i>Sri Lankan Rupees</i> for an amount equal to ten percent (5%) of the Contract Price.

GCC 13.3.4	<i>There are no Special Conditions of Contract applicable to GCC Clause 13.3.4</i>
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D. Intellectual Property

10. Copyright (GCC Clause 15)

GCC 15.3	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.3</i>
GCC 15.4	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.4</i>
GCC 15.5	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.5</i>

11. Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iv)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)</i>
GCC 16.1 (b) (vi)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi)</i>
GCC 16.1 (b) (vii)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)</i>
GCC 16.2	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.2</i>

12. Confidential Information (GCC Clause 17)

GCC 17.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 17.1</i>
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E.Design, Build, Finance, Operate, and Maintain of the System

13. Representatives (GCC Clause 18)

GCC 18.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 18.1</i>
GCC 18.2.2	<i>There are no Special Conditions of Contract applicable to GCC Clause 18.2.2</i>

14. Project Plan (GCC Clause 19)

GCC 19.1	<p>Chapters in the Project Plan may address (but not limited to) the following subjects:</p> <ul style="list-style-type: none"> <i>(a) Project Organization and Management Plan, including quality assurance, configuration management, problem escalation and resolution, etc.</i> <i>(b) Systems Development Methodology Plan</i> <i>(c) Delivery and Installation Plan</i>
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	<p>(d) <i>Integration and Data Migration Plan</i></p> <p>(e) <i>Training and Change Management Plans</i></p> <p>(f) <i>Documentation Plan</i></p> <p>(g) <i>Verification, Validation and Testing Plan</i></p> <p>(h) <i>Technical Support Plan, including Warranty Services</i></p> <p>(i) <i>Task, Time, and Resource Schedules;</i></p> <p>Proposer may use in GANTT format <i>to describe the Project plans.</i></p> <p><i>Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements.</i></p>
GCC 19.6	Any other reports as mutually agreed by the Purchaser and Supplier.

15. Design and Engineering (GCC Clause 21)

GCC 21.3.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 21.3.1</i>
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16. Product Upgrades (GCC Clause 23)

GCC 23.4	<i>There are no Special Conditions of Contract applicable to GCC Clause 23.4</i>
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17. Inspections and Tests (GCC Clause 25)

GCC 25	<i>There are no Special Conditions of Contract applicable to GCC Clause 25</i>
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18. Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 27.2.1</i>
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F. Guarantees and Liabilities

19. Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	In the event of Supplier become liable to pay liquidated damages, the full amount of liquidated damage will be recovered from the initial monthly payment/s due as per the invoiced value by the Supplier. In case the first month's invoiced value is not sufficient to recover the liquidated damages, first monthly payment will not be paid and the balance will be recovered from the subsequent monthly payments.
GCC 28.3	<i>There are no Special Conditions of Contract applicable to GCC Clause 28.3.</i>

20. Defect Liability (GCC Clause 29)

GCC 29.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.1.</i>
GCC 29.4	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.4.</i>
GCC 29.10	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.10.</i>

21. Functional Guarantees (GCC Clause 30)

GCC 30	<i>There are no Special Conditions of Contract applicable to GCC Clause 30.</i>
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G. Risk Distribution

22. Insurances (GCC Clause 37)

GCC 37.1 (c)	<i>There are no Special Conditions of Contract applicable to GCC Clause 37.1 (c).</i>
GCC 37.1 (e)	<i>There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).</i>

H. Change In Contract Elements

23. Changes to the System (GCC Clause 39)

GCC 39.4	<i>There are no Special Conditions of Contract applicable to GCC Clause 39.4.</i>
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I. Settlement Of Disputes

24. Settlement of Disputes (GCC Clause 43)

GCC 43.1.4	Not Applicable. However, a mediation/arbitration process will be proposed in the Contract.
GCC 43.2.3	<p>If the Supplier is from outside the Purchaser's Country arbitration proceedings shall be conducted in accordance with the rules of arbitration of one of the following:</p> <ul style="list-style-type: none">(a) <i>UNCITRAL</i>(b) <i>The International Chamber of Commerce (ICC)</i>(c) <i>The Arbitration Institute of the Stockholm Chamber of Commerce or</i>(d) <i>The London Court of International Arbitration.</i> <p>These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract.</p>

	<p>If the Supplier is a national of the Purchaser's Country, any dispute between the Purchaser and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of the Purchaser's country.</p>
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SECTION X - CONTRACT FORMS

A. Notification of Intention to Award

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

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

For the attention of Bidder's Authorized Representative

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

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

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

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

[IMPORTANT: insert the date that this Notification is transmitted to all participating Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

[Purchaser]: *[insert the name of the Purchaser]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFP is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	[insert name of successful Bidder]
Address:	[insert address of the successful Bidder]
Contract price:	[insert contract price of the successful Bidder]
Total combined score:	[insert the total combined score of the successful Bidder]

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

Name of Bidder	Technical Score (If applicable)	Bid price	Evaluated Bid Cost	Combined Score (if applicable)
[insert name]	[insert technical score]	[insert Bid price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert technical score]	[insert Bid price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert technical score]	[insert Bid price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert technical score]	[insert Bid price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert technical score]	[insert Bid price]	[insert evaluated cost]	[insert combined score]

3. Reason/s why your Bid was unsuccessful [Delete if the combined score already reveals the reason]

[INSTRUCTIONS; State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point-by-point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3)

Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Purchaser]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Purchaser]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the “[Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](#) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](#)” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Purchaser:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

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

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder¹. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

B. Beneficial Ownership Disclosure Form

RFP No.: *[insert number of RFPS process]*

Request for Bid No.: *[insert identification]*

To: *[insert complete name of Purchaser]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder”

Name of the Bidder: *[insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [insert month], [insert year]

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

C. Letter of Acceptance

To: _____

This is to notify you that your Bid dated _____ for execution of the _____ for the Contract Price in the aggregate of _____, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with BDS ITB 47.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

E. Contract Agreement

THIS CONTRACT AGREEMENT is made

the *[insert: ordinal]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert: Name of Purchaser]*, a *[insert: description of type of legal entity, for example, an agency of the Ministry of . . .]* of the Government of *[insert: country of Purchaser]*, or corporation incorporated under the laws of *[insert: country of Purchaser]* and having its principal place of business at *[insert: address of Purchaser]* (hereinafter called “the Purchaser”), and
- (2) *[insert: name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]*(hereinafter called “the Supplier”).

WHEREAS the Purchaser desires to engage the Supplier to Design, Build, Finance, Operate, and Maintain of the System for period of 8 years and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

Article 1.	1.1 Contract Documents (Reference GCC Clause 1.1 (a) (ii))
Contract Documents	<p>The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:</p>
	<ul style="list-style-type: none"> (a) This Contract Agreement and the Appendices attached to the Contract Agreement (b) Special Conditions of Contract (c) General Conditions of Contract (d) Technical Requirements (including Implementation Schedule)

	<p>(e) The Supplier’s bid and original Price Schedules</p> <p>(f) <i>[Add here: any other documents]</i></p>
	<p>1.2 Order of Precedence (Reference GCC Clause 2)</p> <p>In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1 above.</p> <p>1.3 Definitions (Reference GCC Clause 1)</p> <p>Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.</p>
<p>Article 2.</p> <p>Contract Price and Terms of Payment</p>	<p>2.1 The Purchaser hereby agrees to the terms of payment, which specify that the amount paid to the Supplier will be the per ticket transaction amount as specified in the Grand Summary Price Schedule.</p> <p>The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified.</p>
<p>Article 3.</p> <p>Effective Date for Determining Time for Operational Acceptance</p>	<p>3.1 Effective Date (Reference GCC Clause 1.1 (e) (ix))</p> <p>The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:</p> <p>(a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;</p> <p>(b) The Supplier has submitted to the Purchaser the performance security and the advance payment security, in</p>

	accordance with GCC Clause 13.2 and GCC Clause 13.3;
	<p>(c) The Purchaser has paid the Supplier the advance payment, in accordance with GCC Clause 12;</p> <p>Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.</p> <p>3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.</p>
Article 4.	4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.
Appendixes	4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES

- Appendix 1. Supplier’s Representative
- Appendix 2. Adjudicator *[if there is no Adjudicator, state “not applicable”]*
- Appendix 3. List of Approved Subcontractors
- Appendix 4. Categories of Software
- Appendix 5. Custom Materials
- Appendix 6. Revised Price Schedules (if any)
- Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser

Signed:

in the capacity of *[insert: title or other appropriate designation]*

in the presence of

For and on behalf of the Supplier

Signed:

in the capacity of *[insert: title or other appropriate designation]*

in the presence of

CONTRACT AGREEMENT

dated the *[insert: number]* day of *[insert: month], [insert: year]*

BETWEEN

[insert: name of Purchaser], “the Purchaser”

and

[insert: name of Supplier], “the Supplier”

Appendix 1. Supplier’s Representative

In accordance with GCC Clause 1.1 (b) (iv), the Supplier’s Representative is:

Name: *[insert: name and provide title and address further below, or state “to be nominated within fourteen (14) days of the Effective Date”]*

Title: *[if appropriate, insert: title]*

In accordance with GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative: [*as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.*]

Fallback address of the Supplier: [*as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.*]

Appendix 2. Adjudicator
[NOT APPLICABLE FOR THIS CONTRACT]

In accordance with GCC Clause 1.1 (b) (vi), the agreed-upon Adjudicator is:

Name: *[insert: name]*

Title: *[insert: title]*

Address: *[insert: postal address]*

Telephone: *[insert: telephone]*

In accordance with GCC Clause 43.1.3, the agreed-upon fees and reimbursable expenses are:

Hourly Fees: *[insert: hourly fees]*

Reimbursable Expenses: *[list: reimbursables]*

Pursuant to GCC Clause 43.1.4, if at the time of Contract signing, agreement has not been reached between the Purchaser and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

Appendix 3. List of Approved Subcontractors

[NOT APPLICABLE FOR THIS CONTRACT]

The Purchaser has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the Purchaser of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Purchaser reasonable time for review. In accordance with GCC Clause 20.1, the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Purchaser and their names have been added to this list of Approved Subcontractors, subject to GCC Clause 20.3.

[specify: item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its bid and that the Purchaser approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary.]

Item	Approved Subcontractors	Place of Registration

Appendix 6. Revised Price Schedules

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Bid. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's bid price, pursuant to the ITB Clauses 30.3 and 38.2.

Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

F. Performance and Advance Payment Security Forms

2.1 Performance Security Form (Bank Guarantee) (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

*[insert: **Bank's Name, and Address of Issuing Branch or Office**]*

Beneficiary: *[insert: **Name and Address of Purchaser**]*

Date: *[insert: **date**]*

PERFORMANCE GUARANTEE No.: *[insert: **Performance Guarantee Number**]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that on *[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for *[insert: **title and/or brief description of the Contract**]* (hereinafter called "the Contract") to *[insert: **complete name of Supplier which in the case of a joint venture shall be in the name of the joint venture**]* (hereinafter called "the Applicant"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required. At the request of the Applicant, we as Guarantor hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert: **amount(s)**⁷ **in figures and words**]* such sum being payable in the types and proportions of currencies which the Contract Price is payable upon receipt by us of the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its

⁷ *The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

obligation(s) under the contract without the Beneficiary needing to prove or to show grounds or reasons for their demand or the sum specified therein.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: amount(s)⁷ in figures and words]*. This remaining guarantee shall expire no later than *[insert: number and select: of months/of years (of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate for the System,⁸ and any demand for payment under it must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under 15 (a) is hereby excluded.

[Signature(s)]

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

⁸ *In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.*

2.2 Advance Payment Security

Bank Guarantee

[NOT APPLICABLE FOR THIS CONTRACT]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert: Name and Address of Purchaser]*

Date: *[insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[insert: Advance Payment Guarantee Number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that on *[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for *[insert: title and/or brief description of the Contract]* (hereinafter called "the Contract") to *[insert: complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert: amount in numbers and words, for each currency of the advance payment]* is to be made to the Supplier against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

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

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

- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. **This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.**

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

G. Installation and Acceptance Certificates

3.1 Installation Certificate

Date: <i>[insert: date]</i>
Loan/Credit Number: <i>[insert: loan or credit number from RFP]</i>
RFB: <i>[insert: title and number of RFP]</i>
Contract: <i>[insert: name and number of Contract]</i>

To: *[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the *[insert: name of Purchaser]* (hereinafter the “Purchaser”) dated *[insert: date of Contract]*, relating to the *[insert: brief description of the Information System]*, we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: *[insert: description]*)
2. Date of Installation: *[insert: date]*

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: *[state: “Project Manager” or state the title of a higher-level authority in the Purchaser’s organization]*

3.2 Operational Acceptance Certificate

Date: <i>[insert: date]</i>
Loan/Credit Number: <i>[insert: loan or credit number from RFP]</i>
RFB: <i>[insert: title and number of RFP]</i>
Contract: <i>[insert: name of System or Subsystem and number of Contract]</i>

To: *[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the *[insert: name of Purchaser]* (hereinafter the “Purchaser”) dated *[insert: date of Contract]*, relating to the *[insert: brief description of the Information System]*, we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Purchaser hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): *[insert: description]*
2. Date of Operational Acceptance: *[insert: date]*

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: *[state: “Project Manager” or higher-level authority in the Purchaser’s organization]*

H. Change Order Procedures and Forms

Date: <i>[insert: date]</i>
Loan/Credit Number: <i>[insert: loan or credit number from RFP]</i>
RFB: <i>[insert: title and number of RFP]</i>
Contract: <i>[insert: name or System or Subsystem and number of Contract]</i>

General

This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause 39 (Changes to the System) of the Contract.

Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Purchaser.

References to Changes

- (1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.
- (2) Change Estimate Proposals shall be numbered CN-nnn.
- (3) Estimate Acceptances shall be numbered CA-nnn.
- (4) Change Proposals shall be numbered CP-nnn.
- (5) Change Orders shall be numbered CO-nnn.

On all forms, the numbering shall be determined by the original CR-nnn.

Annexes

- 4.1 Request for Change Proposal Form
- 4.2 Change Estimate Proposal Form
- 4.3 Estimate Acceptance Form
- 4.4 Change Proposal Form
- 4.5 Change Order Form
- 4.6 Application for Change Proposal Form

4.1 Request for Change Proposal Form

(Purchaser's Letterhead)

Date: [*insert: date*]

Loan/Credit Number: [*insert: loan or credit number from RFP*]

RFB: [*insert: title and number of RFP*]

Contract: [*insert: name of System or Subsystem or number of Contract*]

To: [*insert: name of Supplier and address*]

Attention: [*insert: name and title*]

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within [*insert: number*] days of the date of this letter.

1. Title of Change: [*insert: title*]
2. Request for Change No./Rev.: [*insert: number*]
3. Originator of Change: [*select Purchaser / Supplier (by Application for Change Proposal), and add: name of originator*]
4. Brief Description of Change: [*insert: description*]
5. System (or Subsystem or major component affected by requested Change): [*insert: description*]
6. Technical documents and/or drawings for the request of Change:

Document or Drawing No.	Description
-------------------------	-------------
7. Detailed conditions or special requirements of the requested Change: [*insert: description*]
8. Procedures to be followed:
 - (a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
 - (b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.
 - (c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed

- explanation, including other approaches that might achieve the same impact as the requested Change.
- (d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.
 - (e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.
9. As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all its elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [*state: "Project Manager" or higher-level authority in the Purchaser's organization*]

4.2 Change Estimate Proposal Form

(Supplier's Letterhead)

Date: [<i>insert: date</i>]
Loan/Credit Number: [<i>insert: loan or credit number from RFP</i>]
RFB: [<i>insert: title and number of RFP</i>]
Contract: [<i>insert: name of System or Subsystem and number of Contract</i>]

To: [*insert: name of Purchaser and address*]

Attention: [*insert: name and title*]

Dear Sir or Madam:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change: [*insert: title*]
2. Request for Change No./Rev.: [*insert: number*]
3. Brief Description of Change (including proposed implementation approach): [*insert: description*]
4. Schedule Impact of Change (initial estimate): [*insert: description*]
5. Initial Cost Estimate for Implementing the Change: [*insert: initial cost estimate*]
6. Cost for Preparation of Change Proposal: [*insert: cost in the currencies of the Contract*], as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [*state: "Supplier's Representative" or other higher-level authority in the Supplier's organization*]

4.3 Estimate Acceptance Form

(Purchaser's Letterhead)

Date: [<i>insert: date</i>]
Loan/Credit Number: [<i>insert: loan or credit number from RFP</i>]
RFB: [<i>insert: title and number of RFP</i>]
Contract: [<i>insert: name of System or Subsystem and number of Contract</i>]

To: [*insert: name of Supplier and address*]

Attention: [*insert: name and title*]

Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1. Title of Change: [*insert: title*]
2. Request for Change No./Rev.: [*insert: request number / revision*]
3. Change Estimate Proposal No./Rev.: [*insert: proposal number / revision*]
4. Estimate Acceptance No./Rev.: [*insert: estimate number / revision*]
5. Brief Description of Change: [*insert: description*]
6. Other Terms and Conditions:

In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, in accordance with GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [*state: "Project Manager" or higher-level authority in the Purchaser's organization*]

4.4 Change Proposal Form

(Supplier's Letterhead)

Date: [*insert: date*]

Loan/Credit Number: [*insert: loan or credit number from RFP*]

RFB: [*insert: title and number of RFP*]

Contract: [*insert: name of System or Subsystem and number of Contract*]

To: [*insert: name of Purchaser and address*]

Attention: [*insert: name and title*]

Dear Sir or Madam:

In response to your Request for Change Proposal No. [*insert: number*], we hereby submit our proposal as follows:

1. Title of Change: [*insert: name*]
2. Change Proposal No./Rev.: [*insert: proposal number/revision*]
3. Originator of Change: [*select: Purchaser / Supplier; and add: name*]
4. Brief Description of Change: [*insert: description*]
5. Reasons for Change: [*insert: reason*]
6. The System Subsystem, major component, or equipment that will be affected by the requested Change: [*insert: description*]
7. Technical documents and/or drawings for the requested Change:
Document or Drawing No. Description
8. Estimate of the increase/decrease to the Contract Price resulting from the proposed Change: [*insert: amount in currencies of Contract*], as detailed below in the breakdown of prices, rates, and quantities.
Total lump sum cost of the Change:

Cost to prepare this Change Proposal (i.e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):
9. Additional Time for Achieving Operational Acceptance required due to the Change: [*insert: amount in days / weeks*]
10. Effect on the Functional Guarantees: [*insert: description*]

11. Effect on the other terms and conditions of the Contract: [*insert: description*]
12. Validity of this Proposal: for a period of [*insert: number*] days after receipt of this Proposal by the Purchaser
13. Procedures to be followed:
 - (a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within [*insert: number*] days from your receipt of this Proposal.
 - (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [*state: "Supplier's Representative" or other higher-level authority in the Supplier's organization*]

Signed:

Date:

in the capacity of: [*state “Supplier’s Representative” or higher-level authority in the Supplier’s organization*]

4.6 Application for Change Proposal Form

(Supplier's Letterhead)

Date: [*insert: date*]

Loan/Credit Number: [*insert: loan or credit number from RFP*]

RFB: [*insert: title and number of RFP*]

Contract: [*insert: name of System or Subsystem and number of Contract*]

To: [*insert: name of Purchaser and address*]

Attention: [*insert: name and title*]

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as a Change to the System.

1. Title of Change: [*insert: name*]
2. Application for Change Proposal No./Rev.: [*insert: number / revision*] dated: [*insert: date*]
3. Brief Description of Change: [*insert: description*]
4. Reasons for Change: [*insert: description*]
5. Order of Magnitude Estimation: [*insert: amount in currencies of the Contract*]
6. Schedule Impact of Change: [*insert: description*]
7. Effect on Functional Guarantees, if any: [*insert: description*]
8. Appendix: [*insert: titles (if any); otherwise state "none"*]

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [*state: "Supplier's Representative" or higher-level authority in the Supplier's organization*]