



SECURITIES AND EXCHANGE COMMISSION OF SRI LANKA

**INVITATION FOR BIDS
SUPPLY, COMMISSION AND MAINTENANCE OF CLOUD BASED
(SaaS) SUPTECH SOLUTION (TECHNOLOGY SOLUTION FOR
MARKET CONDUCT SUPERVISION) FOR
SECURITIES AND EXCHANGE COMMISSION OF
SRI LANKA**

International Competitive Bidding (ICB)

Bid Number: LK/SEC/01/01/2024/RFB

**Securities and Exchange Commission of Sri Lanka
Level 28 and 29, East Tower, World Trade Centre,
Echelon Square, Colombo 01,
Sri Lanka.**

Tel.: +94 112143843/ +94 112143863

Fax: +94 112439149

E-mail: esupervision@sec.gov.lk

Table of Contents

Table of Contents	2
Invitation for Bids	6
Introduction to Securities and Exchange Commission	8
Section I – Instruction to Bidders	11
1. General	11
2. The Bidding Documents	16
3. Preparation of Bids	17
4. Submission of Bids	23
5. Evaluation and Comparison of Bids	25
6. Award of Contract.....	32
Section II – Bid Data Sheet (BDS)	37
Section III - Evaluation and Qualification Criteria.....	45
1. Evaluation.....	45
1.1 Adequacy of Technical Bid	45
1.2 Time Schedule	45
1.3 Functional Guarantees of the services	45
1.4 Specific additional criteria	45
2. Qualification	46
2.1 Eligibility	46
2.1.1 Bidder’s Eligibility	46
2.1.2 Joint Venture Eligibility	47
2.1.3 Conflict of Interest.....	48
2.1.4 Ineligibility	48
2.1.5 Scope of Work.....	49
2.2 Pending Litigation and Arbitration	50
2.2.1 Pending Litigation and Arbitration.....	50
2.3 Financial Situation	51
2.3.1 Historical Financial Performance	51
2.3.2 Average Annual Turnover.....	52
2.3.3 Financial Resources.....	53
2.4 Bidder’s Experience.....	54
2.4.1 Implementation Experience on Technology Solutions for Market Conduct Supervision - (General Experience)	54

Table of Content

3	Evaluation Procedure and Method	55
3.1	Stage 1: Technical Evaluation	55
3.2	Stage 2: Price Evaluation	56
3.3	Stage 3: Final Evaluation	57
	The Bid which has the lowest Evaluated Bid Score will be recommended as the successful Bid.....	57
4	Evaluation Criteria for the Bids.....	57
4.1	Stage 1: Technical Evaluation	57
4.2	Stage 2: Price Evaluation	64
4.3	Stage 3: Final Evaluation	65
	Section IV Scope of Work, Functional and Non-Functional Requirements.....	67
1.1	Detailed Scope of Work for the Bidder.....	69
1.2	Functional areas, Project scope and Timelines	80
1.3	Functional and Non-Functional Requirement Specification	81
	Section V – Forms and Templates	83
1.1	General Formats.....	83
	Form 1 - General Information	83
	Form 2 - Joint Venture Summary & Information.....	85
	Form 3 – Bidder/Joint Venture Financial Capabilities.....	86
	Form 4 - Current Commitments/ Work in Progress	88
	Form 5 – Bidder’s Experience Record	89
	Form 6 – Bid Security	91
	Form 7 – Performance Bank Guarantee	93
	Form 8 – Bank Guarantee for Advance Payment.....	95
	Form 9 – Conflicting Relationships.....	96
	Form 10 – Litigation History	97
	Form 11 - Manufacturer’s Authorization	98
	Form 12 - Notification of Award.....	100
	Form 13 - Certificate of Purchase of Bidding Document.....	101
	Form 14 - Customer Reference	102
	Form 15 - Form of Bid	103
	Form 16 - User Acceptance Certificate	104
	Form 17 - Final Acceptance Certificate	105
	Form 18 - Change Request Form	107
1.2	Technical Formats.....	110

Table of Content

Format 1 - Letter of Bid – Technical Proposal	110
Format 2 - Executive Summary	111
Format 3 - Detailed List of Products, Systems and Services.....	112
Format 4 - Functional Requirement Specification	113
Format 5 - Responses to additional functionalities and innovative features such as AI /ML	116
Format 6 - Approach and Methodology	117
Format 7 - Training.....	127
Format 8 - Service and Support.....	129
Format 9 - Agreements	130
Format 10 - Licensing Mechanism	131
Format 1 - Letter of Bid – Financial Proposal.....	133
Format 2 - Summary of total cost component	134
Format 3 – Additional License Cost.....	135
Format 4 - Project Rate Card – Change Request.....	136
Section VI – General Conditions of Contract.....	138
1. General Provisions	138
2. Commencement, Completion, Modification, and Termination of Contract.....	150
3. Obligations of the Service Provider.....	166
4. Representatives	173
5. Obligations of the Purchaser	176
6. Payments to the Service Provider	178
7. Quality, Guarantees and Liabilities.....	180
8. Disputes and Arbitration	189
9. Change Order.....	193
10. Intellectual Property Rights	197
11. Indemnity	202
12. Good Faith	203
13. Escrow Mechanism.....	203
14. Publicity.....	203
15. Assignment	203
16. Risk Distribution.....	204
Section VII – Special Conditions of Contract.....	211
Section VIII – Annexures	220
Annexure 1 – Functional Requirement Specification	220

Table of Content

Annexure 2 – Non-Functional Requirement Specification	230
Annexure 3 – Existing Volumetric and other useful information	250

Invitation for Bids
Procurement of Supply, Commission and Maintenance of
Cloud Based, Software as a Service (SaaS), SupTech Solution for
the Securities and Exchange Commission of Sri Lanka

Bid Number: LK/SEC/01/01/2024/RFB

The Chairman, Procurement Committee, Securities and Exchange Commission of Sri Lanka (SEC) invites sealed Bids from potential firms for Procurement of Supply, Commission and Maintenance of Cloud Based, SaaS, SupTech (Technology Solution for Market Conduct Supervision) Solution for the Securities and Exchange Commission of Sri Lanka.

Bidding will be conducted through International Competitive Bidding (ICB).

Bidders who are interested may obtain a complete set of bidding document till 1st April 2024 from 09:00 hrs. to 15:00 hrs (GMT+5:30) on any working day either by:

- I. Submission of a written request to the Director General, Securities and Exchange Commission of Sri Lanka, Level 29, East Tower, World Trade Centre, Echelon Square, Colombo 01, Sri Lanka, along with a payment of a non-refundable fee of USD 40 or LKR 12,500/-
or
- II. Bidding document could be downloaded in English Language from <https://www.sec.gov.lk/news-room/> and the non-refundable fee of USD 40 or LKR 12,500/-, payment shall be made via Bank Transfer (Through TT or bank draft drawn in favor of the Director General, Securities and Exchange Commission of Sri Lanka).

The receipt of bank draft / remittance slip /receipt of the non-refundable deposit should be submitted along with the bid, failing which, the Bid shall be rejected.

Name of the Bank	Bank of Ceylon
Branch	Corporate Branch
Account Name	Securities and Exchange Commission of Sri Lanka
Account No	0000001694
Swift Code	BCEYLKLX

Bidder shall send an email to esupervision@sec.gov.lk with Company Name, Date of Payment, Company email and Name of the contact person immediately after the payment of non-refundable fee. All future correspondence will be circulated to the email addresses provided by the Bidders if necessary.

Pre-Bid meeting will be held virtually via **MS Teams platform** on **6th March 2024** at 14:00 hrs. (GMT+5:30) Meeting ID and the Passcode will be sent to the appointed contact person via the given company e-mail address.

Bids should be submitted in sealed envelopes and delivered to the address:- **Securities and Exchange Commission of Sri Lanka, Level 29, East Tower, World Trade Centre Echelon Square, Colombo 01, Sri Lanka** on or before 14:00 hrs. (GMT+5:30) on **3rd April 2024**, clearly marked **“Bid Number: LK/SEC/01/01/2024/RFB Supply, Commission and Maintenance of Cloud Based, SaaS, SupTech Solution (Technology Solution for Market Conduct Supervision) for Securities and Exchange Commission of Sri Lanka”**

Late Bids and Bids sent electronically shall be rejected.

Bids will be opened immediately after closing time at the Securities and Exchange Commission of Sri Lanka, Level 29, East Tower, World Trade Center, Echelon Square, Colombo 1, in the presence of the bidders' representatives.

Bids need to be secured by a Bid Security in the manner stipulated in the Bidding Document. The amount of the Bid Security shall be 1% of the Total Bid Price.

For any clarifications, please write to esupervision@sec.gov.lk

**The Chairman, Procurement Committee
Securities and Exchange Commission of Sri Lanka
Level 28 and 29, East Tower, World Trade Centre
Echelon Square, Colombo 01
Sri Lanka**

Tel.: +94 112143843

Fax: +94 112439149

E-mail: esupervision@sec.gov.lk

Introduction to Securities and Exchange Commission

The establishment and constitution of the Securities and Exchange Commission of Sri Lanka was initially provided for by the Securities and Exchange Commission of Sri Lanka Act No. 36 of 1987 (as amended by Act No. 26 of 1991 and Act No. 18 of 2003). The said Act has now been repealed and replaced by the Securities and Exchange Commission Act No. 19 of 2021.

SEC Vision

To become the benchmark regulator in South Asia for effective, efficient, and proactive capital market regulation

SEC Mission

To promote, develop and maintain a capital market that is fair, efficient, orderly, and transparent

Object and Purpose of The Act

1. To establish the Securities and Exchange Commission of Sri Lanka.
2. To create, maintain and regulate a fair, orderly, efficient, and transparent securities market.
3. To protect the interests of local and foreign investors; and
4. To ensure the maintenance of high professional standards in the provision of services in relation to securities markets.

Powers, Duties and Functions

- To advise the Government on the development of the securities market and to assist in the effective implementation of the policies and programmes of the Government with respect to the securities market.
- To encourage and promote the development of securities markets in Sri Lanka including research and training in connection therewith.
- To give general or specific directives or instructions to market institutions, market intermediaries, registered persons, clearing members, trading participants, depository participants, issuers, investors, recognized market operators or such other person or persons as may be necessary to give effect to the provisions of this Act from time to time.
- To give general or specific directives or instructions to supplementary service providers of market institutions, market intermediaries, collective investment schemes or listed public companies from time to time.
- To grant a licence to a body corporate to operate as a market institution and to ensure its proper conduct.
- To grant a licence to any person to operate as a market intermediary and to ensure its proper conduct.
- To register a person advising clients on sale or purchase of securities for and on behalf of a market intermediary as a registered person and to regulate their conduct in the discharge of their duties.
- To register any person as a market operator.

Introduction to Securities and Exchange Commission

- To issue general or specific directives to listed public companies or listed foreign entities from time to time
- To issue general or specific directives to an acquirer, an offeror or persons acting in concert with an offeror or an offeree or a target company in relation to a takeover or a merger of a listed public company
- To issue specific directives to any person to prevent the imminent infringement of this Act, regulations, or rules and to restrain infringement
- To regulate the listing and trading of securities in an exchange
- To regulate the issuance of securities
- To prohibit or suspend the listing of any securities or to delist the listed securities or to prohibit or suspend the trading of any securities or to take such steps as the Commission considers necessary or expedient for the protection of investors or for ensuring fair and orderly securities market or for ensuring the integrity of the securities market
- To employ such officers and servants as the Commission may consider necessary and to fix the salaries and wages or other remuneration and benefits of such officers and servants for the purposes of carrying out the objectives and functions of the Commission
- To acquire in any manner whatsoever and hold, take or give on lease or hire, mortgage, pledge, sell or otherwise dispose of any immovable or movable property
- To regulate a takeover or merger of a listed public company or any matter connected therewith or incidental thereto
- To inquire and conduct investigations into any activity of a market institution, market intermediary, a registered person, a listed public company, or a listed foreign entity
- To conduct investigations into any alleged violation or contravention of the provisions of this Act or any regulation or any rule or directive made, or any instruction given thereunder or by any person and to take any enforcement measures provided under this Act as considered necessary by the Commission
- To enter into agreements or memoranda of understanding with any organization or a foreign regulatory authority in relation to any matter which comes within the purview of this Act
- To publish findings of wrongdoing by any market institution, market intermediary or registered person, supplementary service provider, any listed public company, or any listed foreign entity
- To carry out SupTech (Technology Solution for Market Conduct Supervision) of securities transactions
- To levy fees or charges, for any services rendered by the Commission
- To take such steps as the Commission may deem necessary to mitigate systemic risk to the financial system
- To give specific or general directions to companies that have made an offer to the public to subscribe for securities
- To exempt certain public offers or issues from the provisions of this Act
- To appoint experts as the Commission deems expedient for the purposes of this Act; and
- To do all such other acts as may be considered necessary, incidental, and ancillary to the performance of the Commission's objects, duties, and functions under this Act.

SECTION I
INSTRUCTION TO BIDDERS

Section I – Instruction to Bidders

1. General

- 1. Scope of Bid**
- 1.1** The Purchaser, as indicated in the BDS, or its duly authorized Purchasing Agent if so specified **in the BDS** (interchangeably referred to as “the Purchaser” issues this bidding document for the supply and installation of the Information System as specified in Section IV, Purchaser’s Requirements. The name, identification and number of lots (contracts) of this RFB are specified **in the BDS**.
- 1.2** Unless otherwise stated, throughout this bidding document definitions and interpretations shall be as prescribed in the Section VI, General Conditions of Contract. Throughout this Bidding document:
- (a) the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Purchaser. It excludes the Purchaser’s official public holidays.
- 1.3** The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided **in the BDS**.
- 1.4** A brief Scope of Work of the Bid is included **in the BDS**.
- 2. Source of Funds**
- 2.1** The source of fund for this procurement is by the Purchaser as specified **in the BDS**.
- 3. Corrupt and Fraudulent practices**
- 3.1** If the Purchaser determines that the Bidder and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 30 days’ notice to the Bidder, terminate the Contract, and the provisions of General Conditions of Contract Clause GCC 2.13 shall apply as if such expulsion had been made under Sub-Clause GCC 2.13.1. Should any personnel of the Bidder be determined to have engaged in

corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Clause GCC 2.13

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity or any institution subject to ITB 4.4, or 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 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 entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.
- 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:
- (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 Personnel, subcontractors, consultants or affiliates participated as a consultant or as Bidder in the preparation of the Purchaser's functional requirements specifications and other related requirements (including Process Improvement Studies related to any function included in this RFB, Activities Schedules and Technical Specifications) for the Services 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 for the Contract implementation; or
 - (g) 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 process of such contract; or (ii) would be

Section I – Instruction to Bidders

involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Purchaser throughout the procurement process and execution of the Contract.

- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.6. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.
- 4.4 Bidders in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Purchaser, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Purchaser. (iv) not debarred by Purchaser.
- 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.
- 4.6 Firms and individuals may be ineligible if so indicated in (Special condition clause) and (a) as a matter of law or official regulations, the Purchaser's country prohibits commercial relations with that country, provided that the Purchaser is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; 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 Purchaser's country 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.
- 4.7 This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 22.4.
- 4.8 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.9 A firm that is under a sanction of debarment by the Purchaser from being awarded a contract is eligible to participate in this procurement, unless the Purchaser is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or

Section I – Instruction to Bidders

administrative proceeding that afforded the firm adequate due process.

- 5. Qualification of the Bidder**
- 5.1 All Bidders shall provide in Section V, Bidding Forms, a preliminary description of the proposed solution method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that prequalification of Bidders has been undertaken as stated in ITB 22.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.
- 6. One Bid per Bidder**
- 6.1 A firm that is a Bidder (either individually or as a JV member) shall not participate 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. A firm that is not a Bidder or a JV member, may participate as a sub-contractor in more than one Bid.
- 7. Cost of Bidding**
- 7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 8. Site Visit**
- 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Purchaser's Site if required to obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.
- 9. Eligible Goods and Services**
- 9.1 For the purposes of these Bidding Documents, the proposed solution means all:
- 9.1.1 the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Bidder is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational (collectively called "the Goods" in some clauses of the ITB); and
- 9.1.2 the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the proposed solution to be provided by the selected Bidder and as specified in the Contract.

Section I – Instruction to Bidders

- 9.2 The materials, equipment, and services to be supplied under the Contract may have their origin in any country subject to the same restrictions specified for Bidders and their associates and personnel set forth in ITB 4.6 above. At the Purchaser's request, Bidders will be required to provide evidence of the origin of materials, equipment, and services.
- 9.3 For purposes of ITB 4.6 above, "origin" means the place where the materials and equipment are produced, manufactured, or processed, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized article results that differs substantially in its basic characteristics, purposes or utility from its underlying components.
- 9.4 The origin of materials, equipment, and services is distinct from the nationality of the Bidder.
- 9.5 Country of origin for major items of plant, materials, goods, and services provided under the Contract must be indicated the Country of Origin. During the Contract implementation, the sources used will be verified by the Purchaser.
- 9.6 The proposed solution or parts of it is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, 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.
- 9.7 For purposes of this clause, the nationality of the Bidder is distinct from the country in which the proposed solution and its goods components are produced or from which the related services are supplied.

2. The Bidding Documents

- 10. Contents of Bidding Documents**
- 10.1 The Bidding Document consists of sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITB 12.
- Section I - Instructions to Bidders (ITB)
 - Section II - Bid Data Sheet (BDS)
 - Section III - Evaluation and Qualification Criteria
 - Section IV - Scope of Work, Functional and Non-Functional Requirement Specifications
 - Section V - Forms & Templates
 - Section VI - General Conditions of Contract (GCC)
 - Section VII - Special Conditions of Contract (SCC)
 - Section VIII – Annexures
- 10.2 The Specific Procurement Notice or the notice to pre-qualified Bidders, as the case may be issued by the Purchaser is not part of this Bidding document.
- 10.3 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 12. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 10.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to furnish with its Bid all information or documentation as is required by the Bidding document.
- 11. Clarification of Bidding Document and Pre-Bid Conference**
- 11.1 A Bidder requiring any clarification of the Bidding document shall contact the Purchaser in writing at the Purchaser’s address specified **in the BDS**. 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 shall forward copies of its response to all Bidders who have acquired the Bidding document in accordance with ITB 10.3, 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 clarification result in changes to the essential elements of the Bidding document, the Purchaser shall amend the Bidding document following the procedure under ITB 12 and ITB 24.2.
- 11.2 The Pre-Bid Conference requirements as per the BDS.

- 12. Amendment of Bidding Document**
- 12.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding document by issuing addenda.
- 12.2 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 10.3. The Purchaser shall also promptly publish the addendum on the Purchaser’s web page in accordance with ITB 11.1.
- 12.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 24.2 below.

3. Preparation of Bids

- 13. Language of Bid**
- 13.1 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 into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

- 14. Documents Comprising the Bid**
- The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 14.1 and the other the Price Bid containing the documents listed in ITB 14.2, both envelopes enclosed together in an outer single envelop.

- 14.1 The Technical Bid submitted by the Bidder shall comprise the following mandatory documents:
- (a) **Letter of Technical Bid**
 - (b) **Bid Security or Bid-Securing Declaration** in accordance with ITB 18.1.
 - (c) **Alternative Bid**: if permissible in accordance with ITB 19.
 - (d) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3.
 - (e) **Conformity**: documentary evidence in accordance with Section V, that the Services conform to the Bidding document.
 - (f) Documentary evidence in accordance with ITB 4 establishing the Bidder’s eligibility and qualifications to perform the contract if his Bid is accepted.

- (g) **Qualifications:** documentary evidence in accordance with ITB 21 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted.
- (h) **Bidder's Eligibility:** documentary evidence in accordance with ITB 21 establishing the Bidder's eligibility to Bid.
- (i) **Public Contract Act 3:** Certificate of Registration under Public Contract Act No. 3 of 1987 (Including for local agents). Bids of the prospective Bidders who have not registered under the Public Contract Act No. 3 of 1987, will be rejected.
- (j) **Software License Compliance:** Authorization Letters from all the Principals

14.2 The Financial Bid submitted by the Bidder shall comprise following mandatory documents:

- (a) **Letter of Financial Bid**
- (b) **Schedules:** priced Activity Schedule completed in accordance with Section V and ITB 15.
- (c) Alternate Financial Bid, at Bidders option and if permissible in accordance with ITB 19
- (d) any other document required **in the BDS**

14.3 In addition to the requirements under ITB 14.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

14.4 The Bidder shall furnish in the Form of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

15. Bid Prices and Discounts

15.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Form of Bid and in the Activity Schedule(s) shall conform to the requirements specified below.

15.2 All items must be listed and priced separately in the Activity Schedule(s).

15.3 The Contract shall be for the Services, as described in Section IV to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, and submitted by the Bidder.

15.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with Section V.

- 15.5 The Bidder shall fill in rates and prices for all items of the Services described in the Specifications (or Terms of Reference), and listed in the Activity Schedule, The Purchaser's Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Purchaser when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 15.6 All duties, taxes, and other levies payable by the Bidder under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.
- 15.7 If provided for in the BDS, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause GCC 6.5 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 15.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Section V to the Contract.
- 16. Currencies of Bid and Payment**
- 16.1 The currency (ies) of the Bid and the currency (ies) of payments 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.
- 16.2 The Bidder may express the Bid price in any currency as specified in the BDS. If the Bidder wishes to be paid in a combination of amounts in different currencies, Bidder may quote its price accordingly but shall use a currency in addition to the currency of the Purchaser's Country.
- 16.3 Bidders may be required by the Purchaser to justify their foreign currency requirements and to substantiate that the amounts included in the Lump-sum are reasonable and responsive to ITB 30.
- 17. Bid Validity**
- 17.1 Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline date (as prescribed by the Purchaser in accordance with ITB 24.1). A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

- 17.2 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 18, it shall also be extended for a corresponding 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, except as provided in ITB 17.3.
- 17.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:
- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
 - (b) in the case of adjustable price contracts, no adjustment shall be made; or
 - (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

18. Bid Security

- 18.1 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**.
- 18.2 A Bid Securing Declaration shall use the form included in Section V, Bidding Forms.
- 18.3 If a Bid Security is specified pursuant to ITB 18.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank. or surety;
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified cheque; or
 - (d) another security specified **in the BDS**,

from a reputable source in purchaser's country, unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is acceptable. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section V, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid Security shall be valid for thirty (30) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 17.2.

Section I – Instruction to Bidders

- 18.4 If a Bid Security is specified pursuant to ITB 18.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 18.5 If a Bid Security is specified pursuant to ITB 18.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 45.
- 18.6 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.
- 18.7 The Bid Security may be forfeited, or the Bid-Securing Declaration executed:
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid, or any extension thereto provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 44; or
 - (ii) furnish a performance security in accordance with ITB 45.
- 18.8 The Bid Security or Bid-Securing Declaration of a JV must 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 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 14.3.
- 18.9 If a Bid Security is not required in the BDS, pursuant to ITB 18.1, and
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 44; or
 - (ii) furnish a performance security in accordance with ITB 45;
- the Purchaser may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated **in the BDS**.

Section I – Instruction to Bidders

19. Alternative Proposals by Bidders

- 19.1 Unless otherwise indicated **in the BDS**, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Purchaser.
- 19.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 19.3 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified in the BDS, as will the method for their evaluating, and described in Section III, Purchaser's Requirements.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 14, bound with the volume containing the Form of Bid, and clearly marked "Original." In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS**, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.
- 20.2 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.
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons 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 initialled by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

Section I – Instruction to Bidders

- 21. Documents Establishing Conformity of the Information System to the Bidding Document**
- 21.1 To establish the conformity of the Non-Consulting Services to the Bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section IV, Purchaser’s Requirements.
- 21.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Purchaser’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section IV, Purchaser’s Requirements.
- 22. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 22.1 To establish Bidder’s their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section V, Bidding Forms.
- 22.2 The documentary evidence of the Bidder’s qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser’s satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 22.3 All Bidders shall provide in Section V, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.
- 22.4 In the event that prequalification of Bidders has been undertaken as stated **in the BDS**, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.
- 22.5 If prequalification has not taken place before Bidding, the qualification criteria for the Bidders are specified in Section III, Evaluation and Qualification Criteria.

4. Submission of Bids

- 23. Sealing and Marking of Bids**
- 23.1 Bidders may always submit their Bids by post or by hand. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting Bids by post or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and two copies of the Technical Bid and two copies of the Financial Bid, including alternative Bids, if permitted in accordance with ITB 19, 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” or “ALTERNATIVE.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who sign the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should include as per the formats attached in Section V. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.

23.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder.
- (b) be addressed to the Purchaser in accordance with ITB 24.1.
- (c) bear the specific identification of this Bidding process indicated in accordance with ITB 1.1; and
- (d) bear a warning not to open before the time and date for Bid opening.

23.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB 27.1.

23.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Purchaser.

23.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

23.6 The purchaser shall open the Technical Proposal immediately after the deadline for their submission. The Financial envelop with the Financial Proposals shall remain sealed and securely stored.

24. Deadline for Submission of Bids

24.1 Bids must be received by the Purchaser at the address and no later than the date and time specified **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**.

24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding document in accordance with ITB 12, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

- 25. Late Bids** 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24.1. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Modification and Withdrawal of Bids** 26.1 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 (the power of attorney) in accordance with ITB 20.3, (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:
- (a) prepared and submitted in accordance with ITB 20 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal”, “Substitution”, or “Modification;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 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 Letter of Bid or any extension thereof.

5. Evaluation and Comparison of Bids

- 27. Bid Opening** 27.1 Except as in the cases specified in ITB 25.1 and ITB 26.1, the Purchaser shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 24.1, shall be as specified **in the BDS**. The purchaser shall open only the Technical Proposal immediately. The envelopes with the Financial Proposals shall remain sealed and securely stored.
- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney”

confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

- 27.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 27.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification, per lot (contract) if applicable, including any alternative Bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate.
- 27.6 Only Bids, alternative Bids (if permitted as per BDS) and discounts that are opened and read out at Bid opening shall be considered further. The Letter of Bid to be initialled by representatives of the Purchaser attending Bid opening in the manner specified **in the BDS**.
- 27.7 The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 27.8 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) any alternative Bids;
 - (c) the presence or absence of a Bid Security or Bid-Securing Declaration if one was required.
- 27.9 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.

Section I – Instruction to Bidders

- 27.10 From the time the proposals are open to the time the contract is awarded, the Bidder should not contact the purchaser, or any matter related to its Technical and/or financial Proposals. Any effort by Bidder to influence the purchaser in the examination, evaluation, ranking of proposals and recommendation for award of contract may result in the rejection of the Bidder's Proposal.
- 27.11 The purchaser shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposals shall remain sealed and securely stored.
- 28. Process to be Confidential**
- 28.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on the Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 44.
- 28.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 28.3 It is compulsory to maintain the confidentiality, 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.
- 28.4 The evaluators of Technical Proposal shall have no access to the Financial Proposals until the Technical Evaluations concluded.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Purchaser may, at the Purchaser's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that the Purchaser may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, 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 29.
- 29.2 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.

- 30. Examination of Bids and Determination of Responsiveness**
- 30.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 14.
- 30.2 A substantially responsive 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:
- a. if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services 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 Contract; or
 - b. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 30.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with Section IV, to confirm that all requirements of Section IV, Purchaser's Requirements have been met without any material deviation or reservation, or omission.
- 30.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser.
- 31. Correction of Errors**
- 31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total 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 line item total 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; and
 - (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.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

32. Currency of Bid Evaluation

32.1 For evaluation and comparison purposes, the currency (ies) of the Bid shall be converted in a single currency as specified **in the BDS.**

33. Evaluation and Comparison of Bids

33.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. By applying the criteria and methodologies, the Purchaser shall determine the most advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the Bidding document; and
- (b) the lowest evaluated cost.

The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference (TOR), applying the evaluation criteria, sub-criteria and marks specified in the Section III. Each responsive proposal will be given Technical Score. Proposal shall be rejected at this stage if it does not comply to the aspects of RFB and particularly to the Terms of Reference or if it failed to achieve the minimum Technical Score indicated in the Section III.

33.2 Following the ranking of Technical Proposals, when selection is based on quality, the Bidder will be informed for Financial Bid Opening. The purchaser shall inform the Bidder who have submitted Proposals, the technical scores obtained by their Technical Proposals and shall notify the Bidder s whose proposals did not meet the minimum qualifying marks or were considered nonresponsive to the RFB and TOR, that their Financial Proposal will be returned unopen after completing the selection process.

In evaluating the Bids, the Purchaser will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:

- (a) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (b) price adjustment due to discounts offered in accordance with ITB 15.4;

Section I – Instruction to Bidders

- (c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB 32;
 - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.1;
 - (e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Day work, when requested in the Specifications (or Terms of Reference); and
 - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 33.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 33.4 If this Bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 33.5 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 33.2 to determine the Bid that has the lowest evaluated cost.
- 34. Domestic Preference** 34.1 Unless otherwise specified in BDS, the margin of Domestic Preference shall not apply.
- 35. Contacting the Purchaser** 35.1 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 Bid, it should do so in writing.
- 35.2 If a Bidder tries to directly or indirectly influence the Purchaser or otherwise interfere in the Bid evaluation process and the Contract award decision, its Bid may be rejected.
- 36. Nonconformities, Errors and Omissions** 36.1 Provided that a Bid is substantially responsive, the *Purchaser* may waive any nonconformities in the Bid.
- 36.2 Provided that a 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 or omissions in the 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.

36.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS**.

37. Qualification of the Bidder

37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 21. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Bidder that submitted the Bid.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 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.

39. Standstill Period

39.1 The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is specified **in the BDS**. Where only one Bid is submitted, the Standstill Period shall not apply.

39.2 Debriefing process will be followed as per ITB Clause 47. The Appeal Board process will be followed as mentioned in the BDS.

- 40. Notice On Intention to Award**
- 40.1 When a Standstill Period applies, it shall commence when the Purchaser has transmitted to each Bidder (that has not already been notified that it has been unsuccessful) 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:
- (a) the name and address of the Bidder submitting the successful Bid.
 - (b) the Contract price of the successful Bid.
 - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated prices.
 - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notice is addressed) was unsuccessful.
 - (e) the expiry date of the Standstill Period; and
 - (f) instructions on how to request a debriefing or submit a complaint during the standstill period.

6. Award of Contract

- 41. Award Criteria**
- 41.1 Subject to ITB 38, the Purchaser shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the most advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- (a) substantially responsive to the Bidding document; and
 - (b) the lowest evaluated cost.
- 42. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**
- 42.1 The Purchaser reserves the right to accept or reject any Bid or to annul the Bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- 43. Purchaser's Right to Vary Quantities at Time of Award**
- 43.1 The Purchaser reserves the right at the time of Contract award to increase or decrease, any of the following as indicated in the BDS:
- 43.1.1 the quantity of substantially identical Subsystems, lots, or slices; or

43.1.2 the quantity of individual hardware, Software, related equipment, Materials, products, and other Goods components of the proposed solution; or

43.1.3 the quantity of Installation or other Services to be performed, from that originally specified in the Technical Requirements (as amended by any Addenda issued pursuant to ITB Clause 12.1), without any change in unit prices or other terms and conditions.

43.1.4 the quantity of any functions specified.

44. Notification of Award and Signing of Agreement

44.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in BDS, or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that his Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

44.2 At the same time, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (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; and
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.

44.3 The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at least one newspaper of national circulation in the Purchaser’s Country, or in the official gazette.

44.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

Section I – Instruction to Bidders

- 44.5 Promptly upon Notification of Award, the Purchaser shall send the successful Bidder the Contract Agreement.
- 44.6 Within fourteen (14) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser
- 44.7 The agreement will be signed as per BDS 44.7
- 45. Performance Security**
- 45.1 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, using for that purpose the Performance Security Form included in Section V, 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.
- 45.2 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.
- 46. Advance Payment and Security**
- 46.1 The Purchaser will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount stated in the BDS.
- 47. Debriefing by the Purchaser**
- 47.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 44, an unsuccessful Bidder has first three (3) Business Days within the Standstill Period to make a written request to the Purchaser for a debriefing.
- 47.2 Where a request for debriefing is received within the Standstill Period, the Purchaser shall provide a debriefing within first six (6) Business Days of Standstill Period, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the Standstill Period will be extended until four (4) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the Standstill Period shall not end earlier than four (4) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

Section I – Instruction to Bidders

- 47.3 Where a request for debriefing is received by the Purchaser later than the first three (3) Business Days within Standstill Period, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 47.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.
- 48. Adjudicator** 48.1 The Purchaser shall appoint Dispute Board for Adjudication when the dispute arises. If the Bidder disagrees with this Bid, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Purchaser has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
- 49. Procurement
Related
Compliant** 49.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

SECTION II
BID DATA SHEET (BDS)

Section II – Bid Data Sheet (BDS)

The following specific data for the Non-Consulting Services 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 LK/SEC/01/01/2024/RFB</p> <p>The Purchaser is: Securities and Exchange Commission of Sri Lanka.</p> <p>The name of the RFB is Supply, Commission and Maintenance of Cloud Based (SaaS) SupTech Solution (Technology Solution for Market Conduct Supervision) for Securities and Exchange Commission of Sri Lanka</p> <p>The number and identification of lots (contracts) comprising this RFB is LK/SEC/01/01/2024/RFB</p> <p>Method of selection: Single Stage two envelope</p>
ITB 1.2 (a)	No electronic-procurement system will be used in this Bidding process.
ITB 1.3	The Intended Completion Date is 5 calendar months from signing the contract.
ITB 1.4	<p>Scope of Work includes Supply, Commission and Maintenance of Cloud Based (SaaS) SupTech Solution (Technology Solution for Market Conduct Supervision) for Securities and Exchange Commission of Sri Lanka</p> <p>Key functions include in the solution would be,</p> <ul style="list-style-type: none"> • Application Administration Framework • Electronic Submissions powered with workflow management for supervision functional areas • Third Party Integrations <p>Refer Section IV Scope of work</p>
ITB 2.1	SEC CESS
ITB 4.1	<p>Maximum number of members in the Joint Venture (JV) shall be: Two (02) members including the principal/lead bidder</p> <p>There shall be minimum of one local member who is a body corporate duly incorporated under the Companies Act of Sri Lanka No.07 of 2007.</p>
	B. Contents of Bidding Document

Section III – Evaluation and Qualification Criteria

<p>ITB 11.1</p>	<p>For <u>Clarification of Bid purposes</u> only, the Purchaser’s address is: Attention: Director General, Address: Securities and Exchange Commission of Sri Lanka Level 28 and 29, East Tower, World Trade Centre, Echelon Square, Colombo 01, Sri Lanka. Tel.: +94 112143843 / +94 112143863 Fax: +94 112439149 E-mail: esupervision@sec.gov.lk</p> <p>Requests for clarification should be received by the Purchaser no later than: 3 working days before the Pre-Bid meeting.</p>
<p>ITB 11.2</p>	<p>Pre-Bid Conference requirements Pre-Bid Conference will be held virtually via MS Teams platform on Wednesday, March 6, 2024 at 14:00 (GMT+5:30). Meeting ID and the Passcode will be sent to the appointed contact person via the given company e-mail address.</p>
<p>C. Preparation of Bids</p>	
<p>ITB 13.1</p>	<p>The language of the Bid is: English. All correspondence exchange shall be in English language.</p>
<p>ITB 14.1</p>	<p>Bidders should only submit Bids through standard forms attached in this RFB. The Bidder shall submit with its Bid the following documents in addition to the documents mentioned under ITB 14.1:</p> <ul style="list-style-type: none"> • General Information (Form 1) • Joint Venture Summary and Information (Form 2) • Bidder/ Joint Venture Capabilities (Form 3) • The original certificate of registration (PCA 03) as per Public Contracts Act No. 03 of 1987 • Current Commitments/ Work In Progress (Form 4) • Bidder Experience Record (Form 5) • Bid Security (Form 6) • Conflicting Relationship (Form 9) • Litigation History (Form 10) • Manufacturer’s Authorization (-s). (Form No 11) • Certificate of Purchase of Bidding Document (Form 13) • Customer Reference (Form 13) • Form of Bid (Form No. 15) • A written authority to seek references from the Bidder’s bankers • Letter of Bid – Technical Proposal (Format 1)

Section III – Evaluation and Qualification Criteria

	<ul style="list-style-type: none"> • Detailed list of Products, Systems and Services • Technical Formats from 1 – 12 (Including Executive Summary, Tables and Templates) • Detailed Response to Functional and Non-Functional Requirement Specifications. • Annual License and Maintenance Contract (In line with GCC) • Audited Financial Statements for the past three (03) years from 2021 to 2023
ITB 14.2	<p>Bidders should only submit Bids through standard forms attached in this RFB Finance Formats 1 – 4 (Including Forms and Tables).</p> <p>The Bidder shall submit with its Bid the following additional documents:</p> <ul style="list-style-type: none"> • Letter of Financial Bid (Form B1) • Summary of Total Cost Component (Table C1) • Other Costs (Table C2) <p>(Please list any other document not already listed above or in ITB 14.2 that are submitted with this Bid.)</p>
ITB 15.7	No price adjustments allowed.
ITB 16.1	United States Dollars (USD)
ITB 16.2	Allowable currency United States Dollars (USD)
ITB 17.1	The Bid validity period shall be 91 calendar days after the Bid Submission deadline (until 03rd July 2024).
ITB 17.3 (a)	Not Applicable
ITB 18.1	<p>Bid shall include a Bid security (issued by bank only).</p> <p>Bidder shall request to submit the bid security 1% of the total quoted price</p> <p>Validity of Bid security shall be ninety (91) calendar days from the Bid Submission deadline (until 03rd July 2024).</p> <p>If the guarantee is to be issued by a bank outside Sri Lanka, it shall be from a bank that (is endorsed by a commercial bank operating in SL approved by Central Bank of Sri Lanka.) has a correspondent bank in Sri Lanka. Banks in SL issuing the bank guarantee shall be a licensed commercial bank under the Banking Act No. 30 of 1988 and supervised by the Central Bank of Sri Lanka. The Bid security shall be enforceable in Sri Lanka. (Form No 6)</p>
ITB 18.3 (d)	Other types of acceptable securities: Not applicable.
ITB 18.9	Not Applicable

Section III – Evaluation and Qualification Criteria

ITB 19.1	Alternative Bids shall not be considered.
ITB 19.2	Alternative times shall not be considered.
ITB 19.3	Alternative technical solutions shall not be considered.
ITB 20.1	In addition to the original of the Bid, the number of hardcopies to be submitted is one (1) and 3 softcopies in 3 USB/PEN drives.
ITB 20.3	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>Bids submitted by a limited liability company or a corporation: a Power of Attorney (either notarized or attested by an appropriate authority in the Bidder’s home country), or a Board Resolution (certified by the Company Secretary)</p> <p>Bids submitted by a partnership: Power of Attorney shall be either notarized or attested by an appropriate authority in the Bidder’s home country.</p> <p>Bids submitted by a Single Proprietor: Power of Attorney shall be required only if the Bid is signed by (i) person other than the single proprietor who is the Bidder; or (ii) a person other than the owner of a Single Proprietorship who is the Bidder.</p> <p>Bids submitted by a Joint Venture:</p> <p>Power of Attorney (either notarized or attested by an appropriate authority in the Bidder’s home country). It shall include an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the Bidding process, and in the event the JV is awarded the contract, during contract execution</p> <p>Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.</p>
ITB 22.4	Single stage two envelopes method. No Prequalification.
D. Submission and Opening of Bids	

<p>ITB 23.1</p>	<p>The Technical Proposal and the Financial Proposal must be submitted at the same time, giving full particulars in separate sealed envelopes.</p> <p>All envelopes should be securely sealed.</p> <p>The hardcopy response should be organized in the following manner:</p> <ul style="list-style-type: none"> • Technical Proposal (1 original & 1 copy) • Financial Proposal (1 original & 1 copy) • Both proposals should be prepared with pages properly numbered. All copies of the technical proposal should be loosely bound in such a way that the sections of the proposal could be removed and separated easily. <p>Softcopies of the Technical Proposal and the Financial Proposal should be included in 3 separate Pen/USB drives and these Pen/USB drives should be enclosed in the respective envelopes in addition to the hard copies mentioned above.</p> <p>For each proposal, the Bidder shall prepare the number of copies as indicated above. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate.</p> <p>The original and all copies of the Technical Proposal shall be placed in sealed envelopes clearly marked “TECHNICAL PROPOSAL” and the original and all copies of the Financial Proposal in sealed envelopes clearly marked “FINANCIAL PROPOSAL”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information as indicated below in this section.</p> <p><u>Technical Proposal</u></p> <p>The Technical Proposal should be completed in all respects and contain all information asked in scope of work, except prices. The Technical Proposal should be completed to indicate that all products and services asked for are quoted. Bidder shall not include any financial information within the Technical Proposal.</p> <p><u>Financial Proposal</u></p> <p>The Financial Proposal shall give all relevant price information as requested in the Section V. Then consolidate the total project financial into Table B1 “Summary of total cost component” mentioned in the Section V Financial Bid for Bid evaluation purpose.</p>
<p>ITB 24.1</p>	<p>For <u>Bid submission purposes</u> only, the Purchaser’s address is:</p> <p style="padding-left: 40px;">Director General, Securities and Exchange Commission of Sri Lanka Level 29, East Tower, World Trade Centre, Echelon Square, Colombo 01, Sri Lanka.</p>

Section III – Evaluation and Qualification Criteria

	<p>Tel.: +94 112143843 / +94 112143863 Fax: +94 112439149 E-mail: esupervision@sec.gov.lk</p>
ITB 24.1	<p>The deadline for Bid submission is: Date: 03rd April 2024 Time: 14:00 (GMT+5:30) Bidders shall not have the option of submitting their Bids electronically.</p>
ITB 27.1	<p>The Bid opening shall take place at: Securities and Exchange Commission of Sri Lanka 29, East Tower, World Trade Centre, Echelon Square, Colombo 01. Date: 03rd April 2024 Time: Immediately after bid close</p>
ITB 27.1	Not Applicable (no electronic Bid submission)
ITB 27.1	<p>The first envelope contains the technical proposal and the second envelope the financial (price) proposal; First envelope will be opened at the stipulated date and Financial envelope will be opened at a latter date only of the Bidders who are successful in the Technical Evaluation.</p> <p>Summary of process to be followed;</p> <ol style="list-style-type: none"> i. Publish Invitation for Bids (IFB) ii. Clarification period – Bidders can ask questions/clarifications iii. Deadline for Bid submission & Public opening of Technical Proposals iv. Evaluation of Technical Proposals v. Notifying the Bidders who are technically qualified and not qualified vi. Publish financial proposals opening date & time. Notify Bidders of results vii. Public opening of Financial Proposals viii. Financial proposal Evaluation and full Evaluation of Proposal ix. Select most advantageous Bid x. Make decision on Intention to award the Contract xi. Issue Notice of Intention to Award for the Bidders xii. Standstill Period- Bidder/s seeks debrief/s & and debrief/s provided, Bidders Complaints and Appeals xiii. Award Contract xiv. Obtain Performance Security and sign Contract xv. Publish Contract Award Notice
ITB 28.1	Until the Bidder selection BID price neogotion is not allowed.
E. Evaluation and Comparison of Bids	

Section III – Evaluation and Qualification Criteria

ITB 32.1	<p>The currency (ices) of the Bid shall be converted into a single currency as per the selling rate as follows:</p> <p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies into a single currency is Sri Lankan Rupees</p> <p>The source of parity rate shall be: Central Bank of Sri Lanka.</p> <p>The date for the parity rate shall be: The deadline for Submission of Bids.</p>
ITB 34.1	No margin of domestic preference will apply.
ITB 36.3	Not Applicable
ITB 39	The Standstill Period is 10 Business Days from the date the Purchaser has transmitted to all Bidders that submitted Bids, the Notification of its Intention to Award the Contract to the successful Bidder.
ITB 39.2	As per the guidelines of National Procurement Commission of Sri Lanka
F. Award of Contract	
ITB 43.1	The Purchaser reserves the rights to increase or decrease the quantity of the order.
ITB 44.7	<p>The date for the signing of the contract will be decided jointly by the Purchaser and the successful Bidder.</p> <p>Annual License Subscription for SaaS SupTech Software (Technology Solution for Market Conduct Supervision) will be entered after completion of User Acceptance Testing and Go - Live period and renewed annually.</p>

SECTION III
EVALUATION AND QUALIFICATION CRITERIA

Section III - Evaluation and Qualification Criteria

1. Evaluation

In addition to the criteria listed in the ITB 33, the following criteria shall apply.

1.1 Adequacy of Technical Bid

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity for the proposed solution and personnel for the contract consistent with its proposal regarding software features, work methods, scheduling and cloud sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section IV, and will be limited to satisfy that the Bidder had fully understood and offered to do the full scope of work, within the stipulated period of time.

Technical proposals which are unable to satisfy the above, and which do not offer to do the full scope of work, shall be rejected. The Purchaser has the right to seek clarification as appropriate during Bid evaluation stage on the technical proposal.

1.2 Time Schedule

Time to complete the commissioning and go-live of Cloud based SaaS SupTech Solution (Technology Solution for Market Conduct Supervision) for the Purchaser from the respective date of 5 calendar months from signing the contract and shall include and comply the detailed plan in Section IV Scope of Work (Functional Requirements Specification and Non-functional Requirements).

Main functions

- Application Administration Framework
- Electronic Submissions powered with workflow management for supervision functional areas
- Third Party Integrations

1.3 Functional Guarantees of the services

The minimum (or maximum) requirements stated in the Specification for functional guarantees required in the Specification are given in Section VIII under functional and non-functional requirement.

Bids which do not substantially meet the specifications and Functional Guarantee, shall be rejected for non-compliance.

1.4 Specific additional criteria

The Purchaser shall, at its discretion, and for evaluation purposes only, add to the Bid price the cost of quantifiable deviations and omissions from the Technical Specifications as identified in the Bidding document. For purposes of contract however, the Purchaser shall assume that the price of any omissions, even if not explicitly stated, is included in the Bid price. In the case of deviations, the Purchaser reserves the right to accept or reject the services offered. No hidden costs are allowed.

2 Qualification

It is the legal entity or entities comprising the Bidder, and not the Bidder's parent companies, subsidiaries, or affiliates, that must satisfy the qualification criteria described below. Those who have qualified the eligibility criteria below will proceed to the technical evaluation.

2.1 Eligibility

2.1.1 Bidder's Eligibility

Criteria	Compliance Requirement			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder must submit Bids in full. No partial Bidding.	Must meet requirement	Must meet requirement	N/A	N/A	
Bidder can submit only one proposal.	Must meet requirement	Must meet requirement	N/A	N/A	
Bidder must submit proposal for all required functions.	Must meet requirement	Must meet requirement	N/A	N/A	

2.1.2 Joint Venture Eligibility

Criteria	Compliance Requirement				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
If Joint Venture, there should be a contract legally binding on all partners jointly and severally. A joint venture agreement providing that joint and several liabilities of all partners in respect of the contract would be submitted together with the Bid. (if JV agreement is not signed at the time of bidding, a Letter of Intent to execute a Joint Venture agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the Proposed Agreement)	N/A	Must meet requirement	N/A	N/A	Copy of the agreement
If Joint Venture, the application must include a description of the proposed participation and the project contribution of each partner of the Joint Venture	N/A	Must meet requirement	N/A	N/A	Form 2

Section III – Evaluation and Qualification Criteria

2.1.3 Conflict of Interest

Criteria	Compliance Requirement				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder shall not have any conflict of interests, and if found may lead to disqualification.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form 9

2.1.4 Ineligibility

Criteria	Compliance Requirement				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Not having been declared ineligible	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Compliance with ITB 4.6

Section III – Evaluation and Qualification Criteria

2.1.5 Scope of Work

Criteria	Compliance Requirement				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder must provide the following SaaS SupTech Solution (Technology Solution for Market Conduct Supervision) covering following main features: <ul style="list-style-type: none"> • Application Administration Framework • Electronic Submissions powered with workflow management for supervision functional areas • Third Party Integrations 	Must meet requirement as per Functional and Non-functional requirements stated under Section VIII.	Must meet requirement as per Functional and Non-functional requirements stated under Section VIII.	N/A	N/A	Documentary evidence to support the total solution covers the Scope of Work in total.

Section III – Evaluation and Qualification Criteria

2.2 Pending Litigation and Arbitration

Pending litigation and arbitration criterion shall not apply.

2.2.1 Pending Litigation and Arbitration

Criteria	Compliance Requirement			Documents	
Requirement	Single Entity	Joint Venture		Submission Requirements	
		All Partners Combined	Each Partner		One Partner
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 50% percent of the Bidder’s net worth calculated as the difference between total assets and total liabilities.	Must meet requirement by itself or as partner to past or existing Joint Venture	N/A	Must meet requirement by itself or as partner to past or existing Joint Venture	N/A	Form 10

Section III – Evaluation and Qualification Criteria

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirement			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last 3 years (2021, 2022, 2023) to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	N/A	Must meet requirement	N/A	Form 3

Section III – Evaluation and Qualification Criteria

2.3.2 Average Annual Turnover

Criteria	Compliance Requirement			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	At least one Partner	
Minimum average annual turnover of USD 500,000 calculated as total certified payments received for contracts in progress or completed, within the last 3 years 2021,2022 and 2023	Must meet requirement	Must meet requirement	Must meet 25 % of the requirement	Must meet 50% of the requirement	Form 3

Section III – Evaluation and Qualification Criteria

2.3.3 Financial Resources

Criteria	Compliance Requirement			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	At least one Partner	
The Bidder must demonstrate that it has the financial resources to meet:					
(a) its current contract commitments	Must meet Requirement	N/A	Must meet requirement for its own contractual commitments	N/A	Form 4
(b) The bidder must have adequate liquid asset of not less than USD 65,000	Must meet Requirement	Must meet Requirement	Must meet 25% of the requirement	Must meet 50% of the requirement	Form 3

Section III – Evaluation and Qualification Criteria

2.4 Bidder’s Experience

2.4.1 Implementation Experience on Technology Solutions for Market Conduct Supervision - (General Experience)

Criteria	Compliance Requirement			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	At least One Partner	
The Bidder must have successfully supplied, designed delivered, customized, integrated, implemented at least one (1) SupTech/RegTech Solution (Technology Solution for Market Conduct Supervision) during the last 5 years.	Must meet requirement	Must meet requirement	NA	Must meet requirement	Form 5

3 Evaluation Procedure and Method

Bids shall be evaluated through the following stages (The Bid evaluation shall follow the Single Stage Two Envelop Procedure)

Stage 1: Technical Evaluation, there are three steps in this Stage.

- Step 1:Preliminary Evaluation
- Step 2: Product Demonstration-Evaluation of Compliance to Functional Requirements Specifications
- Step 3:Post Demo Evaluation

Stage 2: Price Evaluation

Stage 3: Final Evaluation

The Evaluation Committee may undertake written clarifications from the Bidders at any time of the evaluation. The primary function of clarification in the evaluation process is to clarify any ambiguities or any uncertainties, if any, arising out of the evaluation of the Bid documents.

3.1 Stage 1: Technical Evaluation

Step 1: Preliminary Evaluation (Eligibility Criteria)

All Bids shall be checked first with the following contents.

Completeness and Responsiveness of Bidders

Completeness and responsiveness of Bidders will be assessed **as stipulated in Sub-Section 4.1(A) below**, and any Bidders that do not conform to any of the said criteria may be considered as non-responsive and will be rejected.

Eligibility and Qualification of Bidders

Review the eligibility and qualification of Bidders **as specified in Sub-Section 4.1(A) below**.

The preliminary evaluation shall apply criteria of “Satisfied” or “Unsatisfied”. The Bid of the Bidder who satisfies all the two contents mentioned above, shall be evaluated as “Satisfied” and continued being evaluated in detail; otherwise, the Bid shall be rejected.

Step 2: Product Demonstration - Evaluation of Compliance to Functional Requirements Specifications

Bids who have complied mandatory requirements of the Functional Requirement Specification will be invited for a product demonstration. Bidders shall ready and conduct the demonstration within 5 working days from the date of invitation through e-mail.

The mandatory requirements will be validated during the product demonstration and marks will be given as per the criteria given under **4.1 (B) Step 2**

Any Bidder whose score is less than 70% will not be considered for Post Demo Evaluation and shall be rejected.

Step 3: Post Demo Evaluation

During the product demonstration, bidders who proved compliance to Functional Requirements Specifications with a score of \geq to 70% marks shall be considered for Post Demo Evaluation.

The Post Demo Evaluation shall be made based on 6 major evaluation criteria with their corresponding score on a scale of 100 scores as summarized below.

Evaluation Criteria (Technical Proposal)		Score
1	Compliance to Functional Requirements (marks scored at the product demonstration will be prorated to 30)	30
2	Experiences (General and Specific)	25
3	Support	20
4	Adequacy of the proposed work plan including the implementation schedule	10
5	Knowledge Transfer / Capacity Building	10
6	Financial Capability of Bidder	5
Total		100

- Bidder must achieve a **minimum score of 70 for the technical proposal (post demo evaluation)** as per the above table for his Bid to be considered substantially responsive and such bidder will be considered for Stage 2: Price Evaluation.

3.2 Stage 2: Price Evaluation

Those Bidders who have technically qualified as per stage 1 will be considered for Price Evaluation.

The Bid which has the lowest Evaluated Bid Score will be recommended as the successful Bid.

- Determination of the Bid Price for evaluation and rank
- Correction of errors
- Adjustments for deviations
- Application of discounts (if applicable)
- Conversion of Bid prices to a single currency
- Where there is a discrepancy between numbers and words, the amount in words will govern.
- Determination of assessment price of Bids (The Bid price after correction errors and adjusting differences)

The Bid will be awarded based on the Bid price excluding Service and Support cost after correcting errors and adjusting differences.

Any Bid shall be rejected if;

- The Bidder does not accept the correction of arithmetical errors found by the Purchaser.

Price evaluation will be carried out as stipulated in 4.2 – Stage 2: Price Evaluation below.

3.3 Stage 3: Final Evaluation

Based on the results of evaluation and analysis through the successive Stage 1: Technical Evaluation Stage 2: Price Evaluation described above, the Bids which satisfy the minimum technical criterion **will be ranked as stipulated in 4.3 - Stage 3: Final Evaluation below.**

The Bid which has the lowest Evaluated Bid Score will be recommended as the successful Bid.

4 Evaluation Criteria for the Bids

4.1 Stage 1: Technical Evaluation

A. Step 1: Preliminary Evaluation

The Bid shall be checked according to the following criteria. Any Bidder who violates one of the following contents shall be rejected and shall not be evaluated further.

- (1) Completeness and Responsiveness of Bidders

Sr. No	Requirements	Bidding Doc. Reference	Evaluation		Remark
			(Satisfied)	(Unsatisfied)	
1	The Bidder shall submit the Bid on/before the deadline	ITB 24.1	Yes	No	
2	Language of the Bid is English	ITB 13.1	Yes	No	

Evaluation Criteria for the Bids

Sr. No	Requirements	Bidding Doc. Reference	Evaluation		Remark
			(Satisfied)	(Unsatisfied)	
3	Alternative Bid shall not be permitted	ITB 19.1	Yes	No	
4	Number of originals and copies of Bid	ITB 20.1	Yes	No	
5	Letter of Technical Bid	Form A1	Yes	No	
6	Form of Bid	Form 15	Yes	No	
7	Certificate of Purchasing Bid Document	Form No 15			
8	All pages of the Bid are signed by the Bidder's authorized representative	ITB 20.3	Yes	No	
9	Letter of Technical Bid is signed by the Bidder's authorized representative	ITB 20.3	Yes	No	
10	The Bidder submitted the certified copy of Business registration with its Bid	-	Yes	No	
11	Joint Venture Agreement (if the Bidder is a joint venture) (if JV agreement not signed at the time of bidding, a Letter of Intent to execute a Joint Venture agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the Proposed Agreement)	ITB 14.2, 20.4 Form No 1 & 2	Yes	No	
12	Power of Attorney	ITB 20.4	Yes	No	
13	Bid Validity (91 days)	ITB 17.1	Yes	No	
14	Bid Security (a) Amount and Validity (b) Format and Terms	ITB 18.1 Form No 6	Yes Yes	No No	
15	The Additional documents to be submitted with its Bid (a) A written authority to seek references from the Bidder's bankers (b) Principal's / Manufacture authorization(-s) if bidder	ITB 14.1	Yes Yes Yes	No No No	

Evaluation Criteria for the Bids

Sr. No	Requirements	Bidding Doc. Reference	Evaluation		Remark
			(Satisfied)	(Unsatisfied)	
	is not the manufacturer of the SaaS SupTech Solution (Technology Solution for Market Conduct Supervision). (c) The cash-flow schedule in the actual amount and currency (d) Audited financial statement for the past three (03) years 2021,2022, 2023		Yes	No	
16	The prices quoted by the Bidder is fixed	ITB 15.7	Yes	No	
17	Time for completion is 5 calendar months from the date of signing the contract	Section IV	Yes	No	
18	Functional Guarantee of the facilities	Section IV Section III	Yes	No	
19	Completeness of Bids (Functions and related sub functions)	Section V Sub Section 1.2 Table A1	Yes	No	
	Overall Decision		Accept	Reject	

(2) Eligibility and Qualification of Bidders

The Bidder shall meet the following requirements as stipulated in this Section.

Sr. No	Requirements	Bidding Doc. Reference	Evaluation		Remark
			(Satisfied)	(Unsatisfied)	
1	Nationality	ITB 4.3	Yes	No	
2	Conflict of Interest	ITB 4.2	Yes	No	

Evaluation Criteria for the Bids

Sr. No	Requirements	Bidding Doc. Reference	Evaluation		Remark
			(Satisfied)	(Unsatisfied)	
3	SEC Ineligibility	ITB 4.6	Yes	No	
4	Ineligibility based on the law of the Purchaser's country	ITB 4.6	Yes	No	
5	Pending Litigation	Form No 10	Yes	No	
6	Historical Financial Performance	Form No 3	Yes	No	
7	Average Annual Turnover	Form No 3	Yes	No	
8	Financial Resources	Form No 3	Yes	No	
9	General Experience	Form No 5	Yes	No	
	Overall Decision		Accept	Reject	

(3) Mandatory Functions and related functionalities

The Bidder shall propose the following functions and related functionalities as stipulated in this Section.

Sr. No	E-Supervision Functions	Related functions	Evaluation	
			(Satisfied)	(Unsatisfied)
1	Application Administration Framework	<ul style="list-style-type: none"> • Generic Features • User Management • Alerts Management & Notifications • Help and user support Services • Data Analysis and Generation of reports 	Yes	No
2	Electronic Submissions powered with workflow management for	<ul style="list-style-type: none"> • e- submissions and compliance verification for processes defined for SupTech (Technology Solution for Market Conduct Supervision) 	Yes	No

Evaluation Criteria for the Bids

Sr. No	E-Supervision Functions	Related functions	Evaluation	
			(Satisfied)	(Unsatisfied)
	supervision functional areas	functional areas under Section IV. • Dashboards • Interface to External Users		
3	Third Party Integrations	• Document Management System on MS. SharePoint • E-mail servers/ gateways • SEC Microsoft Activity Directory environment • Authorized 3rd party application software (API based integration)	Yes	No
	Overall Decision		Accept	Reject

B. Step 2: Product Demonstration - Evaluation of Compliance to Functional Requirements

Bids who have complied mandatory requirements of the Functional Requirement Specification will be invited for a product demonstration. Bidders shall ready and conduct the demonstration within 5 working days from the date of invitation through e-mail.

Product demonstration will include following items,

- **Presentations**

The Bidder is expected to do a presentation on their product including features, functionalities and benefits that can be brought to the Purchaser.

- **Demonstrations**

At the Product demonstration, the Bidder must demonstrate the key functionalities of the proposed SaaS, SupTech Solution (Technology Solution for Market Conduct Supervision) using their demonstration and should confirm that the Bidder's solution is in compliance to the Functional Requirement Specification (FRS) detailed in Section VIII annexure 1.

- **Customer Reference**

The Bidder is expected to provide customer reference letters and contact details at least from 1 customer. Please use Form 14 of General Formats Section V.

- **Site Visit**

The Bidder may request to facilitate a Site Visit where they have implemented SaaS SupTech solutions (Technology Solution for Market Conduct Supervision), acceptable to SEC. The cost of the Site Visit will be borne by the Purchaser.

Bids are also assigned marks based on the following criteria:

Mandatory and Desirable Requirements Ratings - Throughout the Functional Requirement Specification in Section IV of this Bidding document, requirements are classified as “Mandatory” and “Desirable”. Therefore, Functional Requirements detailed in Section VIII, annexure 1 shall be evaluated as follows:

- (a) Pre-defined evaluation criteria associated with these functional requirements are as follows:
- (i) **Mandatory** – Bidders’ response which meets a mandatory requirement shall score 5 (five) otherwise 0 (zero).
 - (ii) **Desirable** – Bidders’ response which meets a desirable requirement shall score 2 (two) otherwise 0 (zero).

Criticality		
Criteria	Marks	Description
Mandatory	5	Mandatory
Desirable	2	Desirable

- (b) As indicated in the technical responsiveness checklist, bidders’ responses with regard to Mandatory or Desirable features and requirements in Section VIII Annexure 1 can be Standard Functionality, Work Around, Modified, Third Party or Not Available and shall be scored as

Feature	Score
Standard Functionality (STDD)	10
Work Around (WA)	8
Modified (Customisation) (MOD)	6
Third Party Solution (TTP)	0
Not Available (NA)	0

As per the nature of the requirement, for mandatory functional requirements, TTP and NA criteria is considered non-responsive.

- (c) Bidder Responses to Functional Requirements Specifications – As indicated in the Technical Responsiveness Checklist, Bidders responses with regard to “Mandatory” & “Desirable” features and functional requirements in Section VIII is as follows:

Mark per requirement = Criticality * Bidders’ Response

Total Score for Functional Requirements = Total (Mark per requirement) * 30

/ 10 (Total mandatory items * 5 + Total desirable items * 2)

Bidders unable to demonstrate compliance with the functional requirement specification during the product demonstration **shall be rejected and will not be considered for further evaluation.**

D. Step 3: Post demo Evaluation

Further Evaluation will be made by using the following table. Each of the evaluation criteria is divided into several items to ensure in-depth and accurate assessment of the conditions pertaining to each criterion.

A Bidder must achieve a minimum of 70% marks in Functional Requirements Specification (FRS) and total score of 70 marks in order for his Bid to be considered substantially responsive and proceed to the next stage of evaluation.

1. Compliance to Functional Requirements (30 scores)		
Marks derived at Stage 1 Step 02 & 03.		
2. Experiences (25 scores) (The experiences shall have been successfully and substantially completed.)		
Criteria	Score	Evaluation
2.1 General Experience	15	X>1
Number of SupTech/RegTech (Technology Solution for Market Conduct Supervision) projects during the last 5 years.		100%
2.2 Specific Experience	10	X>=1
Number of Cloud based SaaS SupTech (Technology Solution for Market Conduct Supervision) projects successfully implemented for Regulators during the last 5 years. (Some of these projects may have been already stated under 2.1)		100%
3. Support & Maintenance (20 Marks)		
Service Level Agreement Maintenance Support and Service Level Agreements shall be in place with Service Level availability commitments as part of the license subscription Bidder shall provide problem resolution time in respect of following: <ul style="list-style-type: none"> • Total system failure • Failure of a critical function in the application • Failure of a non-critical function 		(10 marks)
Helpdesk Facility The Bidder should maintain a Helpdesk facility to manage all first level and second level issues and problems during the project period and annual license subscription period		(10 marks)

Evaluation Criteria for the Bids

In addition to an onsite Helpdesk, interactive web support for problem reporting and progress tracking needs to be provided (First level support, second level support, etc.).		
4. Adequacy of the proposed work plan including the implementation schedule (10 Marks)		
4.1 Approach to complete the project within the given time frame (5Months) with overall project plan covering all aspects of the project		(10 Marks)
5. Detailed Training Plan (10 Marks)		
<p>There will be various levels and types of training during the project implementation E.g</p> <ol style="list-style-type: none"> 1. Overview level training 2. SEC Supervision division staff training 3. Technical training for the internal IT Team <p>Require a detailed training plan with information on training tools and materials. Proposed involved Training Specialist man days and hours to complete the above-mentioned training levels, will also be considered for evaluation.</p>		(10 marks)
6. Financial Capability of Bidder (5 Marks)		
Criteria	Score	Evaluation
Amount of average annual turnover calculated as total certified payments received for contracts in progress or completed within the last three (03) years (X: in million USD)	5	X>2
		2>X>1
		100%
		50%

4.2 Stage 2: Price Evaluation

The financial Bids will be opened only for technically qualified Bidders who have scored minimum 70 Marks. The evaluation will be carried out if the Financial Bids are complete and computationally correct.

Following will be considered during Price Evaluation;

- Determination of the Bid Price
- Correction of errors
- Adjustments of deviations
- Determination of assessment price of Bids (The Bid price after correction errors and adjusting differences)
- Determining the Bid price offer for Bid awards shall be the Bid price after correcting errors and adjusting differences

Evaluation Criteria for the Bids

Any Bid shall be rejected if;

- The Bidder does not accept the correction of arithmetical errors found by the Purchaser.

The financial score shall be obtained as per following formula

$S_f = 100 \times F_m / F$, in which S_f is the financial score,

F_m is the lowest price and

F the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

$T = 65\%$
$P = 35\%$

Final Evaluation Score (Combined Technical & Financial bids) will finally be done according to the combined technical (S_t) and financial (S_f) scores using a weight of 65 for technical bids and 35 for financial bid, as under: $S = S_t \times 0.65 + S_f \times 0.35$

4.3 Stage 3: Final Evaluation

Based on the results of evaluation and analysis through the successive Stage 1: Technical Evaluation; Stage 2: Price Evaluation described above, the Bidders Will be ranked based on the Final Evaluation Score(S).

Ranking	Final Evaluation Score (S)	Bidder's Name
1 st		
2 nd		
3 rd		

The bid with the highest Final Evaluation Score (S) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award, provided the Bidder was prequalified and/or it was found to be qualified to perform the Contract in accordance with the post qualifications requirements in the bidding document.

SECTION IV

SCOPE OF WORK, FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS

Section IV Scope of Work, Functional and Non-Functional Requirements

1. Brief Scope of work

The Scope of Work includes Supply, Commission and Maintenance of Cloud Based (SaaS) SupTech Solution (Technology Solution for Market Conduct Supervision) for Securities and Exchange Commission of Sri Lanka to meet below objectives and address functions described below.

Key objectives

- Implement evidence-based end to end automated supervision.
- Eliminate unnecessary manual work of the regulator and market intermediaries and Institutions
- Conduct proactive monitoring to minimize risk.
- Cost effectiveness and high efficiency

Main functions to be addressed

It is required to cover the following main functions under the scope of SaaS SupTech Solution (Technology Solution for Market Conduct Supervision): (The list mentioned below is Indicative & not exhaustive)

#	Main Functions	Related functions
1	Application Administration Framework	1.1 Generic features
		1.2 User management
		1.3 Alerts management & notifications
		1.4 Help & user support services
		1.5 Data Analysis and Generation of reports
2	Electronic Submissions powered with workflow management for supervision functional areas	2.1 e- submissions and compliance verification for processes defined for Supervision functional areas (Refer <u>Table A - Supervision functional areas</u> below)
		2.2 Dashboards
		2.3 Interface to External Users
3	Third Party Integrations	3.1 Document Management System on MS. SharePoint
		3.2 E-mail servers/ gateways
		3.3 SEC Microsoft Activity Directory environment

Section IV Scope of Work, Functional and Non-Functional Requirements

		3.4 Authorized 3rd party application software ((API based integration)
--	--	--

Table A - Supervision functional areas

No.	Functional Area
1	Licensing & renewals module
	<ul style="list-style-type: none"> • In principle Approval (IPA) process • Final Grant (FG) process • Renewal Process • Key Management Persons (KMP) approval process • Material Changes approval process • Other information update process • Key Investor Information Data (KIID) approval process
2	Off-site Supervision module
	<ul style="list-style-type: none"> • Unaudited Financial Statement (UAFS) Review process • Audited Financial Statement (AFS) Review process • Compliance Officer (CO) Report Review process • Broker/Margin Provide Credit Report Review process • Collective Investment Scheme (CIS) Monthly Return Review process • Financial Evaluation/ Performance Review
3	On-site Supervision module
	<ul style="list-style-type: none"> • General Information Questionnaire (GIQ) review process • Inspection observations & findings • draft inspection report • final inspection report • follow up action
4	Other supplementary processes module
	<ul style="list-style-type: none"> • complaints lodging • affidavit approval process • trust deed review process • commission paper approval process • follow up & monitoring • enforcement process
5	Supporting Module
	<ul style="list-style-type: none"> • System Admin • Document Management • Work Flow and Messaging • Report and Dashboard • Rule Engine

Section IV Scope of Work, Functional and Non-Functional Requirements

- Bidder may obtain more information from the official web site on <https://www.sec.gov.lk/>
- Functional Requirement Specification (FRS) required in the SaaS SupTech Solution (Technology Solution for Market Conduct Supervision) are given in Section VIII Annexure 1.

1.1 Detailed Scope of Work for the Bidder

Sr. No	Task	Illustrative list of activities/ deliverables
1	Installation and configuration of SaaS SupTech Solution (Technology Solution for Market Conduct Supervision) Licenses – implementation process	<p>1.1 There are currently 50 number of internal supervision staff members and 250 number of different market intermediaries who are using the existing system. It is expected to increase market intermediaries significantly in near future.</p> <p>Hence, it is expected to initially obtain 300 number of user licences.</p> <p>1.2 Bidder should propose most suitable licensing mechanism to meet the demand and the existing volumes of license. Such as Enterprise licensing mechanism.</p> <p>1.3 The offered licenses shall include cost of the additional software license (if required) to meet the functionalities mentioned in Functional and Non-Functional Requirement Specifications (Section VIII) of this document.</p>
2	Acquisition of cloud services such as Infrastructure (IaaS) and Platform (PaaS) for Production and Disaster Recovery	<p>2.1 Bidder shall obtain cloud services such as infrastructure and platform as per the requirements of the proposed solution SaaS SupTech solution (Technology Solution for Market Conduct Supervision).</p> <p>2.2 This would include components such as DBMS, data repositories, storage and other backend systems.</p> <p>2.3 Bidder shall provide necessary protection systems such WAF, IPS, Authentication systems, VPNs etc. Application / Operating systems and any other network communication equipment dedicated to meet project objectives under the above implementation license.</p> <p>2.4 Bidder should responsible for maximum availability and minimum impact to supervision operations continuity.</p> <p>2.5 This includes the supply of all the above listed components for testing, production and Disaster Recovery (DR) environments under implementation and annual license subscription.</p>

Section IV Scope of Work, Functional and Non-Functional Requirements

Sr. No	Task	Illustrative list of activities/ deliverables
		<p>2.6 This scope includes providing support and corrective maintenance during the annual license subscription.</p> <p>2.7 Indicate the ability to interface/integrate with the following systems:</p> <ul style="list-style-type: none"> • Document Management System on MS. SharePoint • E-mail servers/ gateways • SEC Microsoft Activity Directory environment • Authorized 3rd party application software (API based integration) <p>If requires, Bidder need to temporarily interface with existing deployed applications.</p>
3	<p>Implementation Plan of SupTech Solution (Technology Solution for Market Conduct Supervision)</p>	<p><u>Design and Develop the Project Plan</u></p> <p>3.1 Bidder must provide an initial project plan with the Bid document for implementation of the SaaS SupTech Solution (Technology Solution for Market Conduct Supervision) (The implementation plan would include the infrastructure requirements and people support from the Purchaser).</p> <ul style="list-style-type: none"> ▪ The implementation would imply SaaS system for operations of the Purchaser. ▪ The implementation plan should include the methodology to be followed, changing current operations to agreed Bidder’s future state operations, product customization / configuration, site preparation for implementation, training workshops to be conducted, details on training material, project organization for implementation, responsibility matrix for the purchaser and Bidder, test procedures, user acceptance test procedures etc. ▪ Acquisition of dedicated PaaS (DC and DR) by the Bidder for system implementation along with the implementation plan. <p>3.2 The detailed project plan of the implementation is to be prepared at the commencement of the project. The implementation of the SaaS SupTech Solution (Technology Solution for Market Conduct Supervision) will require a strong program management activity. This ensures complete acceptability of the solution within the organization.</p> <p>3.3 Program management services shall aim at improving the business processes, leveraging</p>

Section IV Scope of Work, Functional and Non-Functional Requirements

Sr. No	Task	Illustrative list of activities/ deliverables
		<p>technology solutions, incorporating best-of-breed industry practices to maximize opportunities for the Purchaser’s business operations and at the same time addressing growth and development of the employees</p> <p>3.4 Finalize the Implementation Plan together with the Purchaser and obtain sign-off on the plan from the Purchaser. Detailed Project Implementation Plan should consist of a minimum of the following features:</p> <ul style="list-style-type: none"> ▪ Start and End date for each task ▪ Duration for each task in working days ▪ Resources allocated for each task ▪ Responsible party and resource ▪ A sign-off task to identify an end of a stage or a deliverable ▪ Clearly indicating the Critical Path of the project <p>3.5 Nominate and appoint required teams and steering committee along with</p> <ul style="list-style-type: none"> ▪ Team responsibility ▪ Proposed members for those teams and their responsibilities within that team ▪ Frequency of those team meetings <p>3.6 Establish an escalation path for problem resolution</p> <p>3.7 Risk plan and assessment</p> <p><u>Develop detailed scope for the functionalities to be implemented</u></p> <p>3.8 The detailed scope of the business processes to be implemented shall be finalized by the selected Bidder, in association with the project team members from the Purchaser.</p> <p><u>Deployment of Bidder Manpower</u></p> <p>3.9 Bidder shall ensure deployment of sufficient specialized and experienced manpower throughout the project to complete the implementation &</p>

Section IV Scope of Work, Functional and Non-Functional Requirements

Sr. No	Task	Illustrative list of activities/ deliverables
		<p>stabilization of the SaaS SupTech Solution (Technology Solution for Market Conduct Supervision) in time of 5 calendar months from signing the contract successfully.</p>
4	<p>Finalize new Business Processes in Proposed application</p>	<p><u>Detailed Design</u></p> <p>5.1 Bidder shall design the relevant business processes with all details. The process shall include the following steps:</p> <ul style="list-style-type: none"> • Review Purchaser in-use supervision techniques and current state analysis, to identify areas of improvement and opportunities for standardization. • Designing of the specific functions, screens and data formats along with the process and method for entering the details. • Finalise workflows • Enable functional auditing and audit trails <p><u>Configuration</u></p> <p>5.2 Based on the functionalities designed, the Bidder shall be responsible for:</p> <ul style="list-style-type: none"> • Configure workflows as per SEC requirement • Identification of the fields that need to be captured for the specified functionalities. • Configure alerts and reports based on SEC requirements. • Testing of configuration <p>5.3 The design proposed by the Bidder shall be realistic, scalable, fault tolerant, simple and flexible enough to take care of future changes.</p>
5	<p>Implementation and stabilization</p>	<p>5.1 In accordance with the implementation plan that has been provided, the Bidder would deploy the system.</p> <p>5.2 The Bidder would be responsible for parameterization, customization, ensure stabilization, patch management, security fixes, optimization, performing test runs, training of users, obtaining user acceptance, integration and interface testing, etc.</p> <p>5.3 A committee of the Purchaser who will test the software and check whether it is meeting all the requirements and</p>

Section IV Scope of Work, Functional and Non-Functional Requirements

Sr. No	Task	Illustrative list of activities/ deliverables
		<p>give approval for the acceptance and would undertake user acceptance testing.</p> <p>5.4 Periodic status updates on an agreed upon basis.</p> <p>5.5 At the end of the stage the Bidder is expected to provide:</p> <p>User documentation, System administration manuals, Training material, Disaster recovery plan, User acceptance test reports and adequate licensing to use the SaaS SupTech Solution (Technology Solution for Market Conduct Supervision).</p>
6	Integration Management and Testing	<p>6.1 Integration management and testing should be as per the standard practices. This shall include development of exhaustive test scenarios, carrying out the integration tests on these scenarios and necessary corrections, based on test results and the feedback.</p> <p>6.2 Bidder shall be responsible for completing the integration tests with the desired quality and schedule. Purchaser shall provide support to the Bidder in this connection.</p> <p>6.3 The Purchaser and Bidder project team shall jointly envisage scenarios for testing and developing test scripts. Purchaser will also make available live data for the purpose of testing, wherever required. Purchaser and Bidder shall extensively participate in the functions and integration testing.</p> <p>6.4 The Bidder shall be responsible for the documentation of the integration process & test results. The data conversion testing shall also be done in a similar manner to ensure that, after the loading of final data, the system remains stable.</p>
7	Technical Support	<p>The Bidder is required to undertake the following:</p> <p>7.1 Formulation of all policies and procedures related to System Administration, Data Base Management, applications, archives, network management & security, back up etc with related to SaaS SupTech Solution (Technology Solution for Market Conduct Supervision).</p> <p>7.2 Bidder shall assist the Purchaser team to perform all authorization-related activities (activity group, authorizations, profiles, etc.), till the SaaS SupTech (Technology Solution for Market Conduct Supervision) Solution stabilizes.</p>

Section IV Scope of Work, Functional and Non-Functional Requirements

Sr. No	Task	Illustrative list of activities/ deliverables
		<p>7.3 Assist Purchaser to manage the data interfaces, report printing options, printer configuration etc.</p> <p>7.4 Prepare a detailed System administration manual, Data administration manual, operational manual, User manual which shall be used by the Purchaser's employees to run the SaaS SupTech Solution (Technology Solution for Market Conduct Supervision) enabled production environment. This shall also include how the various parameters shall be monitored/ tuned in a live system. Manuals should be text and screen recordings of steps.</p> <p>7.5 Finalize the archival policies for all Data. All necessary configurations shall be done and tested.</p> <p>7.6 Round the clock support for trouble shooting in functional and technical area.</p>
8	Capacity Building & Training	<p>Purchaser is highly focused on the Capacity Building for its employees for this project. Hence, appropriate & well-designed training for the SaaS SupTech (Technology Solution for Market Conduct Supervision) usage during implementation is a critical success factor of the Purchaser. Capacity Building & Training shall be a continuous activity by the Purchaser throughout the project duration. There will be various levels and types of training during the project implementation by the Purchaser.</p> <ul style="list-style-type: none"> • At the start of the project, the Bidder shall arrange information sharing sessions to provide an insight of the SupTech (Technology Solution for Market Conduct Supervision) functions, best practises and advanced IT systems for the Executives of the Purchaser. • Bidder shall conduct a training needs assessment of the Purchaser's SupTech (Technology Solution for Market Conduct Supervision) core team members as well as end user, as a component of the process improvement and change management process. • Training needs should be continuously refined and frequently reconfirmed with the end-user community & the core team as the project progresses.

Section IV Scope of Work, Functional and Non-Functional Requirements

Sr. No	Task	Illustrative list of activities/ deliverables
		<ul style="list-style-type: none"> • Bidder should focus on Training of Trainers (TOT) sessions for SEC staff. • Bidder shall conduct the following types of training for the Purchaser: <ol style="list-style-type: none"> 1. Overview level training <ul style="list-style-type: none"> • Overview level training for Top Management Bidder shall conduct overview level training of the SaaS SupTech Solution (Technology Solution for Market Conduct Supervision) for the Top Management of the Purchaser for one day at the start of the project. • Overview level training for the Functional Core Team Bidder shall conduct overview level training of the SaaS SupTech Solution (Technology Solution for Market Conduct Supervision) for the Functional Core Team of the Purchaser at the start of the project. • Overview level training for the End Users Bidder shall conduct overview level training of the SaaS SupTech Solution (Technology Solution for Market Conduct Supervision) for the End Users of the Purchaser for 1 day at the start of the project. 2. Technical Training for the internal IT Team This is the technical training to be given to the internal IT team of approximately 03 personnel of the Purchaser by the Bidder themselves, at the cost of the Bidder. Bidder shall give training on the following areas such as: <ul style="list-style-type: none"> • System Administration • Work -flow configurations • Customised report generation • Application log and audit trails • Data export / import 3. End User Training The End Users are the Purchaser's SupTech (Technology Solution for Market Conduct Supervision) staff who involve in day-to-day operations and the

Section IV Scope of Work, Functional and Non-Functional Requirements

Sr. No	Task	Illustrative list of activities/ deliverables
		<p>system users. All the end users need to be trained by the Bidder for the smooth functioning of the Systems.</p> <ul style="list-style-type: none"> • The Bidder shall submit a detailed Training Plan for all the end users. • Bidder shall also give hands on training of the SaaS SupTech Solution (Technology Solution for Market Conduct Supervision) to all the end users. This training should be for at least 40 hours for all the end users. <p><i>Training tools and Training materials:</i></p> <p>Use of recommended training tools/ software(s) for providing various training is essential. Adequate training material which includes training manuals, quick reference cards etc. should be provided during the training sessions. The recommended training material should be in paper & electronic media with courses on Market SupTech (Technology Solution for Market Conduct Supervision) fundamentals, business process overview, job activity training, and delivery options being on-line, instructor led classrooms, etc.</p>
9	Final Preparation and Go-Live	<p>Bidder is required to undertake the following for the Purchaser:</p> <p>9.1 Review readiness for cut over</p> <p>9.2 Manning the central help desk for any queries</p> <p>9.3 Resolve Technical & functionality related issues of SaaS SupTech Solution (Technology Solution for Market Conduct Supervision)</p> <p>9.4 Review the usage and performance of the SaaS SupTech (Technology Solution for Market Conduct Supervision) Solution till it stabilizes</p> <p>9.5 Documentation of the issues/problems that come up and solutions thereof</p> <p>9.6 Final configuration, optimization, volume and stress testing</p> <p>9.7 Switch over to production environment.</p>
10	Annual License Subscription and maintenance.	10.1 The successful Bidder is expected to undertake the entire SaaS SupTech (Technology Solution for Market Conduct Supervision) application Maintenance

Section IV Scope of Work, Functional and Non-Functional Requirements

Sr. No	Task	Illustrative list of activities/ deliverables
		<p>including IaaS and PaaS components of the entire solution stack for minimum 5 years from the date of Go-Live for both production and disaster recovery sites through the Annual License Subscription. During this period, the Bidder shall ensure trouble free running of the total SaaS SupTech solution(Technology Solution for Market Conduct Supervision).</p> <p>10.2The successful Bidder is expected to undertake the SaaS SupTech Solution (Technology Solution for Market Conduct Supervision) Maintenance in accordance with the Service Level Agreements agreed upon between the Purchaser and the Bidder from the date of final acceptance of the implementation (final acceptance will be granted after a pre-defined successful Go-Live).</p> <p>10.3The successful Bidder will undertake maintenance of SaaS SupTech Solution (Technology Solution for Market Conduct Supervision) during the annual subscription period, i.e., for a period of one (1) year which is renewed annually for a period agreed by both parties. (Typically, 5 years)</p> <p>10.4During this period, the Bidder will undertake to rectify any defects/ malfunctioning at no extra cost to the Purchaser.</p> <p>Annual subscription should cover the services which the Bidder provides normally under Technical Support and shall include minimally the following support for SaaS SupTech solution (Technology Solution for Market Conduct Supervision) stack.</p> <ul style="list-style-type: none"> • All product upgrades/ (patches and fixes), Performance tuning, health checkups etc. • User and technical support on a 24 x 7 basis for product related issues <p>10.5In addition to maintenance activities, rectification of errors, if any, will be undertaken by the successful Bidder.</p> <p>The Bidder will also undertake to incorporate any unforeseen changes in procedures and develop additional reports, as required based on a unit rate and negotiations.</p> <p>10.6Additionally, the Bidder may be required to provide handholding support for another one (1) year after the 5 years period at the discretion of the Purchaser with the</p>

Section IV Scope of Work, Functional and Non-Functional Requirements

Sr. No	Task	Illustrative list of activities/ deliverables
		<p>same price quoted for the final year of Annual License subscription and terms & conditions of the contract.</p> <p>10.7 Any modifications or rectifications of the software application must be informed with reasons to the Purchaser. Only authorized entities will be allowed to install/replace by the Purchaser, with prior approval.</p>
11	Disaster Recovery and Back-up	<p>11.1 The Bidder shall formulate an implement an effective Disaster Recovery mechanism as part of the solution</p> <p>11.2 Bidder needs to install, implement and maintain DR site</p> <p>11.3 Bidder should provide technical support in transfers whenever such need arises.</p>
12	Documentation	<p>12.1 Bidder shall prepare and submit complete documentation in Microsoft format, video guides and other required formats of all the reports, documents, configuration settings, other activities, steps / stages involved in the implementation.</p> <p>12.2 Bidder in close coordination with the Purchaser's core team, shall prepare the, end-user manuals and training documents in the jointly agreed templates.</p> <p>12.3 one (1) set of softcopies of each of the finalized documents shall be submitted to the Purchaser.</p>
13	Technical Architecture	<p>13.1 Bidder shall monitor the archiving strategy, control and security aspects during implementation.</p> <p>13.2 The proposed solution should web based, web enabled and browser independent and able to access with less configuration in the client workstation</p> <p>13.3 The recommended architecture shall also provide for scalability, fault tolerance, security, disaster recovery, test and production environments.</p>
14	Sign Off and Closure	<p>14.1 Purchaser recognizes the importance of an expeditious sign off and closure of agreed deliverables and the Purchaser Team will expedite the process of sign off and closure.</p> <p>14.2 However, the Bidder shall facilitate such acceptance/sign off from the Management/Process owners for all the deliverables mentioned above by way of preparing / producing such documentation /</p>

Section IV Scope of Work, Functional and Non-Functional Requirements

Sr. No	Task	Illustrative list of activities/ deliverables
		<p>review reports / test results etc. as may be necessary for the Purchaser to ascertain that the prerequisites subject to sign off and closure, have been met completely in accordance with the Contract Document.</p>
15	<p>Solution Assurance by Quality Review Group</p>	<p>15.1 The SupTech Solution (Technology Solution for Market Conduct Supervision) implementation at the Purchaser's is to be monitored by the Quality Review Group for ensuring smooth and timely implementation as per the requirement of the Purchaser.</p> <p>15.2 Bidder shall provide details of the Quality Assurance Plan envisaged for the implementation of the SupTech Solution (Technology Solution for Market Conduct Supervision) in the project plan. A Quality Review Group shall be constituted which will comprise representatives from the Purchaser and the Successful Bidder.</p>
16	<p>Organization Change Management</p>	<p>16.1 The purpose of Organization Change Management is to ensure that the Purchaser achieves the expected results from its investment in SupTech solution (Technology Solution for Market Conduct Supervision) in a short span of time.</p> <p>16.2 As part of this service, Bidder will work closely with the Purchaser's core team in introducing the change processes, stressing the importance of organizational alignment, and introducing the necessary tools and techniques needed to address issues in the Organization.</p>
17	<p>Process Improvement</p>	<p>17.1 Process Improvement will be done to enable the Purchaser to adopt some of the best practices embedded in the SupTech solution (Technology Solution for Market Conduct Supervision). The areas that can bring maximum benefits will be identified by the Bidder in close coordination with the Purchaser's process owners.</p>

Section IV Scope of Work, Functional and Non-Functional Requirements

Sr. No	Task	Illustrative list of activities/ deliverables
		17.2 The Bidder’s team needs to work closely with the Purchaser’s core team to translate this into a set of processes that can be implemented in SupTech (Technology Solution for Market Conduct Supervision) solution. In order to do this, the Bidder will also bring in knowledge of the best practices adopted by other world-class organizations to the Purchaser’s implementation.
18	Project Management Guidelines	<p>18.1 The project will be governed by a Steering Committee that consists of members appointed by the Purchaser, member(s) of Bidder and Quality Review group. Purchaser will approve the constitution of the Steering Committee at the commencement of the project.</p> <p>18.2 Bidder shall be responsible for “go-live” as per the agreed schedule and output from the deliverables in each Phase.</p> <p>18.3 Purchaser shall appoint a Project Management Unit (PMU) who shall co-manage the project together with the Project Manager appointed by the Bidder and drive the project to successful completion.</p> <p>18.4 Bidder, in coordination with the Purchaser’s PMU, shall execute the detailed design/configuration/testing and all other aspects of implementation.</p> <p>18.5 All the deliverables of the Bidder will be subjected to quality review under Quality Assurance by the Quality Review group.</p> <p>18.6 In all the activities of implementation, the Bidder’s Project Team shall bring in expert Inputs and guide the project. The Purchaser’s Project Team shall actively participate along with the Bidder in carrying out the required activities.</p>

1.2 Functional areas, Project scope and Timelines

Sr. No	Task	Illustrative list of activities/ deliverables
19	Other Functions	In order to support the prime functions, the SaaS SupTech Solution (Technology Solution for Market Conduct Supervision) should also cover the following:

Section IV Scope of Work, Functional and Non-Functional Requirements

		<ul style="list-style-type: none"> • Provision or ability to interface with authorized 3rd party software.
20	Go-Live of the SaaS SupTech (Technology Solution for Market Conduct Supervision) Solution	All the functions as mentioned above shall be implemented and accepted.
21	Geographic Scope of the SaaS SupTech Solution (Technology Solution for Market Conduct Supervision)	<p>SaaS SupTech Solution (Technology Solution for Market Conduct Supervision) will be accessed by the Supervision team at the Purchaser's Office at Level 28 and 29, East Tower, World Trade Centre, Echelon Square, Colombo 01, Sri Lanka and the supervisee such as Market intermediaries.</p> <p>SaaS Solution could be hosted in public cloud as per the non-functional requirements specified with prior approval from the purchaser.</p>
22	Deliverables	Bidder shall be required to follow milestone-based deliverables for the SaaS SupTech (Technology Solution for Market Conduct Supervision) project.
23	Completion Period	<p>The completion works as provided in the contract shall be 5 calendar months from signing the contract.</p> <p>The Kick-Off meeting: Formal project Kick-off and inauguration will take place in Colombo once the contract is awarded. The goal shall be to orient and align both the Purchaser and the Bidder about project expectations and to communicate project goals and objectives.</p> <p>The tasks that are provided in the document and under deliverables but not listed in the delivery schedule are to be performed by the Bidder in such a manner that it will not affect the project schedule.</p>

1.3 Functional and Non-Functional Requirement Specification

Section VIII consists of FRS and Non-FRS documents. The Bidder must use the same format and the sequence as specified in the document and no alterations are allowed.

SECTION V
FORMS AND TEMPLATES

Section V – Forms and Templates

1.1 General Formats

Form 1 - General Information

All individual firms and each partner of a Joint Venture who is bidding, must complete the information in this form.

Where the Bidder proposes to use Subcontractors, they should also supply the following information.

Sr. No	Bidder Information	Bidders Response
1	Company Name	
2	Business Address	
3	Type of organization (Proprietary, Partnership, Private, Public, Public quoted etc.)	
4	Date of incorporation	
5	Business Registration Number	
6	Offices within Sri Lanka	
7	Overseas Offices	
8	No. of Years in business of parent/holding company (if applicable)	
9	No. of Years in business and similar operations	
10	Name of CEO	
11	Members of the Board of Directors	
12	Location of Registered/Corporate office	
13	No. of employees in the following areas: <ul style="list-style-type: none"> • System Development • Quality Assurance • Functional Consultants • Database Administrators • Project Managers • Sales & Support • Administrative • Management 	
14	Support Centre Details (e.g., Location, Key contact person etc.)	
15	Affiliates/Associated Businesses	
16	Level of Accreditation (e.g., CMMi Level 3 etc.)	
17	Nationality	
18	Audited financial accounts of the company/ subsidiary for the last three years	
19	Total revenue in 2023 (USD) financial year	
20	Total revenue in 2022 (USD) financial year	
21	Total revenue in 2021 (USD) financial year	

Section V – Forms and Templates

.....

Authorized Signature of the Bidder
& Company Seal

Form 2 - Joint Venture Summary & Information

Name of Joint Venture	Roles and Responsibilities
1. Joint Venture lead partner	
2. Partner	
3. Partner	
4. Partner	
5. Partner	

1. Bidder's Legal Name:
2. JVA's Party's legal name:
3. JVA's Party's Country of Registration:
4. JVA's Party's Year of Registration:
5. JVA's Party's Legal Address in Country of Registration:
6. JVA's Party's Authorized Representative's Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <ul style="list-style-type: none"> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB 4.1 and 4.3. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB 4.4.

.....

Authorized Signature of the Bidder
& Company Seal

Form 3 – Bidder/Joint Venture Financial Capabilities

Name of Bidder or partner of a Joint Venture
--

Bidders, including each partner of a Joint Venture, shall provide financial information to demonstrate that they meet the requirements. Each Bidder or a Joint Venture shall complete this form. If necessary, separate sheets shall be used to provide complete banker information. A copy of the audited balance sheets shall be attached.

Autonomous subdivisions of parent conglomerate businesses shall submit financial information related only to the particular activities of the subdivision.

Banker	Name of banker		
	Address of banker		
	Telephone	Contact name and title	
	Fax	Email	

Total value of annual turnover of SupTech Solution (Technology Solution for Market Conduct Supervision) implementation in USD at the end of the period reported:

Annual turnover data (applicable activities only; USD)				
	Year 1	Year 2	Year 3	Total
1. Joint Venture /lead partner				
2. Partner				
3. Partner				
4. Partner				
5. Partner				
Total				

Summarize actual assets and liabilities in USD for the previous three calendar years. Based upon known commitments, summarize projected assets and liabilities in USD equivalent to the

Section V – Forms and Templates

next two calendar years, unless the withholding of such information by stock market listed public companies can be substantiated by the Bidder.

Financial information in USD equivalent	Actual: Previous three years			Projected: Next two years	
	3	2	1	1	2
1. Total assets					
2. Current assets					
3. Total liabilities					
4. Current liabilities					
5. Profits before taxes					
6. Profits after taxes					

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 construction cash flow demands of the subject contract or contracts as indicated in the Bidders Data Sheet.

Source of financing	Amount (USD)
1.	
2.	
3.	
4.	

Note: Attach audited financial statements including profit and loss account, balance sheet and explanatory notes for the period stated (for the individual Bidder or each partner of a Joint Venture).

If audits are not required by the laws of the Bidders' countries of origin, partnerships and firms owned by individuals may submit their balance sheets certified by a registered accountant and supported by copies of tax returns.

.....

Authorized Signature of the Bidder
& Company Seal

Form 4 - Current Commitments/ Work in Progress

Bidders and each partner to a Joint Venture of the 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 Contracts	Purchaser, contact address/tel./fax	Value of outstanding Information System (USD)	Estimated completion date	Average monthly invoicing over last six months (USD)
1.				
2.				
3.				
4.				
5.				

.....

Authorized Signature of the Bidder

& Company Seal

Form 5 – Bidder’s Experience Record

Name of Bidder or partner of a Joint Venture	
Use a separate sheet for each contract.	
1	Name of contract & the scope in detail
2	Country
3	Name of Purchaser
4	Purchaser’s address
5	Nature of Information Systems SupTech Solution (Technology Solution for Market Conduct Supervision) and special features relevant to the contract for which the Bidding Documents are issued
6	Contract role (check one) <input type="checkbox"/> Bidder/ Lead Partner in a Joint Venture <input type="checkbox"/> Partner in a Joint Venture <input type="checkbox"/> Subcontractor
7	Amount of the total contract/subcontract/partner (excluding tax) Total contract: USD _____ Subcontract: USD _____ Partner share: USD _____
8	Start Date: _____ Completion Date: _____
9	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).
10	Contract was completed for USD _____ equivalent under/over original contract amount (if over, provide explanation).
11	Special contractual/technical requirements:
12	Indicate the approximate percent of total contract value (USD amount) of Information System SupTech Solution (Technology Solution for Market Conduct Supervision) undertaken by the subcontract, if any, and the nature of such Information System.
13	Name of solutions implemented
14	Functions Implemented

Section V – Forms and Templates

15	No. of branches
16	No. of services (for sector Purchasers)
17	No. of products (for sector Purchasers)
18	Overall Relationship with Purchaser *
19	OS/Database platforms
20	Sector <input type="checkbox"/> Government <input type="checkbox"/> Private <input type="checkbox"/> Others
21	Provide relevant Purchaser references for this contract

Note: Bidder is requested to list contracts of SupTech Solution (Technology Solution for Market Conduct Supervision) Implementations during the last 5 years, complexity, and requiring similar information technology and methodologies to the contract or contracts for which these Bidding Documents are issued, and which the Bidder has undertaken during the period, and of the number. Each partner of a Joint Venture should separately provide details of its own relevant contracts. The contract value should be based on the payment currencies of the contracts converted into USD, at the date of substantial completion, or for ongoing contracts at the time of award.

** If Bidder has carried out an implementation for 1 year and has been providing support for 3 years thereafter, Duration of implementation would be 1 year, and Overall Relationship with Purchaser would be 4 years.*

.....

Authorized Signature of the Bidder

& Company Seal

Form 6 – Bid Security

(.....Date)

Securities and Exchange Commission,

Colombo.

Dear Sirs,

Bid No:

Bid Security No:.....

At the request of our constituent..... of(hereinafter referred to as "The Contractor") we the undersigned duly incorporated in and having its head office at and carrying on business at in the Island of Sri Lanka do hereby undertake and promise to pay to you on demand at Colombo in Sri Lanka currency such sums not exceeding in the aggregate United States Dollar (USD.) as may be demanded by you from time to time here-under provided every such demand is made in writing under the hand of the General Manager or the Chief Executive Officer or your Board or any person purporting to act under the Authority of the Director General of the Securities and Exchange Commission.

Notwithstanding anything to the contrary herein contained these presents shall be valid only up to and include the day of and shall not hereafter be of any force of avail in law except in respect of any demand made by you before 2 p.m. on the said day of provided however that in case we shall have before 2 p.m. on the said day of extended the period of validity of these presents up to any date subsequent to the said day of then the provisions of this clause shall set and amended and read as if the date of which these presents is so extended and originally been inserted wherever in this clause the said day of occurs and these presents shall have force accordingly. Such period of validity may similarly be extended from time to time so as to keep these presents in full force up to such extended date or dates.

A demand addressed to us under the hand of your General Manager or the Chief Executive Officer or other Officer of your Board acting as aforesaid shall be sufficient and conclusive proof that we are liable to pay to you the sum demanded hereunder.

Our liability hereunder shall not in any event exceed a sum of United States Dollar (USD.....) in the aggregate and every payment made by us hereunder shall be a pro tanto discharge of our aggregate liability hereunder.

Section V – Forms and Templates

We specifically agree that you shall be at liberty either in one action to sue us and the said contractor or any other persons or persons jointly and severally or to proceed in the first instance against us only and further that we hereby expressly renounce our right to claim the said Contractor should be excused or proceeded against by action in the first instance and the right to claim that you should recover from us appropriate share of the amount claimed and all other rights, benefits and privileges to which guarantees or sureties are or may in law be entitled, it being expressly agreed and understood that we shall be liable in all respects hereunder as principal debtor to the extent aforementioned including the liability to be used before recourse is had against the Contractor.

Yours faithfully,

Witnesses:

1.

2.

The above Guarantee is issued in respect of the **Bid No:** submitted by (Insert Name of the Bidder) to the Director General, Securities and Exchange Commission, for the supply and delivery of (Name of the Bid)

Form 7 – Performance Bank Guarantee

Performance Security No:

Award No:

KNOW ALL MEN BY THESE PRESENTS that by this BOND we whose registered office is at..... (hereinafter called "Contractor") and a body incorporated in Sri Lanka carrying on business in Colombo whose registered office is at(hereinafter called the "Surety") are hold and firmly bound into the SECURITIES AND EXCHANGE COMMISSION OF SRI LANKA having its Office at Level 28 and 29, East Tower, World Trade Centre, Echelon Square, Colombo 01, its Successor and assigns for an on behalf of the SECURITIES AND EXCHANGE COMMISSION OF SRI LANKA.

Hereinafter called the ("Purchaser") in the Sum of United States Dollar..... (USD.) for the payment of which said sum of money the Contractor and the Surety bond themselves, their successors and assigned jointly and severally by these presents.

WHEREAS We the said Contractor and Surety do hereby undertake and promise to pay to you on demand at Colombo such sum not exceeding United States Dollar..... (USD.) as may be demanded by you from time to time provided every such demand is made in writing under the hand of the Director General or by any person purporting to act under the authority of the Director General. Such written demand shall be sufficient and conclusive proof that we are liable to pay to the Purchaser the sum demanded herein due.

WHEREAS the Contractor and the Purchaser have entered into an Agreement herein after called ("the said Contract") for the Supply and delivery/executing of more particularly described in the Bid bearing No..... dated in conformity with the provisions of the said Contract.

NOW THEREFORE, the CONDITIONS of the above written Bond is such that if the Contractor shall duly perform and observe all the terms provisions, conditions and stipulations of the said Contract on the Contractor's part to be performed and observed, according to the true purport, intent and meaning thereof, or if on default by the Contractor the Surety shall satisfy and discharge any damage or loss and shall pay all costs or expenses, or otherwise sustained by the Purchaser thereby, up to the amount of the above written Bond then this obligation shall be null and void, but otherwise shall be and remain in full force and effect, but no alteration in terms of the said Contract made by agreement between the Purchaser and the Contractor, or in the extend, or nature of the works to be executed thereunder, and no allowance of time by the Purchase under the said Contract, nor any forbearance or forgiveness in, or in respect of any matter or thing

Section V – Forms and Templates

concerning the said Contract on the part of the Purchaser shall in any way release the surety from any liability under the above written Bond.

THIS BOND shall operate and take effect as from the date hereof and shall continue in force and remain valid as and from day of Two Thousand until day of (Two Thousand both days inclusive provided however, the period of validity of this Bond may be extended up to any date subsequent to the said day of then this Bond shall remain full force and effect up to such extended date.

Provided always and it is hereby declared and agreed that all the rights and remedies of the Purchaser under this Bond are to be cumulative and in addition to, and not in substitution for their respective rights and remedies under the said Contract and the rights of the Purchaser against the Contractor and Surety and either of them and their or his respective successors and assigns shall not be prejudiced or affected by any alteration which may be made by agreement between the parties to the said Contract in the terms thereof and of any such award as aforesaid or in the nature of the work to be executed and obligations to be performed thereunder or by time being granted to the Contractors.

It is hereby further declared and we specifically agree that you shall be at liberty either in one action to sue us and the said Contractor or any other person or persons jointly and severally or to proceed in the first instance against us only and further that we hereby expressly renounce our right to claim that the said Contractor should be excused or proceeded against by action in the first instance and the right to claim that you should recover from us a pro-rata share of the amount claimed and all other rights, benefits and privileges to which Guarantors or Sureties are and may in law be entitled, it being expressly agreed and understood that we shall be liable in all respects hereunder as principal debtor to the extent aforementioned including the liability to be sued before recourse is had against the Contractor. Any suit at Law or Proceedings in equity if brought against the Surety or Contractor of any other person to recover any claim hereunder the same shall be instituted in Sri Lanka.

In witness whereof the parties hereto have hereunto set their hand at Colombo on the dates herein mentioned.

Dated at Colombo on thisday....., 20.....

The above Performance Bond is issued at the request of

Witnesses;

1.

2.

Form 8 – Bank Guarantee for Advance Payment

BOND NUMBER: **DATE:**

SUM GUARANTEED:

To: (Name of Purchaser)

..... (Address of Purchaser)

Name of the contract

In accordance with the provisions of the conditions of Contract of the above mentioned contract (name and address of contractor) [hereafter called “the contractor”] shall deposit with (name of Purchaser) a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of (amount of guarantee) (amount in words)

We, the (Bank), as instructed by the contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as merely surety, the payment to (name of Purchaser) on his first demand without whatsoever right of objection on our part and without his first claim to the contractor, in the amount not exceeding (amount of guarantee), such amount to be reduced periodically by the amounts recovered by you from the proceeds of the contract.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or any of the contract documents which may be made between you and the contractor shall in anyway release us from any liability under this guarantee, and we hereby waive notice or any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the contractor pursuant to the contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the contract until (name of the Purchaser) receives full repayment of the same amount from the contractor.

Signature and the seal of the Guarantor:

Name of the Bank:

Address:

Date:

Witness:

Form 9 – Conflicting Relationships

Conflicting Relationships with Bidders/Implementation partner’s organization and related entities

Name of Organisation	Industry	Relationship/ Reason For conflicts

Conflicting Relationships with Individuals in Bidders/Implementation partner

Name of SEC Person	Name of Bidder /implementer Person	Relationship/ Reason for conflicts

Note:

1. *It is required that the Bidders provide professional, objective, impartial services, advice and at all times hold SEC’s interest’s paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.*
2. *Bidders have an obligation to disclose any situation of actual, past or potential conflict that impacts their capacity to serve the best interest of SEC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of any contract.*
3. *State all details of the Affiliates/Associated Businesses of the Bidder and Parent/Holding Company.*

We, the undersigned, as directors/partners of [Bidder’s Organization Name] hereby declare that we have filled in the tables above to the best of our knowledge. We also accept the fact that any omissions, intentional or otherwise, may lead to our disqualification for this Bid.

.....

Authorized Signature of the Bidder
& Company Seal

Form 10 – Litigation History

Name of Bidder or partner of a Joint Venture:

Bidders including each of the partners of a Joint Venture, shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years, or currently under execution. A separate sheet should be used for each partner of a Joint Venture.

Year	Award FOR or AGAINST Bidder	Name of purchaser, cause of litigation, and matter in dispute	Disputed amount (current value, USD)

.....

Authorized Signature of the Bidder
& Company Seal

Form 11 - Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

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

No.: [insert number of bidding process]

To: [insert complete name of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories/ Development Centers at [insert full address of Manufacturer's factories/ Development Centers], do hereby authorize [insert complete name of Bidder] to submit a Bid for the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

Form 12 - Notification of Award

[On letterhead of the Purchaser]

..... Date.

To: [insert name and address of the Contractor]

Subject: Notification of Award Contract No.

This is to notify you that your Bid dated Date for execution of thename of the contract and identification number, as given in the Contract Data for the Accepted Contract Amount of the equivalent of amount in numbers and words and name of currency as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 14 days in accordance with the Conditions of the Contract, using for that purpose, the Performance Security Form included in Section V and Contract Forms of the Bidding Documents.

Authorized Signature:

Name and Title of Signatory:

Name of the Purchaser:

Attachment: Contract Agreement

Form 13 - Certificate of Purchase of Bidding Document

(TO BE SIGNED AND ATTACHED WITH THE OFFER)

Date:

Issued to M/s.:
.....
.....

On behalf of M/s.:
.....
.....

Non-refundable Bid fee receipt No. dated

Director General
Securities and Exchange Commission of Sri Lanka

Date:

I/We agree to abide by the conditions to the Bid, No. and, therefore, submit my/our offer in the attached schedule of prices.

Position and name of signatory:
.....

Address:
.....
.....

.....

Authorized Signature of the Bidder
& Company Seal

Form 14 - Customer Reference

Sr. No	Bidder Information	Bidders Response
1	Company Name	
2	Business Address	
3	Type of organization (Proprietary, Partnership, Private, Public, Public quoted etc.)	
4	Date of incorporation	
5	Business Registration Number	
6	Overseas Offices & Sri Lankan Offices if any	
7	No. of Years in business of parent/holding company (if applicable)	
8	No. of Years in business and similar operations	
9	Name of CEO	
10	Members of the Board of Directors	
11	Location of Registered/Corporate office	
13	Affiliates/Associated Businesses	
15	Nationality	
16	Audited financial accounts of the company/ subsidiary for the last five years	
17	Total revenue in 2023 (USD) financial year	
18	Total revenue in 2022 (USD) financial year	
19	Total revenue in 2021 (USD) financial year	
20	Application /System implemented by the Bidder	
21	Date of Implementation by the Bidder	
22	Name and Number of Functions Implemented by the Bidder	
23	Experience with the Bidder	
24	Whether the Bidder completed the project on schedule	
25	Any other remarks about the Bidder	

.....

Authorized Signature of the Bidder

& Company Seal

Form 15 - Form of Bid

The Chairman,
SEC.

I/We have examined the Conditions of Bid, the Schedule of Prices and all other Documents pertaining to this service, do hereby offer and undertake to carry out the service, to the satisfaction of the Securities and Exchange Commission of Sri Lanka strictly in accordance with the conditions of Bid; at the prices and within the service period set forth in the accompanying Price Schedule pertaining to Bid No. in consideration of the trouble and expense incurred by you in preparing the contract documents and in examining and considering the Bid, I/We further undertake that this Bid shall not be withdrawn by me/us before the expiration of three calendar months from the date of closing but shall remain binding on me/us and may be accepted at any time before such expiration.

And I/We further undertake in the event of this Bid being accepted to furnish a Performance Bond of USD. Such Bond shall be on the form of a Bank Guarantee or such other from as provided in the Bid Conditions and shall be in favour of the Director General, Securities and Exchange Commission of Sri Lanka for the due Performance of the Contract and for the payment of all claims to which the Securities and Exchange Commission of Sri Lanka may be entitled, and to execute an agreement in the prescribed form duly stamped by me/us at my/our expense in accordance with the Stamp Duty Ordinance and to complete the work to the entire satisfaction of the Director General, Securities and Exchange Commission of Sri Lanka.

And I/We further agree that, in the event of my/our withdrawing the offer or declining or failing to execute such bond and/or agreement within two (2) weeks of my/our being called upon to execute such bond and/or such Agreement, the Securities and Exchange Commission of Sri Lanka has the right to confiscate the Bid Bond and to recover from me/us the full amount of damages sustained by the Securities and Exchange Commission of Sri Lanka as a result of my/our so declining or failing.

I/We understand that you are not bound to accept the lowest or any Bid you may receive.

.....

Authorized Signature of the Bidder

& Company Seal

Date :

Bidder's Name:

Address :

Witness

Signature : 1 2.....

Name : 1 2.....

Address : 1 2.....

Form 16 - User Acceptance Certificate

Date: [insert date]

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

To: [insert: name and address of Service Provider]

Dear Sir or Madam:

Pursuant to GCC Clause 2.11.3 (Commissioning and User Acceptance) of the Contract entered into between Service Provider [insert: name of Service Provider] and the [insert: name of Purchaser] (hereinafter the “Purchaser”) dated [insert: date of Contract], relating to the SaaS SupTech Solution (Technology Solution for Market Conduct Supervision), we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the User 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 User 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]

Form 17 - Final Acceptance Certificate

Date	
Project Name and Description	
Purchaser	
Project Manager	

Purpose

The purpose of this Final Acceptance Certificate is to signify acceptance of the delivered solution. It provides verification that all project deliverables have been reviewed and accepted by the Purchaser and it verifies that all work is completed. No outstanding items remaining for completion.

Complete Acceptance Criteria

This document acknowledges formal acceptance of the project named and described above. All the functional acceptance documents are attached and set forth in the list below.

1. Insert Document Name
2. Insert Document Name
3. Insert Document Name

Project Evaluation is Complete

On behalf of the Purchaser, the individual signing below acknowledges that he or she has reviewed the Phase Acceptance Documentation and has verified that all project deliverables meet the project specifications and requirements. The Purchaser acknowledges that there are no unfulfilled obligations remaining. Further, the individual signing below confirms that, he or she, or an authorized agent, has reviewed each of the project deliverables and found each one to either meet or exceed all quality requirements.

Transition and Training are Complete

The Purchaser acknowledges that the hand-over of the project is complete. The new system is in production and operating properly, that the full source code is in possession of the agreed upon owner, that all system documentation has been delivered to the Purchaser and that all training is completed.

Permission to Close Project

By signing below, the Purchaser provides the Project Manager with authorization to perform all project closing activities including releasing the project team and Final Payment (Project Retention payment) as agreed.

Date: _____

By signing below, I _____, in my capacity as _____, for and on behalf of _____, formally accept the project described above. I warrant that I have the authority to accept the project on behalf of _____. *(Insert Name of Purchaser)*

Organization Name

By: _____
Signature

Printed Name and Title

Form 18 - Change Request Form

Project Name		Date	
Project Number		Requestor	
Project Manager		Project Owner	

Describe the Requested Change

Describe the Reason for the Request

Risk Identification/Analysis

Impact Analysis	
Work Products to be modified	Version Number
1.	
2.	
3.	
<i>Describe the impact of the suggested change to work that is already complete.</i>	

Section V – Forms and Templates

Quality Impact			
Additional Quality Assurance or Quality Control Activities			
1.			
2.			
3.			
<i>Describe the impact of the change to quality assurance activities and quality control activities.</i>			
Schedule Impact			
New Deliverables Description	Effort Hours	Date Required	Impact to Other Delivery Dates
1.			
2.			
3.			
<i>Based on the impact, state the estimated date for implementing the requested change. State the new estimated project completion date.</i>			

Budget Impact			
New Deliverables Description	Lessen or Eliminate Other Expenses? Please describe.	Cost of New Deliverable	Total
1.			
2.			
3.			
<i>Describe the overall impact to budget/cost.</i>			

Decision	
<input type="checkbox"/> Approved	<input type="checkbox"/> Rejected
<input type="checkbox"/> Approved with Modifications	<input type="checkbox"/> Deferred
Justifications	

Section V – Forms and Templates

Decision	
<input type="checkbox"/> Approved	<input type="checkbox"/> Rejected
<i>Additional Comments</i>	

Approver's Printed Name

Date

Title

Signature

1.2 Technical Formats

Format 1 - Letter of Bid – Technical Proposal

Form A1

To

Director General

Securities and Exchange Commission of Sri Lanka

Level 28 and 29, East Tower, World Trade Centre,

Echelon Square, Colombo 01.

Sir,

Technical proposal for Supply, Commissioning and maintenance of Cloud based SaaS SupTech Solution(Technology Solution for Market Conduct Supervision)

We, the undersigned, offer to provide our products and services for the above-mentioned project, in accordance with your RFB document dated *[Insert Date]*, and our Bid Proposal. We are hereby submitting our Bid Proposal, which includes this Technical Proposal.

[Please indicate the key selling points of your proposal clearly specifying how you are best suited to assist the purchaser in this project. The maximum permissible limit for the Cover Letter is 2 pages].

If negotiations are held during the period of validity of the Bid Proposal, i.e., before *[Insert Date]*, we undertake to negotiate on the basis of the proposed staff. Our Bid Proposal is binding upon us and is subject to the modifications resulting from contract negotiations.

We understand that you are not bound to accept any Bid Proposal you receive.

We remain,

Yours sincerely,

Date

Signature of Authorized Signatory ...

Place

Name of the Authorized Signatory ...

Designation ...

Name of the Organization ...

Seal ...

Format 2 - Executive Summary

The Executive Summary should initially provide an overview of Bidder’s organization and position with regard to software, professional services and technical services which will be provided to Purchaser and Areas of Business. A summary of the Bidder's products, systems and services that will be provided as part of this proposal should follow. A brief description of the unique qualifications of the Bidder should then be provided followed by a summary on capabilities such as resources and past experience of implementing such products, systems and services. Information provided in the Executive Summary is to be presented in a clear and concise manner. (Please use your own format)

.....

Authorized Signature of the Bidder
& Company Seal

Format 3 - Detailed List of Products, Systems and Services

Purchasers expect detailed list of products, systems and services proposed under this bid. The list should include brief description of products, license mechanism, systems and services, supply equipment configurations, purpose of use, usage level & limits with required technical information. (Please use your own format)

.....

Authorized Signature of the Bidder
& Company Seal

Format 4 - Functional Requirement Specification

The Bidder shall mandatorily complete the following table and compliant with the requirements of the Purchaser.

Table A1

Sr. No	Key SupTech(Technology Solution for Market Conduct Supervision) Functions	Related functions	Compliance	
			Yes/ No	Remarks
1	Application Administration Framework	<ul style="list-style-type: none"> • Generic features • User management • Alerts management & notifications • Help & user support services • Data Analysis and Generation of reports 		
2	Electronic Submissions powered with workflow management for supervision functional areas	<ul style="list-style-type: none"> • e- submissions and compliance verification for processes defined for Supervision functional areas listed below • Dashboards • Interface to External Users 		
3	Third Party Integrations	<ul style="list-style-type: none"> • Document Management System on MS. SharePoint • E-mail servers/ gateways • SEC Microsoft Activity Directory environment • Authorized 3rd party application software(API based integration) 		

Table A - Supervision functional areas

No.	Functional Area
1	Licensing & renewals module
	<ul style="list-style-type: none"> • In principle Approval (IPA) process • Final Grant (FG) process • Renewal Process • Key Management Persons (KMP) approval process • Material Changes approval process • Other information update process • Key Investor Information Data (KIID) approval process
2	Off-site Supervision module
	<ul style="list-style-type: none"> • Unaudited Financial Statement (UAFS) Review process • Audited Financial Statement (AFS) Review process • Compliance Officer (CO) Report Review process • Broker/Margin Provide Credit Report Review process • Collective Investment Scheme (CIS) Monthly Return Review process • Financial Evaluation/ Performance Review
3	On-site Supervision module
	<ul style="list-style-type: none"> • General Information Questionnaire (GIQ) review process • Inspection observations & findings • draft inspection report • final inspection report • follow up action
4	Other supplementary processes module
	<ul style="list-style-type: none"> • complaints lodging • affidavit approval process • trust deed review process • commission paper approval process • follow up & monitoring • enforcement process
5	Supporting Module
	<ul style="list-style-type: none"> • System Admin • Document Management • Work Flow and Messaging • Report and Dashboard • Rule Engine

- Bidder may obtain more information from the official web site on <https://www.sec.gov.lk/>

Section V – Forms and Templates

- Functional Requirement Specification (FRS) required in the SaaS SupTech Solution (Technology Solution for Market Conduct Supervision) are given in Section VIII Annexure 1.

The Bidder is expected to submit responses for the FRS.

To facilitate the evaluation process, for the *Functional Requirement* listed, the Bidder must provide one of the following responses and describe to the Purchaser through comments, how the Bidder’s solution meets each of the functional requirements specified in Section VIII Annexure 1.

Standard Functionality	(STDD)
Work Around	(WA)
Modified (Customisation)	(MOD)
Third Party Solution	(TTP)
Not Available	(NA)

Bidder should organize responses to specified functional requirement specifications in the above given format. Any other response (blank responses as well as duplicate responses) will be considered as “Not Complied”. Except for the requirements marked as “Not Complied”, all other requirements would be considered as being provided by the Bidder within the cost stated through the Commercial Proposal.

In addition, Key Functional Requirements, if any and business benefits which would be realized by the Purchaser on implementation of the Software application, should be provided in a quantifiable manner.

Bidder can use the Bidder’s comments column (Remarks) to insert other comments for a particular user requirement.

.....

Authorized Signature of the Bidder

& Company Seal

Format 5 - Responses to additional functionalities and innovative features such as AI /ML

The Bidder may also describe to the Purchaser functionalities supported by the solution, but not mentioned in Functional Requirement Specifications in Section VIII Annexure 1. Such additional functionalities should be clearly demarcated from the functionalities already provided in Section VIII in Table A2.

Innovative functionalities should cover the features, which give additional benefits to the Purchaser in running its operations with improved efficiency and productivity.

Bidder should also mention whether such innovative and additional functionalities have been well tested and tried in other sites of the Bidder. Additional hardware, software, etc. needed if any, for the stated additional features.

All innovative features specified by the Bidder would be considered during the evaluation process.

Table A2

Sr. No	Details of additional Functionality and Innovative features	Benefits to Purchaser	Implemented Sites if any	Bidder Comments
1.	e.g AI / ML			
2.				
3.				

.....

Authorized Signature of the Bidder
& Company Seal

Format 6 - Approach and Methodology

6.1 Overall Project Plans

Bidder is expected to submit a well-organized comprehensive Project Plan (Template A1) for the deployment. Bidder may duplicate Template A1 for this purpose. The project plan is expected to concentrate on activities that will commence after the contract signing and end with the final user sign-off (Final Acceptance).

The project plan is expected to include the following:

- Clear separation of major activities (i.e., Current state assessment, Interface development, customization, Data Conversion (Data Migration), implementation, parallel run, etc.).
- Each major activity should identify all related sub-activities, and this can be further detailed down to three or four levels.
- Milestones of each phase/ stage/ major activity
- Time allocation for each activity along with the duration and man-days.
- Resource allocation for each activity, clearly identifying the responsible party and the team member for that activity.
- Clear indication to the Critical Path and an action plan to maintain critical activities.

In addition, the Bidder is expected to update the purchaser's personnel on an agreed upon time interval on the progress of the implementation. Clear identification of such status meetings should be required in the project plan. Any limitations or dependencies, which could possibly occur at each stage, should be clearly stated separately. The problem-solving mechanisms and risk assessments must be stated.

Section V – Forms and Templates

Format of the Project Plan should be as follows:

Template A1

Sr. No	Task	Weekly Work plan (in form of Gantt Chart)												
		1	2	3	4	5	6	7	8	9	10	11	12	
1	Understanding the business process & preparation of blueprint		★											
2	Program development & Interface				★									
3	Customization								★					
4	Data Migration													
5	Implementation												★	
6	Testing													
7	Preparation & Submission of Procedure Manuals								★					
8	Training													
9	User Acceptance Testing													
10	Go Live												★	
11	Any other, please specify													

Note: The task listing shown above is illustrative. The Bidders may add/delete/modify tasks/sub-tasks to the above as appropriate. The tasks, sub tasks etc. should be clearly numbered.

You are also required to state critical milestones in your work plan in terms of deliverables. ★

Section V – Forms and Templates

In respect to this section, the Bidder should follow *Table A3 below*, together with project plans similar to the one illustrated in *Template A1*.

Table A3

Sr. No	Main/ sub phases in the project plan	Scope/ main activities of the phases	Dependencies (Note 1)	Duration / Man-days	Other details (Note 2)
1					
2					

Note 1:

Any pre-requisite needed to carry out a particular activity should clearly be identified under the ‘Dependencies’ column.

Note 2:

In this column, the Bidder should clearly mention the following points:

- *Responsibilities of each party (Bidder, purchaser and third party)*
- *Bidder, purchaser, consultants and any 3rd party participation*
- *Other Bidder comments*

6.2 Project Management

The project management approach should be in line with the proposed project plan of activities. Bidder should clearly define the project management approach and they should propose the methodology for obtaining users and senior management commitment / sign-off at each stage, any knowledge sharing sessions to be conducted by the Bidder, methodology adopted by the Bidder to update the purchaser with the status of the project etc. Bidder should provide the above details in the following table (*Table A4*).

Table A4

Sr. No	Project management Approach and Methodology and other Remarks
1	
2	
3	
4	
5	
6	

In addition, a clear diagram of the proposed project team structure of the Bidder, purchaser and the consultants should be provided. A diagram of escalation path for resolution of problems which may arise during the project period should also be provided. The same committed proposed project team should be used for the implementation if the Bidder has been selected. A full detailed Bio Data should be provided of each team member according to the format in the Section V – Form 11.

6.3 Conversion Methodology (Data Migration)

The data migration requirements identified through the discovery session should be used to propose the conversion (data migration) methodology. The Bidder's response must explain (in Table A5 & A6) the methodologies of how the current data are expected to be converted (migrated) to the proposed solution. This should clearly state the following:

Table A5

Sr. No	Conversion Methodology
1.	Data Migration Scope and Teams
1.1	Define the scope of migration
1.2	Preparation of sites where the migration is due to take place
1.3	Identify the resource requirement
1.4	Provide documented data migration strategy and procedures

Section V – Forms and Templates

Sr. No	Conversion Methodology
1.5	Data migration monitoring mechanism
2.	Data Mapping
2.1	How the data sources and data destinations will be identified and checked for accuracy
2.2	How data sources and data destinations will be mapped
2.3	Whether any tests will be conducted on data migration programs (for electronic data migration) prior to conducting the live cut-off
3.	Data off-loading and cleansing
3.1	Facilitate performing data off-loading
3.2	Facilitate performing data cleansing with data cleansing plan
4.	Data migration – re-populating / uploading the data
4.1	Action plan
4.2	Methodology of data verification
4.3	Post conversion data review
4.4	Methodology to identify the issues and to take corrective action

Table A6

Sr. No	Conversion (Data Migration) Activities	Process in each phase/ activity	Bidder comments (Note 1)	Resources and other requirements (H/W, human resources from the purchaser and Bidder, etc.)
1				
2				
3				
4				
5				
6				

Note 1:

Bidder should state:

- *Key issues in each activity and the resolution*
- *Dependency on other activities etc.*

Note 2:

The timing of the conversion process should be clearly stated in the project plans (Template A1)

6.4 Implementation Methodology

The implementation methodology should be in line with the project plans proposed. The Bidder is expected to prepare detailed implementation plans (in Table A7) for the implementation of the IT Solution for the purchaser. The implementation plan is expected to include the following at a minimum:

- Methodology to be adopted to transfer activities to the new system e.g., parallel run, overnight transfer etc.
- User Acceptance Testing
- Necessity for a test environment and additional resource requirements for the test environment
- Parallel run

Table A7

Sr. No	Main implementation Activities	Scope of Work (Note 1)	Bidder comments (Note 2)
1			
2			
3			
4			
5			

Note 1:

In this column the Bidder should clearly state the following points:

- *Implementation methodology*
- *Main activities of the implementation*
- *Planning for transfer methodology and continuous testing strategy*
- *Identification of key issues that may arise along with the proposed solutions*
- *End deliverable or achievement of each implementation activity*
- *User acceptance testing*
- *Acceptance mechanism (sign off)*
- *Interaction with existing systems should be clearly stated.*

Note 2:

In this column the Bidder should clearly state the following points:

- *Resource requirements from purchaser*
- *Responsibilities of each party (Bidder, purchaser, 3rd party)*
- *Bidder participation*
- *Knowledge transfers during each stage*
- *Training*
- *Other Bidder comments*

Note 3:

The timing of the implementation process should be clearly stated in the project plans (Template A1)

6.5 Timeframes, milestones and deliverables

The Bidder is expected to clearly define the time frame of the project plans, key milestones, which will be achieved during the time frame and the Bidder is expected to clearly specify the deliverables in the proposal (*in Table A8*). These deliverables should be linked to specific milestones, to identify the quantum of work completed at a particular time period.

Table A8

Sr. No	Main phases in the implementation plan	Milestones	Deliverables	Tentative delivery date/ Time Frame
1				
2				
3				
4				
5				
6				
7				

6.7 Project Delivery Team

Bidder should clearly define the teams (Bidder's teams) who would be involved in the implementation process. Their main activities and responsibilities in relation to the SaaS SupTech Solution (Technology Solution for Market Conduct Supervision) implementation and implementation in government organizations should be clearly inserted in Table A9.

Table A9

Sr. No	Team/ Team member Name	Position	Responsibilities	Tasks assigned	Time Allocation	
					On-site	Off-site
1	Team 1					
2	Member 1					
3	Member 2					
4	Member 3					
5	Team 2					

Note:

- Bidder is expected to provide qualifications, past experiences of project members under Section V – Form 11.
- Bidder should clearly demonstrate the personal schedule of each and every member of the project team in the following diagram (Template A2).

Section V – Forms and Templates

- *It is compulsory that the Project Team is composed of individuals stated in Section V Form 11 to be used from contract signing to closure of the implementation if the Bidder has been selected.*
- *The final project team to be selected and decided by the purchaser prior to contract formulation. The selection would be based on the evaluation criteria described in Section III.*

Section V – Forms and Templates

Template A2

Position with Name	Full time employee of the Bidder (Y/N)	Months/Weeks												Months/Weeks		
		1				2				3				Field	Home Office	Total
		1	2	3	4	5	6	7	8	9	10	11	12			
Project Manager		■														
Solution Architect																
Functional Consultants				■	■			■	■		■	■				
Technical Consultants																
Database Administrator		■	■			■	■		■	■						
Software Engineer/Developer																
Tech Lead - Quality Assurance				■	■	■	■	■	■	■	■	■	■			

Legend		Full Time	■	Part Time	■
--------	--	-----------	---	-----------	---

.....

Authorized Signature of the Bidder

& Company Seal

Format 7 - Training

7.1 Training Methodology

Training will form critical pre-condition for ensuring the success of the system implementation. Therefore, the purchaser expects from the Bidder to provide a series of workshops/ training programs to fulfill the training requirements. Bidder may cost the training component separately within the Financial Proposal. Bidder is expected to provide his/her confirmation on training requirements of the purchaser mentioned in the Section VII Non-Functional Requirement specification document.

Bidder is expected to mention the main areas covered under the training programs (for Example: Functional area training, Technical training, Database training, Hardware training, etc.). Functions or sub areas covered under the above-mentioned categories, the target audience for each training program and the number of days allocated for each training area should be highlighted in *Table A10*.

Table A10

Sr. No	Main Area/ Phase/ Stage	Function or Sub Area	Target Audience	No of days/ weeks allocated
1.	Functional Training			
1.1				
1.2				
1.3				
2.	Technical Training (If any)			
2.2				
2.3				
3	End User Training			
3.1				

Above table is for illustration purposes only

.....

Authorized Signature of the Bidder

& Company Seal

Section V – Forms and Templates

Note 1:

Bidder should provide the qualifications and past experience of the training team/instructors It is compulsory that the same training team be used for the training sessions in the event the Bidder has been selected.

Note 2:

Training plan should be clearly included in the Project Plans (Template A1)

Note 3:

Bidder should propose the number of training sessions based on the Volumetric Information provided in Section VIII.

Format 8 - Service and Support

This section identifies operational support services to be provided by the Bidder. Purchaser requires a high level of operational support that requires the Bidder to maintain, repair, and upgrade the new solution over its useful life. The following further defines the support requirements for the proposed IT solution.

Bidder is required to provide their confirmation on the service and support requirements of the purchaser, mentioned under Non-Functional Requirement Specification document in the Section VIII Annexure 2.

Note: The Bidder is also requested to indicate the formal and informal escalation authority for the unresolved service requests and the procedures for the same, preferably in a diagram format.

Format 9 - Agreements

Bidder should provide the agreements mentioned under *Table A12*. By providing the response as “Yes” to” Bidder Compliancy” column, the Bidder agrees to comply with the respective document and would be willing to do any extensions or amendments as per any fair requests made by the Purchaser.

Table A12

Sr. No	Agreements	Bidder Compliancy (Yes/No/Not Available)
	Standard Product/ Software License Agreement	
	Standard Maintenance/Support Agreement	
	Standard Service Level Agreement (SLA)	
	Standard Partnership Agreements with JVs	

.....

Authorized Signature of the Bidder
& Company Seal

Bidder is expected to attach all other relevant documents, certified benchmark results, brochures, etc. under this section, including of 3rd parties, if required.

Format 10 - Licensing Mechanism

The Bidder must describe to the purchaser the proposed licensing model for the SaaS SupTech Solution (Technology Solution for Market Conduct Supervision).

Other licensing requirements such as operating system, database, anti-virus software and hardware, 3rd party products/ services required for the entire SaaS application should be a part and parcel of the SaaS SupTech (Technology Solution for Market Conduct Supervision) License.

Bidder is required to provide their confirmation on the service and support requirements of the purchaser, mentioned under *Table A13. In the event the Licensing Model and or Licensing information differ requirements, the Bidder may duplicate Table A13 as required.*

Table A13

Sr. No	Licensing	Bidder Confirmation (Yes/No)	Remarks
1	Introduction		
1.1	The Bidder shall declare all different types of licensing structures for their solution.		
1.2	The Bidder shall declare licensing categories and its privilege levels.		
1.3	The licensing shall have flexibility and reusability to cater to staff movement requirements of the organization such as transfers, promotions, etc.		
1.4	The Bidder shall provide licensing without any extra charges for Disaster Recovery, Security, Training, Development and Test environments.		
1.5	The price structure for the renewal of licenses shall be clearly mentioned for the next 10 years.		
1.6	The solution shall support an employee, who needs to access multiple functions with a single user license.		
1.7	The Bidder shall provide a licensing calculation mechanism with prices for base license (such as Enterprise) and additional license slabs with incremental prices.		

Section V – Forms and Templates

1.8	The Bidder shall not claim any licensing charges for upgrade or modular replacement for the next 5 years from the day of commercial roll-out. Any such functions shall be available to the purchaser at no cost.		
1.9	The Bidder shall provide the minimum number of licenses required during the implementation and testing.		

.....

Authorized Signature of the Bidder
& Company Seal

Note 1:

Requirements of the licenses and the types of licenses should be included in the technical proposal, and the financial values have to be included in the financial proposal.

Format 1 - Letter of Bid – Financial Proposal

Form B1

To

Director General

Securities and Exchange Commission of Sri Lanka

Level 28 and 29, East Tower, World Trade Centre,

Echelon Square, Colombo 01.

Sir,

Financial proposal for Supply, Commissioning and maintenance of Cloud based SaaS SupTech Solution (Technology Solution for Market Conduct Supervision) for Securities and Exchange Commission of Sri Lanka.

We, the undersigned, offer to provide our products & services for the above-mentioned project, in accordance with your RFB dated *[Date]*, and our Bid Proposal (Technical and Financial Proposals). The Financial Proposal is for the Total fee of United States Dollar (USD) *[Insert Bid amount (Table C1) in words and figures]* along with United States Dollar (USD) *[Insert amount in words and figures]* as Out-of-Pocket expenses. The Total fee is inclusive of all taxes, duties, charges and levies, as applicable and payable under the local laws and subject to all statutory deductions applicable, if any.

The Total fee of United States Dollar (USD) *[Insert Total Bid amount (Table B1) in words and figures]* as the Total Project Price.

Our Financial proposal shall be binding upon us, subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., *[Insert date]*.

We understand that you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Date

Signature of Authorized Signatory ...

Place

Name of the Authorized Signatory ...

Name of the Organization and Seal

Designation ...

Format 2 - Summary of total cost component

The Bidder is required to submit the Financial Proposal in the formats provided below.

It is essential for the Bidder to disclose all licensing policies adopted for the purpose of this Project. Please refer Section VII SCC Section 6.4 for Project payment terms.

Table C1

Sr No	Description	Cost (in figures)	Cost (in words)
		USD	USD
1	Implementation, Integration and Commissioning, Training - with all necessary components of the SaaS SupTech (Technology Solution for Market Conduct Supervision) Application for Production and DR/HA sites including security and data migration till Go-live for the licensing requirement stated in Scope of work		
2	Annual subscription and maintenance fee year 1		
3	Annual subscription and maintenance fee year 2		
4	Annual subscription and maintenance fee year 3		
5	Annual subscription and maintenance fee year 4		
6	Annual subscription and maintenance fee year 5		
	Project Total Cost *		

*Applicable Local taxes would be borne by SEC and any taxes applicable in the bidder's country should be borne by the bidder.

.....
Authorized Signature of the Bidder

& Company Seal

Format 3 – Additional License Cost

In the case of additional license requirements (beyond 300) of the purchaser, Bidder shall specify cost of licensing as per the table C3. Bidder may specify individual (each) license cost or block of license (specify the number of licenses in a block) for next 10 years.

Table C3

Number of License	Year 1	Year 2	Year 3	Year 4	Year 5
Block of licenses (specify the number of licenses in a block e.g 10)					

.....

Authorized Signature of the Bidder

& Company Seal

Format 4 - Project Rate Card – Change Request

It is expected that the Bidder shall provide sufficient details for the Project Rate Card, as per his cost for the project period of 5 years. (Inclusive of warranty and Annual Support and Maintenance Charges). These rates will not be considered for the Bid financial evaluations, but the rates should be in line with the rates provided in Tables C4 and will be negotiated during the contract initiations with the successful Bidder.

Table C2

Sr. No	Resource Type	Per day Rate (USD)
1	Project Manager	
2	Solution Architect	
3	Functional Consultant	
4	Technical Consultant	
5	Database Administrator	
6	Software Engineer/ Developer	
7	Quality Assurance Lead	

.....

Authorized Signature of the Bidder

& Company Seal

SECTION VI
GENERAL CONDITIONS OF CONTRACT (GCC)

Section VI – General Conditions of Contract

1. General Provisions

1.1 Definitions Capitalized terms used in this Contract and not otherwise defined have the meanings given such items in the Compact or the related document. Unless the context otherwise requires, the following words whenever used in this Contract have the following meanings:

1.1.1 Contract Elements

- (a) “Contract” means the agreement entered into between the Purchaser and the Service Provider using the Form of Contract contained in the Sample Forms Section of the Bidding Documents and any modifications to this form agreed to by the Purchaser and the Service Provider. The date of the Contract shall be recorded in the signed form.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in Sri Lanka, as they may be issued and in force from time to time.
- (c) “Bid” means the bid for the Provision of the Goods and the Related Services submitted by the Service Provider and accepted by the Purchaser and that forms an integral part of this Contract.
- (d) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Purchaser.
- (e) “Bidding Documents” refers to the collection of documents issued by the Purchaser to instruct and inform potential Service Providers 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 Service Provider. The General and Special Conditions of Contract, the Functional Requirements Specifications, and all other documents included in the Bidding Documents reflect the Procurement Guidelines that the Purchaser is obligated to follow during procurement and administration of this Contract.
- (f) “Completion” means the fulfilment of the Related Services by the Service Provider in accordance with the terms and conditions of the Contract.
- (g) “Contract Documents” means the documents specified in GCC and SCC.

Section VI – General Conditions of Contract

- (h) “Contract Price” means the price or prices defined in the Contract.
- (i) “Foreign Currency” means any currency other than the currency of the country of the Purchaser;
- (j) “Local Currency” means the currency of the country of the Purchaser;
- (k) “GCC” means the General Conditions of Contract.
- (l) “Obstructive Practice” means any act taken in connection with the implementation of any contract supported, in whole or in part:
 - that results in the destroying, falsifying, altering or concealing of evidence or making false statement(s) to investigators or any official in order to impede an investigation into allegations of a coercive, collusive, corrupt, fraudulent or prohibited practice.
 - that threatens, harasses or intimidates any party to prevent him or her from either disclosing his or her knowledge of matters relevant to an investigation or from pursuing the investigation; and/or
 - intended to impede the conduct of an inspection and/or the exercise of audit rights for in the Contract and under the Compact and related agreements.
- (m) “SCC” means the Special Conditions of Contract.
- (n) “Functional Requirements Specifications” means the Functional Requirements Specifications Section of the Bidding Documents.
- (o) “Implementation Schedule” means the Implementation Schedule of the Functional Requirements Specifications.

1.1.2 Entities

- (a) “Purchaser” means the party who employs the Service Provider.
- (b) “Project Manager” means the person named as such in the SCC or otherwise appointed by the Purchaser in the manner provided in GCC Clause 5.4 (Project Manager) to perform the duties delegated by the Purchaser.
- (c) “Service Provider” means the firm or joint venture entity whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract.

Section VI – General Conditions of Contract

- (d) “Service Provider’s Representative” means any person nominated by the Service Provider and named as such in the Contract or otherwise approved by the Purchaser to perform the duties delegated by the Service Provider.
- (e) “Subcontractor” means any firm to whom, any of the obligations of the Service Provider, including preparation of any design or supply of any systems or other services, is subcontracted directly or indirectly by the service Provider.
- (f) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity unless specified in the SCC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Purchaser under this Contract;
- (g) “Party” means the Purchaser or the Service Provider, as the case may be, and “Parties” means both of them;
- (h) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof
- (i) “Adjudicator” means the person appointed in “Dispute Adjudication Board” which may consists of 3 persons, appointed by agreement between the Purchaser and the Service Provider to make a decision on or to settle any dispute between the Purchaser and the Service Provider referred to him or her by the parties.

1.1.3 Scope

- (a) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (b) “SaaS SupTech Solution” (Technology Solution for Market Conduct Supervision) means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Service Provider’s Equipment), together with the Services to be carried out by the Service Provider under the Contract.
- (c) “Specifications” means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Purchaser.
- (d) “Subsystem” means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and

Section VI – General Conditions of Contract

- commissioned individually before Commissioning of the entire System.
- (e) “Information Technologies” means all information processing and communications related hardware, Software, supplies, and consumable items that the Service Provider is required to supply and install under the Contract.
 - (f) “Goods” means all equipment, machinery, furnishings, Materials, and other tangible items that the Service Provider is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Service Provider’s Equipment.
 - (g) “Services” means all technical, logistical, management, and any other Services to be provided by the Service Provider 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.
 - (h) “The Project Plan” means the document to be developed by the Service Provider and approved by the Purchaser, based on the requirements of the Contract and the Preliminary Project Plan included in the Service Provider’s bid. The “Agreed and Finalized Project Plan” is the version of the Project Plan approved by the Purchaser. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
 - (i) “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.
 - (j) “System Software” means Software that provides the operating and management instructions for the underlying hardware and other components identified in the Contract, and 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.
 - (k) “General-Purpose Software” means Software that supports general-purpose office and software development activities identified in the Contract and other Software as the parties may agree in writing to be General- Purpose Software. Such

Section VI – General Conditions of Contract

General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.

- (l) “Application Software” means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System identified in the Contract and other Software as the parties may agree in writing to be Application Software.
- (m) “Standard Software” means Software identified in the Contract and other Software as the parties may agree in writing to be Standard Software.
- (n) “Custom Software” means Software identified in the Contract and such other Software as the parties may agree in writing to be Custom Software.
- (o) “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) “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.
- (q) “Standard Materials” means all Materials not specified as Custom Materials.
- (r) “Custom Materials” means Materials developed by the Service Provider at the Purchaser’s expense under the Contract and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.
- (s) “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.
- (t) “Service Provider’s Equipment” means all equipment, tools, apparatus, or things of every kind required in or for installation,

Section VI – General Conditions of Contract

completion and maintenance of the System that are to be provided by the Service Provider, but excluding the Information Technologies, or other items forming part of the System.

1.1.4 Activities

- (a) “Delivery” means the transfer of the Goods from the Service Provider to the Purchaser in accordance with the Contract.
- (b) “Installation” means that the System or a Subsystem as specified in the Contract is ready for Commissioning.
- (c) “Pre-commissioning” means the testing, checking, and any other required activity that may be specified in the Functional Requirements Specifications that are to be carried out by the Service Provider in preparation for Commissioning of the System.
- (d) “Commissioning” means operation of the System or any Subsystem by the Service Provider following Installation, which operation is to be carried out by the Service Provider, for the purpose of carrying out User Acceptance Test(s).
- (e) “User Acceptance Tests” means the tests specified in the Functional Requirements Specifications and Agreed and Finalized 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 Functional Requirements Specifications and Agreed and Finalized Project Plan.
- (f) “User 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).

1.1.5 Place and Time

- (a) “Purchaser’s Country” is the country named in the SCC.
- (b) “Service Provider’s Country” is the country in which the Service Provider is legally organized, as named in the Contract.
- (c) “Project Site(s)” means the place(s) **specified in the SCC** for the supply and installation of the System.
- (d) “Eligible Country” means the countries and territories eligible for participation in procurements in Republic of Sri Lanka.
- (e) “Day” means calendar day.
- (f) “Week” means seven (7) consecutive Days, beginning the day of the week as is customary in the Purchaser’s Country.

Section VI – General Conditions of Contract

- (g) “Month” means calendar month.
- (h) “Year” means twelve (12) consecutive Months.
- (i) “Day works” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (j) “Effective Date” means the date of fulfillment of all conditions specified in the Contract (Effective Date for Determining Time for Achieving User Acceptance) of the Contract, for the purpose of determining the Delivery, Installation, and User Acceptance dates for the System or Subsystem(s).
- (k) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Purchaser.
- (l) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Purchaser and Service Provider in relation to the System, as **specified in the SCC**.
- (m) “Defect Liability Period” (also referred to as the “Warranty Period”) means the period of validity of the warranties given by the Service Provider commencing at date of the User Acceptance Certificate of the System or Subsystem(s), during which the Service Provider is responsible for defects with respect to the System.
- (n) “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 Service Provider 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).
- (o) “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

1.1.6 Others

- (a) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to influence the actions of a party in connection with the implementation of any contract supported, in whole or in part, including such actions taken in connection with a procurement process or the execution of a contract;
- (b) “collusive practice” means a tacit or explicit agreement between two or more parties to perform a coercive, corrupt,

Section VI – General Conditions of Contract

fraudulent, obstructive or prohibited practice, including any such agreement designed to establish prices at artificial, noncompetitive levels or to otherwise deprive the Purchaser of the benefits of free and open competition

- (c) “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of a public official, Purchaser staff, consultants, or employees of other entities engaged in work supported, in whole or in part, including such work involving taking or reviewing selection decisions, otherwise advancing the selection process, or contract execution, or the making of any payment to any third party in connection with or in furtherance of a contract;
- (d) “fraudulent practice” means any act or omission, including any misrepresentation, that misleads or attempts to mislead a party in order to obtain a financial or other benefit in connection with the implementation of any contract supported, in whole or in part, including any act or omission designed to influence (or attempt to influence) a selection process or the execution of a contract, or to avoid (or attempt to avoid) an obligation;
- (e) “Government” means the government described in the SCC.
- (f) “Tax” has the meaning given the term “Taxes and Contributions” in the Contract.

1.2 Governing Law The Contract shall be interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.

1.3 Interpretation 1.3.1 Governing Language

- (a) All Contract Documents and related correspondence exchanged between Purchaser and Service Provider shall be written in the language specified in the SCC, and the Contract shall be construed and interpreted in accordance with that language.
- (b) If any of the Contract Documents or related correspondence are prepared in a language other than the Governing Language, the translation of such documents into the Governing Language shall prevail in matters on interpretation. The originating party, with respect to such documents shall bear the costs and risks of such translation.

Section VI – General Conditions of Contract

1.3.2 Singular and Plural

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

1.3.3 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.

1.3.4 Persons

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

1.3.5 Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the current Incoterms (“Incoterms 2010” or a more recent version if and as published). Incoterms are the international rules for interpreting trade terms published by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France.

1.3.6 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and Service Provider 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.

1.3.7 Amendments

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.

1.3.8 Single Entity

If the Service Provider is a single entity then, the Service Provider 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 Service Provider shall be solely responsible for the manner in which

Section VI – General Conditions of Contract

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

1.3.9 Joint Venture Entity

If the Service Provider is a joint venture entity created by two or more firms, all such firms shall be parties to the Contract and shall be jointly and severally bound, together with the joint venture entity, to the Purchaser for the fulfilment 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 entity. The composition or constitution of the joint venture entity shall not be altered without the prior consent of the Purchaser.

1.3.10 Non Waiver

- (a) Subject to GCC Clause 1.3.10 (b) 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.
- (b) 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.

1.3.11 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.

Section VI – General Conditions of Contract

1.3.12 Country of Origin

“Origin” means the place where the System, 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 Service Provider and may be different.

1.4 Notices

1.4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

1.4.2 Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.

1.4.3 Notices from/to the Purchaser are normally given by, or addressed to, the Project Manager, while notices from/to the Service Provider are normally given by, or addressed to, the Service Provider's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Service Provider's Representative (or deputy), or if their related authority is limited by the SCC, or for any other reason, the Purchaser or Service Provider may give and receive notices at their fall back addresses. The address of the Project Manager and the fall back address of the Purchaser are as specified in the SCC or as subsequently established/amended. The address of the Service Provider's Representative and the fall back address of the Service Provider are as specified in the Agreement or as subsequently established/ amended.

1.5 Location

The Services shall be performed at such locations as are specified in **SCC**, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Purchaser may approve.

Section VI – General Conditions of Contract

- 1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Purchaser or the Service Provider may be taken or executed by the officials **specified in the SCC**.
- 1.7 Taxes and Duties
- 1.7.1 The Service Provider, Subcontractors, and their Personnel shall pay all taxes, duties, fees, and other impositions as may be levied under the Applicable Law as **specified in SCC**, the amount of which is deemed to have been included in the Contract Price.
- 1.7.2 Except as otherwise specifically provided in the contract, the Service Provider shall bear and pay all taxes, duties, levies and charges assessed on the Service Provider, its Subcontractors, or their employees.
- 1.7.3 Notwithstanding GCC Sub-Clause 1.7.2 above, the Purchaser shall bear and promptly pay all customs and import duties as well as Value Added Tax (VAT), imposed by the law of the country where the site is located.
- 1.7.4 For the purpose of the contract, it is agreed that contract Price specified in Letter of Bid is based on the taxes, duties, levies and charges prevailing at the date 28 days prior to the date of Bid Submission in the country where the site is located. If any rates of tax 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 Service Provider in connection with performance of the contract, an equitable adjustment of the contract price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GCC Clause 5.2 hereof.
- 1.7.5 For Goods or Services supplied from outside the Purchaser's country, the Service Provider 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 shall be assumed by the Government in accordance with the Contract and related agreements.

Section VI – General Conditions of Contract

- 1.7.6 For Goods or Services supplied locally, the Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Purchaser, but these shall be assumed by the Government in accordance with the Contract and related agreements.
- 1.7.7 If any tax exemptions, reductions, allowances, or privileges may be available to the Service Provider in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effective Date This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be stated in the SCC.

2.2 Commencement of Services

2.2.1 Project Plan

2.2.1.1 Before commencement of the Services, the Service Provider shall submit to the Purchaser for approval a Project Plan showing the general methods, arrangements, order and timing for all activities. The Service Provider shall formally present to the Purchaser the Project Plan in accordance with the procedure specified in the SCC.

2.2.1.2 In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Service Provider's bid, the Service Provider 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 Functional Requirements Specifications.

2.2.1.3 The Service Provider shall formally present to the Purchaser the Project Plan in accordance with the procedure specified in the SCC.

2.2.1.4 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the Contract by amendment.

Section VI – General Conditions of Contract

2.2.1.5 The Service Provider shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract.

2.2.1.6 The Progress and other reports specified in the SCC shall be prepared by the Service Provider and submitted to the Purchaser in the format and frequency specified in the Functional Requirements Specifications.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**. The Service Provider shall thereafter proceed with the Service in accordance with the time schedule specified in the Implementation Schedule in the Functional Requirements Specification Section and any refinements made in the Agreed and Finalized Project Plan.

2.2.3 Progress Reports

The Progress and other reports specified in the SCC 2.2.3 shall be prepared by the Service Provider and submitted to the Purchaser in the format and frequency specified in the Functional Requirements Specification.

2.3 Intended Completion Date

Unless terminated earlier pursuant to GCC Sub-Clause 2.13.1, the Service Provider shall complete the activities set out in GCC Clause 2.3 of the SCC by the Intended Completion Date. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per GCC Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Subcontract

2.4.1 The List of Subcontractors to be submitted along with the Contract as per the Form 21 for supply of each critical item to the Purchaser for the approval. If no Subcontractors are listed for an item, the Service Provider shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Service Provider may from time to time propose additions to or deletions from any such list. The Service Provider shall submit any such list or any modification to the list to the Purchaser for its approval in sufficient time so as not to impede the progress of work on the System. The Purchaser shall not withhold such approval unreasonably. Such approval by the Purchaser of a Subcontractor(s) shall not relieve the Service Provider from any of its obligations, duties, or responsibilities under the Contract.

2.4.2 The Service Provider may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 2.4.1. If the Service Provider wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Purchaser's prior approval under GCC Clause 2.4.3.

2.4.3 For items for which pre-approved Subcontractor lists have not been specified to the Agreement, the Service Provider may employ such Subcontractors as it may select, provided: (i) the Service Provider notifies the Purchaser in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Purchaser has granted its approval in writing or fails to respond. The Service Provider shall not engage any Subcontractor to which the Purchaser has objected in writing prior to the end of the notice period. The absence of a written objection by the Purchaser during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Purchaser of Subcontractors not listed in the Form 21 of the Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Purchaser or Service Provider as they are specified in GCC Clauses 2.4.1 and 2.4.2.

2.5 Design and Engineering

2.5.1 Technical Specifications and Drawings

2.5.1.1 The Service Provider 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.

The Service Provider 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 Service Provider by or on behalf of the Purchaser.

2.5.1.2 The Service Provider 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.

2.5.2 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 unless otherwise specified in the SCC. 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 Change Management.

2.5.3 Approval/Review of Technical Documents by the Project Manager

2.5.3.1 The Service Provider shall prepare and furnish to the Project Manager the documents as specified in the SCC 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.

2.5.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval, the Project Manager shall either return one copy of the document to the Service Provider with its approval endorsed on the document or shall notify the Service Provider 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.

2.5.3.3 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.

2.5.3.4 If the Project Manager disapproves the document, the Service Provider shall modify the document and resubmit it for the Project Manager's approval. If the Project Manager approves

the document subject to modification(s), the Service Provider shall make the required modification(s), and the document shall then be deemed to have been approved.

2.5.3.5 If any dispute occurs between the Purchaser and the Service Provider 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, as per GCC Clause 8, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 8 (Adjudicator). 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 Service Provider shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Service Provider's view on the dispute and if the Purchaser has not given notice under GCC Clause 8, then the Service Provider 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 User Acceptance shall be extended accordingly.

2.5.3.6 The Project Manager's approval, with or without modification of the document furnished by the Service Provider, shall not relieve the Service Provider 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 Service Provider by or on behalf of the Purchaser.

2.5.3.7 The Service Provider shall not depart from any approved document unless the Service Provider 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 2.5.3. 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 Changes to the System shall apply to such request.

Section VI – General Conditions of Contract

2.6 Procurement, Delivery, and Transport

2.6.1 Subject to related Purchaser's responsibilities pursuant payment methods and procedures, the Service Provider shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.

2.6.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Service Provider in accordance with the Functional Requirements Specifications.

2.6.3 Early or partial deliveries require the explicit written consent of the Purchaser, which consent shall not be unreasonably withheld.

2.6.4 Transportation

2.6.4.1 The Service Provider 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 Service Provider.

2.6.4.2 The Service Provider 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 Incoterms.

2.6.4.3 Unless otherwise specified in the SCC, the Service Provider shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

2.6.5 Unless otherwise specified in the SCC, the Service Provider will provide the Purchaser with shipping and other documents, as specified below:

2.6.5.1 For Goods supplied from outside the Purchaser's Country:

Upon shipment, the Service Provider shall notify the Purchaser and the insurance company contracted by the Service Provider to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Service Provider shall promptly send the following documents to the Purchaser by mail or courier, as appropriate, with a copy to the cargo insurance company:

Section VI – General Conditions of Contract

- (a) two copies of the Service Provider'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.

2.6.5.2 For Goods supplied locally (i.e., from within the Purchaser's country):

Upon shipment, the Service Provider shall notify the Purchaser by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Service Provider shall promptly send the following documents to the Purchaser by mail or courier, as appropriate:

- (a) two copies of the Service Provider'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.

2.6.6 Customs Clearance

- (a) The Purchaser will bear responsibility for, and cost of, customs clearance into the Purchaser's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Purchaser's country in the Price Schedules mentioned in this Agreement.
- (b) At the request of the Purchaser, the Service Provider will make available a representative or agent during the process of customs clearance in the Purchaser's country for goods supplied from outside the Purchaser's country. In the event of delays in customs clearance that are not the fault of the Service Provider:
 - i. the Service Provider shall be entitled to an extension in the Time for Achieving User Acceptance;
 - ii. the Contract Price shall be adjusted to compensate the Service Provider for any additional storage charges that the Service Provider may incur as a result of the delay.

Section VI – General Conditions of Contract

- 2.7 Product Upgrades
- 2.7.1 At any point during performance of the Contract, should technological advances be introduced by the Service Provider for Information Technologies originally offered by the Service Provider in its bid and still to be delivered, the Service Provider 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 Change Management (Changes to the System).
- 2.7.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Service Provider 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 Service Provider in the Purchaser's Country, pursuant to Change Management (Changes to the System).
- 2.7.3 During performance of the Contract, the Service Provider 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 Service Provider to other clients of the Service Provider 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 Service Provider in the Support and Maintenance Costs tables in its bid.
- 2.7.4 During the Warranty Period, unless otherwise specified in the SCC, the Service Provider 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 Service Provider to other clients of the Service Provider in the Purchaser's country, and no later than twelve (12) months after they are released in the country of origin of the Software.
- 2.7.5 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 the new version, release, or update adversely

Section VI – General Conditions of Contract

affects System operation or performance, or requires extensive reworking of the System, the Service Provider 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 Service Provider 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 endeavours to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.

2.8 Implementation, Installation, and Other Services

2.8.1 The Service Provider shall provide all Services specified in the Contract and Agreed and Finalized Project Plan in accordance with the highest standards of professional competence and integrity.

2.8.2 Prices charged by the Service Provider 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 Service Provider in the Support and Maintenance Cost Schedules of its Bid) and shall not exceed the prevailing rates charged by the Service Provider to other purchasers in the Purchaser's Country for similar services.

2.9 Inspections and Tests

2.9.1 The Purchaser or its representative shall have the right to inspect and/or test any components of the System, as specified in the Functional and Non-Functional Requirements Specifications, to confirm their good working order and/or conformity to the Contract at the point of delivery and/or at the Project Site.

2.9.2 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.

2.9.3 Should the inspected or tested components fail to conform to the Contract, the Purchaser may reject the component(s), and the Service Provider 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.

Section VI – General Conditions of Contract

- 2.9.4 The Project Manager may require the Service Provider to carry out any inspection and/or test not specified in the Contract, provided that the Service Provider'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 Service Provider's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving User Acceptance and the other obligations so affected.
- 2.9.5 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 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 8 (Settlement of Disputes), starting with referral of the matter to the Adjudicator or Dispute Board as mentioned in the Agreement.
- 2.10 Installation of the System
- 2.10.1 As soon as the System, or any Subsystem, has, in the opinion of the Service Provider, been delivered, Pre-commissioned, and made ready for Commissioning and User Acceptance Testing in accordance with the Functional Requirements Specifications and the Agreed and Finalized Project Plan, the Service Provider shall so notify the Purchaser in writing.
- 2.10.2 The Project Manager shall, within fourteen (14) days after receipt of the Service Provider's notice under GCC Clause 2.10.1, either issue an Installation Certificate in the form specified in the Sample 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), has achieved Installation by the date of the Service Provider's notice under GCC Clause 2.10.1, or notify the Service Provider 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 Service Provider shall use all reasonable endeavours to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Service Provider of. The Service Provider shall then promptly carry out retesting of the System or Subsystem and, when in the Service Provider's opinion, the System or Subsystem is ready for Commissioning and User Acceptance Testing, notify the Purchaser in writing, in accordance with GCC Clause 2.10.1.

Section VI – General Conditions of Contract

The procedure set out in this GCC Clause 2.10.2 shall be repeated, as necessary, until an Installation Certificate is issued.

If the Project Manager fails to issue the Installation Certificate and fails to inform the Service Provider of any defects and/or deficiencies within fourteen (14) days after receipt of the Service Provider's notice under GCC Clause 2.10.1, 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 Service Provider's notice or repeated notice, or when the Purchaser put the System into production operation, as the case may be.

2.11 Commissioning , User Acceptance and Final Acceptance

2.11.1 Commissioning

2.11.1.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 2.11.2) shall be commenced by the Service Provider:

- (a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 2.10; or
- (b) as otherwise specified in the Functional Requirements Specification or the Agreed and Finalized Project Plan; or
- (c) immediately after Installation is deemed to have occurred, under GCC Clause 2.10.

2.11.1.2 The Purchaser shall supply the operating and technical personnel and all materials and information reasonably required to enable the Service Provider to carry out its obligations with respect to Commissioning.

Production use of the System or Subsystem(s) shall not commence prior to the start of formal User Acceptance Testing.

2.11.2 User Acceptance Tests

2.11.2.1 The User Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Purchaser, but shall be conducted with the full cooperation of the Service Provider during Commissioning of the System (or major components or Subsystem[s] if specified in the SCC and supported by the Functional Requirements Specifications), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Functional Requirements Specifications and

meets the standard of performance quoted in the Service Provider's bid, including, but not restricted to, the functional and technical performance requirements. The User Acceptance Tests during Commissioning will be conducted as specified in the SCC, the Functional Requirements Specifications and/or the Agreed and Finalized Project Plan.

At the Purchaser's discretion, User Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after User Acceptance of the System.

2.11.2.2 If for reasons attributable to the Purchaser, the User Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 2.11.2.1) cannot be successfully completed within the period specified in the SCC, from the date of Installation or any other period agreed upon in writing by the Purchaser and the Service Provider, the Service Provider shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Functional Requirements Specifications, SCC and/or the Agreed and Finalized Project Plan.

2.11.3 User Acceptance

2.11.3.1 Subject to GCC Clause 2.11.4 (Partial Acceptance) below, User Acceptance shall occur in respect of the System, when

- (a) the User Acceptance Tests, as specified in the Functional Requirements Specifications, and/or SCC and/or the Agreed and Finalized Project Plan have been successfully completed; or
- (b) the User 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 2.11.2.2 above; or
- (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 Service Provider shall notify the Purchaser and document such use.

2.11.3.2 At any time after any of the events set out in GCC Clause 2.11.3.1 have occurred, the Service Provider may give a notice to the Project Manager requesting the issue of a User Acceptance Certificate.

Section VI – General Conditions of Contract

2.11.3.3 After consultation with the Purchaser, and within fourteen (14) days after receipt of the Service Provider's notice, the Project Manager shall:

- (a) issue a User Acceptance Certificate; or
- (b) notify the Service Provider in writing of any defect or deficiencies or other reason for the failure of the User Acceptance Tests; or
- (c) issue the User Acceptance Certificate if the situation covered by GCC Clause 2.11.3.1 (b) arises.

2.11.3.4 The Service Provider shall use all reasonable endeavours to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the User Acceptance Test that the Project Manager has notified the Service Provider of. Once such remedies have been made by the Service Provider, the Service Provider shall notify the Purchaser, and the Purchaser, with the full cooperation of the Service Provider, shall use all reasonable endeavours to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the User Acceptance Tests, the Service Provider shall notify the Purchaser of its request for User Acceptance Certification, in accordance with GCC Clause 2.11.3.3. The Purchaser shall then issue to the Service Provider the User Acceptance Certification in accordance with GCC Clause 2.11.3.3 (a), or shall notify the Service Provider of further defects, deficiencies, or other reasons for the failure of the User Acceptance Test. The procedure set out in this GCC Clause 2.11.3.4 shall be repeated, as necessary, until a User Acceptance Certificate is issued.

2.11.3.5 If the System or Subsystem fails to pass the User Acceptance Test(s) in accordance with GCC Clause 2.11.2, then either:

- (a) the Purchaser may consider terminating the Contract, pursuant to GCC Clause 2.13;

or

- (b) if the failure to achieve User Acceptance within the specified time period is a result of the failure of the Purchaser to fulfill its obligations under the Contract, then the Service Provider shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract.

2.11.3.6 If within fourteen (14) days after receipt of the Service Provider's notice the Project Manager fails to issue the User Acceptance Certificate or fails to inform the Service Provider in writing of the justifiable reasons why the Project

Section VI – General Conditions of Contract

Manager has not issued the User Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Service Provider's said notice.

2.11.4 Partial Acceptance

2.11.4.1 If so specified in the SCC for GCC Clause 2.11.2.1, 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 User Acceptance Test, shall apply to each such major component or Subsystem individually, and User 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 2.11.4.2.

2.11.4.2 The issuance of User Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 2.11.4.1 shall not relieve the Service Provider of its obligation to obtain a User Acceptance Certificate for the System as an integrated whole (if so **specified in the SCC** for GCC Clauses 6 and 2.11.2.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned.

2.11.4.3 In the case of minor components for the System that by their nature do not require Commissioning or a User Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue a User 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 Service Provider shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Purchaser or Service Provider.

2.12 The Scope and Modifications

2.12.1 The Scope of System

(a) Unless otherwise expressly limited in the SCC or Functional Requirements Specifications, the Service Provider'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, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other

documents specified in the Contract and the Agreed and Finalized Project Plan.

- (b) The Service Provider 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 User Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.
- (c) The Service Provider's obligations (if any) to provide Goods and Services as implied by the Support and Maintenance Cost tables of the Service Provider'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.

2.12.2 Modifications

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.12.3 Value Engineering

The Service Provider 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.

- (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, if applicable) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (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 services; or

Section VI – General Conditions of Contract

- (d) yields any other benefits to the Purchaser, without compromising the necessary functions of the Facilities.

2.13 Termination 2.13.1 By the Purchaser

The Purchaser may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (i) below:

- (a) if the Service Provider breaches any of its obligations under the Contract and the breach cannot be remedied or if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.
- (b) if the Service Provider become insolvent or bankrupt.
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in GCC Clause 3.10, in competing for or in executing the Contract
- (e) Delay in customisation/ implementation of the solution beyond the specified period by the Service Provider that is agreed in the contract that will be signed with a selected Service Provider.
- (f) Serious discrepancy in the quality of service expected from the Service Provider during the implementation process.
- (g) Inability to deliver Functional Requirement Specification by the Service Provider according to signed contract document.
- (h) Inability to deliver hardware, network and communication facilities by the Service Provider, if agreed in the contract document.
- (i) Failure to deliver and/ or implement all required components of a fully functional system within the stipulated date or by the date extended by Purchaser

2.13.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) below:

- (a) if the Purchaser fails to pay any payment due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to GCC Clause 8 within forty-five (45) days after

- receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.13.3 Payment upon Termination

Upon termination of this Contract pursuant to GCC Sub-Clauses 2.13.1 or 2.13.2, the Purchaser shall make the following payments to the Service Provider:

- (a) remuneration pursuant to GCC Clause 6 for Services satisfactorily performed prior to the effective date of termination.
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) through (i) of GCC Sub-Clause 2.13.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

2.13.4 Price Reduction in lieu of Termination

The Purchaser may terminate the Contract in accordance with GCC Clause 2.13.1 above or reduce the Contract Price to a mutually agreed upon price, if the Service Provider breaches any of its obligations under the Contract and the breach cannot be remedied.

3. Obligations of the Service Provider

3.1 General

- 3.1.1 The Service Provider 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 Service Provider 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.

- 3.1.2 The Service Provider 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 Service Provider 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 Service Provider relating to the System as at the date twenty-eight (28) days prior to bid submission. The Service Provider acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
- 3.1.3 The Service Provider shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually agreed and Finalized Project Plan within the time schedule specified in the Implementation Schedule in the Functional Requirements Specifications Section. Failure to provide such resources, information, and decision -making may constitute grounds for termination pursuant to GCC Clause 2.13.
- 3.1.4 The Service Provider 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 Service Provider's and Subcontractor's personnel and entry permits for all imported Service Provider's Equipment. The Service Provider shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Purchaser and that are necessary for the performance of the Contract.
- 3.1.5 The Service Provider shall comply with all laws in force in the Purchaser's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Service Provider. The Service Provider 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 Service Provider or its personnel, including the Subcontractors and their personnel. The Service

Section VI – General Conditions of Contract

Provider 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.

3.1.6 The Service Provider shall, in all dealings with its labour and the labour 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 labour.

3.1.7 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 1.3.12, in a country that shall be an Eligible Country.

3.1.8 Other Service Provider's responsibilities if any are as stated in the SCC.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts

The remuneration of the Service Provider pursuant to GCC Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in the Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Section VI – General Conditions of Contract

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within five (5) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Purchaser's business or operations without the prior written consent of the Purchaser.

3.4 Insurance to be Taken Out by the Service Provider 3.4.1 The Service Provider shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, who should not unreasonably withhold such approval.

(a) Cargo Insurance During Transport

as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.

(b) Installation "All Risks" Insurance

as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under "all risks" insurance policies of this type by reputable insurers) occurring prior to User Acceptance of the System.

(c) Third-Party Liability Insurance

On terms as **specified in the SCC**, covering bodily injury or death suffered by third parties (including the Purchaser's personnel) and loss of or damage to property (including the Purchaser's property and any Subsystems that have been accepted by the Purchaser) occurring in connection with the supply and installation of the Information System.

(d) Automobile Liability Insurance

In accordance with the statutory requirements prevailing in the Purchaser's Country, covering use of all vehicles used by the Service Provider or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

(e) Other Insurance (if any), as **specified in the SCC**.

3.4.2 The Purchaser shall be named as co-insured under all insurance policies taken out by the Service Provider pursuant to GCC Clause 3.4.1, except for the Third-Party Liability, and the Service Provider's Subcontractors shall be named as co-insured under all insurance policies taken out by the Service Provider pursuant to GCC Clause 3.4.1 except for Cargo Insurance during Transport. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

3.4.3 The Service Provider shall deliver to the Purchaser certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

3.4.4 The Service Provider shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Service Provider.

3.4.5 If the Service Provider fails to take out and/or maintain in effect the insurance referred to in GCC Clause 3.4.1, the Purchaser may take out and maintain in effect any such insurance and may from time to time deduct from any amount due the Service Provider under the Contract any premium that the Purchaser shall have paid to the insurer or

Section VI – General Conditions of Contract

may otherwise recover such amount as a debt due from the Service Provider.

3.4.6 Unless otherwise provided in the Contract, the Service Provider shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 3.4, and all monies payable by any insurers shall be paid to the Service Provider. The Purchaser shall give to the Service Provider all such reasonable assistance as may be required by the Service Provider in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Purchaser's interest is involved, the Service Provider shall not give any release or make any compromise with the insurer without the prior written consent of the Purchaser. With respect to insurance claims in which the Service Provider's interest is involved, the Purchaser shall not give any release or make any compromise with the insurer without the prior written consent of the Service Provider.

- 3.5 Service Provider's Actions Requiring Purchaser's Prior Approval The Service Provider shall obtain the Purchaser's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) removal and/ or replacement or appointing such members of the Personnel not listed by name in Section V ("Key Personnel and Subcontractors"),
 - (c) changing the Program of activities; and
 - (d) any other action that may be **specified in the SCC**.
- 3.6 Reporting Obligations The Service Provider shall submit to the Purchaser the reports and documents specified in SCC within the periods set forth.
- 3.7 Documents Prepared by the Service Provider to Be the Property of the Purchaser All plans, drawings, specifications, designs, reports, and other documents and software developed by the Service Provider in accordance with GCC Sub-Clause 3.6 shall become and remain the property of the Purchaser, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Purchaser, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

Section VI – General Conditions of Contract

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Purchaser at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Purchaser may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Lack of performance penalty

If the Service Provider has not corrected a defect within the time specified in the Purchaser's notice, a penalty for lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the defect corrected, assessed as described in GCC Sub-Clause 7.1 and **specified in the SCC**.

3.9 Security

3.9.1 Issuance of Securities

The Service Provider shall provide the securities specified below in favor of the Purchaser at the times and in the amount, manner, and form specified below.

3.9.2 Advance Payment Security

3.9.2.1 As specified in the SCC, the Service Provider shall provide a security equal in amount and currency to the advance payment.

3.9.2.2 The security shall be in the form provided in the Bidding Documents or in another form acceptable to the Purchaser. The amount of the security shall be reduced in proportion to the value of the System executed by and paid to the Service Provider from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Purchaser. The way the value of the security is deemed to become reduced and, eventually, voided is as specified in the SCC. The security shall be returned to the Service Provider immediately after its expiration.

3.9.3 Performance Security

3.9.3.1 The Service Provider shall, within fourteen (14) 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.

Section VI – General Conditions of Contract

- 3.9.3.2 The security shall be a bank guarantee in the form provided in the Sample Forms Section of the Bidding Documents, or it shall be in another form acceptable to the Purchaser.
- 3.9.3.3 The security shall automatically become null and void once all the obligations of the Service Provider 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 Service Provider no later than twenty-eight (28) days after its expiration.
- 3.9.3.4 Upon User Acceptance of the entire System, the security shall be reduced to the amount specified in the SCC, on the date of such User Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Service Provider.
- 3.10 Fraud and Corruption The Purchaser requires the Service Provider 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.
- 3.11 Sustainable Procurement The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.
- 3.12 Services & Facilities The Service Provider shall arrange services and facilities which are listed in SCC for both Service Provider and Purchaser.

4. Representatives

- 3.9 Description of Personnel The titles agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Section IV. The Key Personnel and Subcontractors listed by title as well as by name in Section IV are hereby approved by the Purchaser.
- 3.10 Removal and/or Replacement of Personnel
- (a) Except as the Purchaser may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Purchaser finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable

Section VI – General Conditions of Contract

cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Purchaser's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Purchaser.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

3.11 Project Manager

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 Service Provider 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 Service Provider 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 Service Provider. Subject to the extensions and/or limitations 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.

3.12 Service Provider's Representatives

3.12.1 If the Service Provider's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Service Provider shall appoint the Service Provider'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 Service Provider's Representative. If the Purchaser does not object to the appointment within fourteen (14) days, the Service Provider's Representative shall be deemed to have been approved. If the Purchaser objects to the appointment within fourteen (14) days giving the reason therefore, then the Service Provider shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 4.4.1.

Section VI – General Conditions of Contract

- 3.12.2 Subject to the extensions and/or limitations specified in the SCC (if any), the Service Provider's Representative shall have the authority to represent the Service Provider 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 Service Provider.
- 3.12.3 The Service Provider shall not revoke the appointment of the Service Provider's Representative without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents to such an action, the Service Provider shall appoint another person of equal or superior qualifications as the Service Provider's Representative, pursuant to the procedure set out in GCC Clause 4.4.1.
- 3.12.4 The Service Provider'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 Service Provider's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.
- 3.12.5 The Service Provider'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 Service Provider'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.
- 3.12.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause 4.4.5 shall be deemed to be an act or exercise by the Service Provider's Representative.
- 3.13 Objections and Removals
- 3.13.1 The Purchaser may by notice to the Service Provider object to any representative or person employed by the Service Provider 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

Service Provider shall remove such person from work on the System.

- 3.13.2 If any representative or person employed by the Service Provider is removed in accordance with GCC Clause 4.5.1, the Service Provider shall, where required, promptly appoint a replacement.

5. Obligations of the Purchaser

- 5.1 General
- 5.1.1 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser to the Service Provider, except when otherwise expressly stated in the Contract.
- 5.1.2 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 and Finalized Project Plan within the time schedule specified in the Implementation Schedule in the Functional Requirements Specifications Section. Failure to provide such resources, information, and decision -making may constitute grounds for Termination of the Contract pursuant to GCC Clause 2.13.
- 5.1.3 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.
- 5.1.4 If requested by the Service Provider, the Purchaser shall use its best endeavours to assist the Service Provider 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 Service Provider or Subcontractors or the personnel of the Service Provider or Subcontractors, as the case may be, to obtain.
- 5.1.5 The Purchaser shall be responsible for timely provision of all resources, access, and information necessary for the Installation and User Acceptance of the System as identified in the Agreed and Finalized Project Plan, except where

Section VI – General Conditions of Contract

provision of such items is explicitly identified in the Contract as being the responsibility of the Service Provider. Delay by the Purchaser may result in an appropriate extension of the Time for User Acceptance, at the Service Provider's discretion.

- 5.1.6 Unless otherwise specified in the Contract or agreed upon by the Purchaser and the Service Provider, the Purchaser shall provide sufficient, properly qualified operating and technical personnel, as required by the Service Provider to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and User Acceptance, at or before the time specified in the Functional Requirements Specifications Section's Implementation Schedule and the Agreed and Finalized Project Plan.
- 5.1.7 The Purchaser will designate appropriate staff for the training courses to be given by the Service Provider and shall make all appropriate logistical arrangements for such training as specified in the Non-Functional Requirements Specification, the Agreed and Finalized Project Plan, or other parts of the Contract.
- 5.1.8 The Purchaser assumes primary responsibility for the User Acceptance Test(s) for the System, and shall be responsible for the continued operation of the System after User Acceptance. However, this shall not limit in any way the Service Provider's responsibilities after the date of User Acceptance otherwise specified in the Contract.
- 5.1.9 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 Service Provider elsewhere in the Contract.
- 5.1.10 All costs and expenses involved in the performance of the obligations under this GCC Clause 05 shall be the responsibility of the Purchaser, save those to be incurred by the Service Provider with respect to the performance of the User Acceptance Test(s).
- 5.1.11 Other Purchaser responsibilities, if any, are as stated in the SCC.

Section VI – General Conditions of Contract

- 5.2 Assistance and Exemptions The Purchaser shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.
- 5.3 Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider , then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in GCC Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.4 Service and Facilities The Purchaser shall make available to the Service Provider the Services and Facilities listed under SCC.
- 5.5 Project Manager The Purchaser shall appoint the Project Manager within fourteen (14) days of the Effective Date of the Contract and notify the Service Provider in writing of the name of the Project Manager unless specified in the Contract. Subject to the extensions and/or limitations 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 Services or arising from the Contract.

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration The Service Provider’s remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors’ costs, and all other costs incurred by the Service Provider in carrying out the Services. The Contract Price may only be increased above the amounts stated in GCC Sub-Clause 6.3 if the Parties have agreed to additional payments in accordance with GCC Sub-Clause 6.2.
- The Service Provider 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.
- 6.2 Payment for Additional Services, and Performance Incentive
- 6.2.1 For the purpose of determining the additional payment for Additional Services as may be agreed under GCC Sub-Clause 6.2, a breakdown of the prices is provided in Section V.
- 6.3 Terms and Conditions of Payment
- 6.3.1 Payments will be made to the Service Provider according to the payment schedule mentioned in the SCC. Unless otherwise stated in the SCC, the advance payment (Advance

Section VI – General Conditions of Contract

for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Purchaser specifying the amount due.

- 6.3.2 The Service Provider's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted and upon fulfilment of other obligations stipulated in the Contract.
- 6.3.3 The Contract Price shall be paid as specified in the SCC.
- 6.3.4 No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the System or any Subsystem(s).
- 6.3.5 All payments shall be made in the currency (ies) specified in the Contract. For Goods and Services supplied locally, payments shall be made in the currency of the Purchaser's Country, unless otherwise specified in the SCC.
- 6.3.6 Unless otherwise specified in the SCC, payment of the foreign currency portion of the Contract Price for Goods supplied from outside the Purchaser's Country shall be made to the Service Provider through an irrevocable letter of credit opened by an authorized bank in the Service Provider's Country and will be payable on presentation of the appropriate documents. It is agreed that the letter of credit will be subject to Article 10 of the latest revision of Uniform Customs and Practice for Documentary Credits, published by the International Chamber of Commerce, Paris.

6.4 Interest on Delayed Payments

- 6.4.1 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after the submission of a valid invoice by the Service Provider with a certificate of acceptance of delivery of a deliverable or deliverables. In the event that the Purchaser fails to make any payment by its respective due date or within the period set forth in the Contract, the Purchaser shall pay to the Service Provider interest on the amount of such delayed payment at the rate(s) specified in the SCC for the period of delay until payment

Section VI – General Conditions of Contract

has been made in full, whether before or after judgment or arbitration award.

6.4.2 If the Purchaser has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.5 Price Adjustment 6.5.1 Prices shall not be adjusted after signing of the contract unless the Scope of Work changed and agreed between both parties.

6.6 Day works 6.6.1 If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Purchaser has given written instructions in advance for additional services to be paid in that way.

6.6.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Purchaser. Each completed form shall be verified and signed by the Project Manager as indicated in GCC Sub-Clause 1.6 within two days of the Services being performed.

6.6.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in GCC Sub-Clause 6.6.2

7. Quality, Guarantees and Liabilities

7.1 Identifying Defects The principle and modalities of Inspection of the Services by the Purchaser shall be as **indicated in the SCC**. The Purchaser shall check the Service Provider's performance and notify him of any defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Purchaser may instruct the Service Provider to search for a defect and to uncover and test any service that the Purchaser considers may have a defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty (a) The Purchaser shall give notice to the Service Provider of any defects before the contract Completion Date. The defects liability period shall be extended for as long as defects remain to be corrected.

(b) Every time notice of a defect is given; the Service Provider shall correct the notified defect within the length of time specified by the Purchaser's notice.

Section VI – General Conditions of Contract

- (c) If the Service Provider has not corrected a defect within the time specified in the Purchaser’s notice, the Purchaser will assess the cost of having the defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in GCC Sub-Clause 3.8.

7.3 User Acceptance Time Guarantee

- 7.3.1 The Service Provider guarantees that it shall complete the supply, Installation, Commissioning, and achieve User Acceptance of the System (or Subsystems, pursuant to the Form 19 for GCC Clause 2.11.2) within the time periods specified in the Implementation Schedule in the Functional Requirements Specifications Section and/or the Agreed and Finalized Project Plan pursuant to GCC Clause 2.2.1, or within such extended time to which the Service Provider shall be entitled under GCC Clause 9.4 (Extension of Time for Achieving User Acceptance).
- 7.3.2 If the Service Provider fails to supply, install, commission, and achieve User Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 2.11.2) within the time for achieving User Acceptance specified in the Implementation Schedule in the Functional Requirements Specifications or the Agreed and Finalized Project Plan, or any extension of the time for achieving User Acceptance previously granted under GCC Clause 9.4 (Extension of Time for Achieving User Acceptance), the Service Provider shall pay to the Purchaser liquidated damages at the rate specified in the SCC as a percentage of the Contract Price, or the relevant part of the Contract Price if a Subsystem has not achieved User Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount specified in the SCC (“the Maximum”). Once the Maximum is reached, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 2.13.
- 7.3.3 Unless otherwise specified in the SCC, liquidated damages payable under GCC Clause 7.3.2 shall apply only to the failure to achieve User Acceptance of the System (and Subsystems) as specified in the Implementation Schedule in the Functional Requirements Specifications and/or Agreed and Finalized Project Plan. This Clause 7.3.3 shall not limit, however, any other rights or remedies the Purchaser may have under the Contract for other delays.
- 7.3.4 If liquidated damages are claimed by the Purchaser for the System (or Subsystem), the Service Provider shall have no further liability whatsoever to the Purchaser in respect to the

Section VI – General Conditions of Contract

User Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Service Provider from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract Time Guarantee.

- 7.4 Defect Liability
- 7.4.1 The Service Provider 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 Functional Requirements Specifications or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. Exceptions and/or limitations, if any, to this warranty with respect to Software (or categories of Software), shall be as specified in the SCC. 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.
- 7.4.2 The Service Provider 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 System's or Subsystem's ability to fulfil the Functional Requirements Specifications.
- 7.4.3 In addition, the Service Provider warrants that: (i) all Goods components to be incorporated into the System form part of the Service Provider's and/or Subcontractor's current product lines, (ii) they have been previously released to the market, and (iii) those specific items identified in the SCC (if any) have been in the market for at least the minimum periods specified in the SCC.
- 7.4.4 The Warranty Period shall commence from the date of Go-Live of the System (or of any major component or Subsystem for which separate User Acceptance is provided and started Go-Live for in the Contract) and shall extend for the length of time specified in the SCC.
- 7.4.5 If during the Warranty Period any defect as described in GCC Clause 7.4.1 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 Service Provider, the Service Provider 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 Service Provider 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 Service Provider shall remain the property of the Service Provider.

7.4.6 The Service Provider 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:

- (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 Service Provider, unless otherwise identified in the Functional Requirements Specifications, or approved by the Service Provider; or
- (d) modifications made to the System by the Purchaser, or a third party, not approved by the Service Provider.

7.4.7 The Service Provider's obligations under this GCC Clause 7.4 shall not apply to:

- (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 Service Provider has disclaimed responsibility, in accordance with GCC Clause 2.5.1.2.

7.4.8 The Purchaser shall give the Service Provider 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 Service Provider to inspect any such defect. The Purchaser shall afford the Service Provider all necessary access to the System and the site to enable the

Service Provider to perform its obligations under this GCC Clause 2.12.1.

- 7.4.9 The Service Provider 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 Service Provider notice requiring that tests of the defective part be made by the Service Provider immediately upon completion of such remedial work, whereupon the Service Provider shall carry out such tests.

If such part fails the tests, the Service Provider 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 Service Provider.

- 7.4.10 If the Service Provider fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within the time period specified in the SCC, the Purchaser may, following notice to the Service Provider, 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 Service Provider or may be deducted by the Purchaser from any monies due the Service Provider or claimed under the Performance Security.
- 7.4.11 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.
- 7.4.12 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.

Section VI – General Conditions of Contract

7.4.13 At the request of the Purchaser and without prejudice to any other rights and remedies that the Purchaser may have against the Service Provider under the Contract, the Service Provider 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 favour of the Purchaser of the benefit of any warranties given by such producers or licensors to the Service Provider.

7.5 Functional Guarantees

7.5.1 The Service Provider guarantees that, once the User Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Purchaser's requirements set forth in the Functional Requirements Specifications and it conforms to all other aspects of the Contract. The Service Provider acknowledges that GCC Clause 2.11 regarding Commissioning and User Acceptance governs how technical conformance of the System to the Contract requirements will be determined.

7.5.2 If, for reasons attributable to the Service Provider, the System does not conform to the Functional Requirements Specifications or does not conform to all other aspects of the Contract, the Service Provider shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Functional Requirements Specifications and meet all functional and performance standards. The Service Provider shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser to repeat the User Acceptance Tests until the System achieves User Acceptance.

7.5.3 If the System (or Subsystem[s]) fails to achieve User Acceptance, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 2.13, and forfeiture of the Service Provider's Performance Security in accordance with GCC Clause 3.9.3 in compensation for the extra costs and delays likely to result from this failure.

7.6 Intellectual Property Rights Warranty

7.6.1 The Service Provider 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 Service Provider 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.

7.7 Intellectual
Property Rights
Indemnity

7.7.1 The Service Provider 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 any infringement or alleged infringement of any Intellectual Property Rights by reason of:

- (a) installation of the System by the Service Provider 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 Service Provider in accordance with the Agreement; and
- (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 7.7.2.

7.7.2 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 Service Provider, where the infringement arises because of such association or combination and not because of use of the System in its own right.

Section VI – General Conditions of Contract

7.7.3 Such indemnities shall also not apply if any claim of infringement:

- (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 Functional Requirements Specifications and the possibility of such infringement was duly noted in the Service Provider's Bid; or
- (c) results from the alteration of the System, including the Materials, by the Purchaser or any persons other than the Service Provider or a person authorized by the Service Provider.

7.7.4 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Clause 7.7.1, the Purchaser shall promptly give the Service Provider notice of such proceedings or claims, and the Service Provider 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 Service Provider 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 Service Provider 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 defence of any such proceedings or claim. The Purchaser shall, at the Service Provider's request, afford all available assistance to the Service Provider in conducting such proceedings or claim and shall be reimbursed by the Service Provider for all reasonable expenses incurred in so doing.

7.7.5 The Purchaser shall indemnify and hold harmless the Service Provider 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 Service Provider 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 Service Provider in

connection with this Contract by the Purchaser or any persons (other than the Service Provider) contracted by the Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Service Provider's breach of GCC Clause 7.7.8.

7.7.6 Such indemnity shall not cover:

- (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.

7.7.7 Such indemnities shall also not apply:

- (a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Service Provider's organization;
- (b) to the extent that any claim of infringement is caused by the alteration, by the Service Provider, or any persons contracted by the Service Provider, of the design, data, drawing, specification, or other documents or materials provided to the Service Provider by the Purchaser, or any persons contracted by the Purchaser.

7.7.8 If any proceedings are brought or any claim is made against the Service Provider arising out of the matters referred to in GCC Clause 7.7.5, the Service Provider shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Service Provider'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 Service Provider within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Service Provider shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the

Service Provider within the twenty-eight (28) days, the Service Provider shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Service Provider 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.

7.8 Limitation of Liability

7.8.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

- (a) the Service Provider 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 Service Provider to pay liquidated damages to the Purchaser; and
- (b) (b) the aggregate liability of the Service Provider 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 Service Provider to indemnify the Purchaser with respect to intellectual property rights infringement.

8. Disputes and Arbitration

8.1 Appointment of the Dispute Board

Disputes shall be referred to a Dispute Board for decision in accordance with GCC Sub clause 8.3. The Parties shall appoint a Dispute Board by the date stated in the SCC.

The Dispute Board shall comprise, as stated in the SCC, either one or three suitably qualified persons ("the members"), each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of activities involved in the performance of the Contract and with the interpretation of contractual documents. If the number is not so stated and the Parties do not agree otherwise, the Dispute Board shall comprise three persons, one of whom shall serve as chairman.

If the Parties have not jointly appointed the Dispute Board 21 days before the date stated in the SCC and the Dispute Board is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The first two members shall

Section VI – General Conditions of Contract

recommend, and the Parties shall agree upon the third member, who shall act as chairman.

However, if a list of potential members is included in the SCC, the members shall be selected from those on the list, other than anyone who is unable or unwilling to accept appointment to the Dispute Board.

The agreement between the Parties and either the sole member or each of the three members shall incorporate by reference the General Conditions of Dispute Board Agreement contained in the Annexure A to these General Conditions, with such amendments as are agreed between them.

The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the Dispute Board consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment of the member or such expert (as the case may be). Each Party shall be responsible for paying one-half of this remuneration.

If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub clause.

The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Purchaser or the Service Provider acting alone. Unless otherwise agreed by both Parties, the appointment of the Dispute Board (including each member) shall expire when the Final Acceptance Certificate has been issued.

8.2 Failure to Agree Dispute Board

If any of the following conditions apply, namely:

- (a) the Parties fail to agree upon the appointment of the sole member of the Dispute Board by the date stated in the first paragraph of GCC Sub clause 8.1.
- (b) either Party fails to nominate a member (for approval by the other Party) of a Dispute Board of three persons by such date.
- (c) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the Dispute Board by such date; or
- (d) the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which the sole member or one of the three members declines to act or is unable to act as a result of death, disability, resignation, or termination of appointment.

then the appointing entity or official named in the SCC shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint a member to the Dispute Board. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official.

8.3 Obtaining Dispute Board's Decision If a dispute (of any kind whatsoever) arises between the Parties in connection with the performance, non-performance or delay in performance of the Contract, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Purchaser or Service Provider, either Party may refer the dispute in writing to the Dispute Board for its decision, with copies to the other Party. Such reference shall state that it is given under this Sub clause.

For a Dispute Board of three persons, the Dispute Board shall be deemed to have received such reference on the date when it is received by the chairman of the Dispute Board.

Both Parties shall promptly make available to the Dispute Board all such additional information, further access to the Site, and appropriate facilities, as the Dispute Board may require for the purposes of making a decision on such dispute. The Dispute Board shall be deemed to be not acting as arbitrator(s).

Within 84 days after receiving such reference, or within such other period as may be proposed by the Dispute Board and approved by both Parties, the Dispute Board shall give its decision, which shall be reasoned and shall state that it is given under this Sub clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Service Provider shall continue to proceed with the performance of the facilities in accordance with the Contract.

If either Party is dissatisfied with the Dispute Board's decision, then either Party may, within 28 days after receiving the decision, give notice to the other Party of its dissatisfaction and intention to commence arbitration.

If the Dispute Board fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either Party may, within 28 days after this period has expired, give notice to the other Party of its dissatisfaction and intention to commence arbitration.

In either event, this notice of dissatisfaction shall state that it is given under this Sub clause and shall set out the matter in dispute and the

Section VI – General Conditions of Contract

reason(s) for dissatisfaction. Except as stated in GCC Sub clauses 8.6 and 8.7, neither Party shall be entitled to commence arbitration of a dispute unless a notice of dissatisfaction has been given in accordance with this Sub clause.

If the Dispute Board has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 28 days after it received the Dispute Board's decision, then the decision shall become final and binding upon both Parties.

8.4 Amicable Settlement

Where notice of dissatisfaction has been given under GCC Sub Clause 8.3 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction and intention to commence arbitration was given, even if no attempt at amicable settlement has been made.

8.5 Arbitration

Unless settled amicably, any dispute in respect of which the Dispute Board's decision (if any) has not become final and binding shall be finally settled by local arbitration. Unless otherwise agreed by both Parties,

- (a) arbitration proceedings shall be conducted as stated in the Special Conditions.
- (b) if no arbitration proceedings is so stated, the dispute shall be finally settled by institutional arbitration under the Rules of Arbitration of the International Chamber of Commerce.
- (c) the dispute shall be settled by three arbitrators: and
- (d) the arbitration shall be conducted in the language for communications defined in GCC Sub Clause 1.3.

The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Purchaser or Service Provider, and any decision of the Dispute Board, relevant to the dispute. Nothing shall disqualify the Project Manager from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.

Either Party shall be limited in the proceedings before the arbitrator(s) to the evidence or arguments previously put before the Dispute Board to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the Dispute Board shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to during or after completion of the Works. The obligations of either Purchaser or Service Provider

Section VI – General Conditions of Contract

and the Dispute Board shall not be altered by reason of any arbitration being conducted during the progress of the Works.

- 8.6 Failure to Comply with Dispute Board’s Decision In the event that a Party fails to comply with a Dispute Board decision which has become final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under GCC Sub Clause 8.5. GCC Sub Clauses 8.3 and 8.4 shall not apply to this reference.
- 8.7 Expiry of Dispute Board’s Appointment If a dispute arises between the Parties in connection with the performance, non-performance or delay in performance of the Contract, and there is no Dispute Board in place, whether by reason of the expiry of the Dispute Board’s appointment or otherwise,

(a) GCC Sub Clauses 8.3 and 8.4 shall not apply, and

the dispute may be referred directly to arbitration under GCC Sub Clause 8.5.

9. Change Order

- 9.1 Change Order If the parties agree that the work requested by the Purchasers falls outside the scope of the Contract, the Parties shall execute a Change Order
- 9.2 Disputed Change Order If the Purchaser deems the work set out in the Change Order forms part of the Contract, it shall notify the Service Provider in writing that the Change Order is disputed. In such event the Service Provider shall within 7 days of receipt of the disputed change order refer the matter for settlement in accordance with Clause 8 of GCC. If the Service Provider fails to do so, the work shall be deemed to fall within the scope of the Services.
- 9.3 Changes to the System
- 9.3.1 Introducing a Change
- 9.3.1.1 Subject to GCC Clauses 9.3.2.5 and 9.3.2.7, the Purchaser shall have the right to propose, and subsequently require, the Project Manager to order the Service Provider 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.

Section VI – General Conditions of Contract

A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with GCC Clause 2.7 (Product Upgrades).

9.3.1.2 The Service Provider 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 Service Provider 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 Service Provider.

9.3.1.3 Notwithstanding GCC Clauses 9.3.1.1 and 9.3.1.2, no change made necessary because of any default of the Service Provider 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 User Acceptance.

9.3.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 9.3.2 and 9.3.3, and further details and sample forms are provided in the Technical Formats Section in the Bidding Documents.

9.3.1.5 Moreover, the Purchaser and Service Provider will agree, during development of the Project Plan, to a date prior to the scheduled date for User Acceptance, after which the Functional Requirements for the System shall be “frozen.” Any Change initiated after this time will be dealt with after User Acceptance.

9.3.2 Changes Originating from Purchaser

9.3.2.1 If the Purchaser proposes a Change pursuant to GCC Clauses 9.3.1.1, it shall send to the Service Provider a “Request for Change Proposal,” requiring the Service Provider to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:

- (a) brief description of the Change;
- (b) impact on the Time for Achieving User Acceptance;
- (c) detailed estimated cost of the Change;
- (d) effect on Functional Guarantees (if any);
- (e) effect on any other provisions of the Contract.

9.3.2.2 Prior to preparing and submitting the “Change Proposal,” the Service Provider 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 Service Provider’s Change Estimate Proposal, the Purchaser shall do one of the following:

- (a) accept the Service Provider’s estimate with instructions to the Service Provider to proceed with the preparation of the Change Proposal;
- (b) advise the Service Provider of any part of its Change Estimate Proposal that is unacceptable and request the Service Provider to review its estimate;
- (c) advise the Service Provider that the Purchaser does not intend to proceed with the Change.

9.3.2.3 Upon receipt of the Purchaser’s instruction to proceed under GCC Clause 9.3.2.2 (a), the Service Provider shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 9.3.2.1. The Service Provider, at its discretion, may specify a validity period for the Change Proposal, after which if the Purchaser and Service Provider has not reached agreement in accordance with GCC Clause 9.3.2.6, then GCC Clause 9.3.2.7 shall apply.

9.3.2.4 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.

9.3.2.5 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 Service Provider under this GCC Clause 9.3 would be to increase or decrease the Contract Price as originally set forth in Contract Price of the Agreement by the Service Provider may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the Purchaser accepts the Service Provider’s objection, the Purchaser shall withdraw the proposed Change and shall notify the Service Provider in writing of its acceptance.

The Service Provider’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 Service Provider represents.

9.3.2.6 Upon receipt of the Change Proposal, the Purchaser and the Service Provider 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 Service Provider a Change Order. If the Purchaser is unable to reach a decision within fourteen (14) days, it shall notify the Service Provider with details of when the Service Provider 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 Service Provider accordingly. Under such circumstances, the Service Provider 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 Service Provider in its Change Estimate Proposal submitted in accordance with GCC Clause 9.3.2.2.

9.3.2.7 If the Purchaser and the Service Provider cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving User 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 8 (Settlement of Disputes).

9.3.3 Changes Originating from Service Provider

If the Service Provider proposes a Change pursuant to GCC Clause 9.3.1.2, the Service Provider shall submit to the Project Manager a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information specified in GCC Clause 9.3.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 9.3.2.6 and 9.3.2.7. However, should the Purchaser choose not to proceed or the Purchaser and the Service Provider cannot come to agreement on the change during any validity period that the Service Provider may specify in its Application for Change Proposal, the Service Provider 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 Service Provider to the contrary.

Section VI – General Conditions of Contract

- 9.4 Extension of Time for Achieving User Acceptance
- 9.4.1 The time(s) for achieving User Acceptance specified in the Schedule of Implementation shall be extended if the Service Provider is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:
- (a) any Change in the System as provided in GCC Clause 9.3 (Change in the Information System);
 - (b) any occurrence of Force Majeure as provided in GCC Clause 16.5 (Force Majeure);
 - (c) default of the Purchaser; or
 - (d) any other matter specifically mentioned in the Contract

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 Service Provider.

- 9.4.2 Except where otherwise specifically provided in the Contract, the Service Provider shall submit to the Project Manager a notice of a claim for an extension of the time for achieving User 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 Service Provider shall agree upon the period of such extension. In the event that the Service Provider does not accept the Purchaser's estimate of a fair and reasonable time extension, the Service Provider shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 8.

The Service Provider shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

10. Intellectual Property Rights

- 10.1 Intellectual Property Rights
- All Intellectual Property Rights including copyright, patent, trademark to the Proposed solution Software and Other Third-Party Software shall remain vested in the owner of such rights. The Purchaser shall purchase from the Proposed solution Software Owner or Service Provider, a license for the use of the Proposed

Section VI – General Conditions of Contract

solution Software at the Locations set out in Sub Clause 1.5 of the SCC by the Purchaser.

The Service Provider hereby assigns all Intellectual Property Rights in and to all modifications or bespoke developments made to the Proposed solution Software and/or to any new software developed by the Service Provider, its employees and/or sub-contractors in the implementation of the Project to the Purchaser. The Purchaser shall have absolutely, irrevocably, perpetually and on a world-wide basis all rights, title and interest in and over all the modifications or bespoke developments made to the Proposed solution Software and/or to any new software developed by the Service Provider, its employees and/or sub-contractors in the implementation of the Project to the Purchaser

In respect of all modifications or bespoke developments made to the Proposed Solution Software and/or to any new software developed by the Service Provider, the Service Provider shall ensure that the holder of a moral right in such an item does not assert it, and the Service Provider shall, if requested to do so by the Purchaser and where permitted by applicable law, ensure that the holder of such a moral right waives it

The Service Provider shall provide to the Purchaser the user manuals and all the source codes of all customized or bespoke software developments within 30 days from the date of the written request made by the Purchaser, in the event the Service Provider fails and/or neglects to provide the source codes, the Purchaser shall be entitled to withhold the final payment (Project Retention payment) due under the Contract.

10.2 Copyright

10.2.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.

10.2.2 The Purchaser agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials except those 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 Service Provider does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.

10.2.3 The Purchaser's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or as may be otherwise specified in the SCC.

Section VI – General Conditions of Contract

10.2.4 As applicable, the Purchaser's and Service Provider's rights and obligations with respect to Custom Software or elements of the Custom Software, including any license agreements, and with respect to Custom Materials or elements of the Custom Materials, are specified in the SCC. Subject to the SCC, the Intellectual Property Rights in all Custom Software and Custom Materials specified in the Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Purchaser. The Service Provider shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Purchaser may consider necessary or desirable to perfect the right, title, and interest of the Purchaser in and to those rights. In respect of such Custom Software and Custom Materials, the Service Provider shall ensure that the holder of a moral right in such an item does not assert it, and the Service Provider shall, if requested to do so by the Purchaser and where permitted by applicable law, ensure that the holder of such a moral right waives it.

10.2.5 The parties shall enter into such (if any) escrow arrangements in relation to the Source Code to some or all of the Software as are if specified in the SCC and in accordance with the SCC

10.3 Software License Agreement

10.3.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Purchaser, the Service Provider hereby grants to the Purchaser license to access and use the Software, including all inventions, designs, and marks embodied in the Software.

Such license to access and use the Software shall:

(a) be:

- (i) non-exclusive;
- (ii) fully paid up and irrevocable
- (iii) valid throughout the territory of the Purchaser's Country (or such other territory as specified in the SCC); and
- (iv) subject to additional restrictions (if any) as specified in the SCC.

(b) permit the Software to be:

- (i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Functional Requirements Specifications and/or the Service Provider'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;
- (ii) as if specified in the SCC, 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 Functional Requirements Specification and/or the Service Provider's bid specifies a class of computer to which the license is restricted and unless the Service Provider agrees otherwise in writing, 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) as if specified in the SCC, disclosed to, and reproduced for use by, support service, Service Providers 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) disclosed to, and reproduced for use by, the Purchaser and by such other persons as are if specified in the SCC (and the Purchaser may sublicense such persons to use and copy for use

Section VI – General Conditions of Contract

the Software), subject to the same restrictions as are set forth in this Contract.

10.3.2 The Standard Software may be subject to audit by the Service Provider, in accordance with the terms if specified in the SCC, to verify compliance with the above license agreements.

10.4 Confidential Information

10.4.1 Except if otherwise specified in the SCC, the "Receiving Party" (either the Purchaser or the Service Provider) shall keep confidential and shall not, without the 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.

10.4.2 For the purposes of GCC Clause 10.4.1, the Service Provider is also deemed to be the Receiving Party of Confidential Information generated by the Service Provider itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, Service Providers, employees, or other contacts of the Purchaser or the Purchaser's use of the System.

10.4.3 Notwithstanding GCC Clauses 10.4.1 and 10.4.2:

(a) the Service Provider 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 Service Provider: (i) to its support service, Service Providers 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, 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 10.4 as if that person were party to the Contract in place of the Receiving Party.

10.4.4 The Purchaser shall not, without the Service Provider's prior written consent, use any Confidential Information received from the Service Provider for any purpose other than the

operation, maintenance and further development of the System. Similarly, the Service Provider 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.

10.4.5 The obligation of a party under GCC Clauses 10.4.1 through 10.4.4 above, however, shall not apply to that information which:

- (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

10.4.6 The above provisions of this GCC Clause 10.4 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.

10.4.7 The provisions of this GCC Clause 10.4 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.

11. Indemnity

11.1 Indemnity

The Service Provider shall indemnify the Purchaser from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including that of the Purchaser) attributable to the Service Provider's delay in performance, performance or non-performance of the Service under this Contract.

Section VI – General Conditions of Contract

If the Purchaser notifies the Service Provider in writing of a third party claim against the Purchaser due to the Service provided by the Service Provider infringing any proprietary or intellectual property right including copyright, trade secret or patents of any third party, the Service Provider shall indemnify, hold harmless and defend such claim at its own expense and shall pay all costs and/or damages that may be finally awarded against Purchaser.

If the Service Provider does not assume full control over the Defence of a claim as provided in this Clause, the Purchaser may participate in such Defence at its sole cost and expense, and the Purchaser shall have the right to defend the claim in such manner as it may deem appropriate and recover all costs, Losses, damages including (litigation/arbitration expenses) from the Service Provider

12. Good Faith

- 12.1 Good Faith The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

13. Escrow Mechanism

- 13.1 Escrow Mechanism Based on the Service Provider 's evaluation, Purchaser will require Service Provider to provide escrow mechanism for the product (all components supplied by the Service Provider) in order to protect its interests in an eventual situation. Purchaser shall decide on a local escrow agent and bear all costs. Service Provider has to list down the source code and system documentation including technical and user documentation that could be kept in an escrow and the update mechanism of those documents in the event of changes (i.e., product update or bug fixing). Service Provider has to provide the terms and conditions for the escrow mechanism. If there are any changes in the design/ program, there should be an update arrangement for escrow documents.

14. Publicity

- 14.1 Publicity Any publicity by the Service Provider in which the mention of Purchaser or any of its affiliates is made should be done only with the explicit prior written permission of Purchaser.

15. Assignment

Section VI – General Conditions of Contract

15.1 Assignment

Neither the Purchaser nor the Service Provider 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 thereunder, except that (a) the Service Provider 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, and (b) the Purchaser may assign the Contract or any part thereof to the Government of Sri Lanka or any of its agencies.

16. Risk Distribution

16.1 Transfer of Ownership

16.1.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Purchaser at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract.

16.1.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 10.2 (Copyright) and any elaboration in the Functional Requirements Specifications.

16.1.3 Ownership of the Service Provider's Equipment used by the Service Provider and its Subcontractors in connection with the Contract shall remain with the Service Provider or its Subcontractors.

16.2 Care of the System

16.2.1 The Purchaser shall become responsible for the care and custody of the System or Subsystems upon their Delivery. The Purchaser 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 User Acceptance of the System or Subsystems, pursuant to GCC Clause 2.11 (Commissioning and User Acceptance), excepting such loss or damage arising from acts or omissions of the Service Provider, its employees, or subcontractors.

16.2.2 If any loss or damage occurs to the System or any part of the System by reason of:

- (a) (insofar as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure

Section VI – General Conditions of Contract

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 16.4;

- (b) any use not in accordance with the Contract, by the Purchaser or any third party;
- (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 the Service Provider has disclaimed responsibility in accordance with GCC Clause 2.5.1.2,

the Purchaser shall pay to the Service Provider all sums payable in respect of the System or Subsystems that have achieved User Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Purchaser requests the Service Provider in writing to make good any loss or damage to the System thereby occasioned, the Service Provider shall make good the same at the cost of the Purchaser in accordance with GCC Clause 9.3. If the Purchaser does not request the Service Provider in writing to make good any loss or damage to the System thereby occasioned, the Purchaser shall either request a change in accordance with GCC Clause 9.3, excluding the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Purchaser shall terminate the Contract pursuant to GCC Clause 2.13.

16.2.3 The Purchaser shall be liable for any loss of or damage to any Service Provider's Equipment which the Purchaser has authorized to locate within the Purchaser's premises for use in fulfilment of Service Provider's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Service Provider, its employees, or subcontractors.

16.3 Loss of or
Damage to
Property;
Accident or

16.3.1 The Service Provider 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.

Injury to
Workers;
Indemnification

16.3.2 Subject to GCC Clause 16.3.3, the Service Provider 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 Service Provider 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.

16.3.3 If any proceedings are brought or any claim is made against the Purchaser that might subject the Service Provider to liability under GCC Clause 16.3.2, the Purchaser shall promptly give the Service Provider notice of such proceedings or claims, and the Service Provider 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 Service Provider 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 Service Provider 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 defence of any such proceedings or claim. The Purchaser shall, at the Service Provider's request, afford all available assistance to the Service Provider in conducting such proceedings or claim and shall be reimbursed by the Service Provider for all reasonable expenses incurred in so doing.

16.3.4 The Purchaser shall indemnify and hold harmless the Service Provider 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 Service Provider 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 User Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 16.4 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Service Provider.

16.3.5 If any proceedings are brought or any claim is made against the Service Provider that might subject the Purchaser to liability under GCC Clause 16.3.4, the Service Provider shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Service Provider'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 Service Provider within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Service Provider shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Service Provider within the twenty-eight (28) days, the Service Provider shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Service Provider 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.

16.3.6 The party entitled to the benefit of an indemnity under this GCC Clause 16.3 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

16.4 Force Majeure 16.4.1 "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Service Provider, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

- (a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;

Section VI – General Conditions of Contract

- (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, quarantine, and plague;
- (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;
- (f) failure, by the Service Provider, to obtain the necessary export permit(s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Service Provider's Equipment provided that the Service Provider 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.

16.4.2 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.

16.4.3 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 User Acceptance shall be extended in accordance with GCC Clause 9.4 (Extension of Time for Achieving User Acceptance).

Section VI – General Conditions of Contract

16.4.4 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 fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 16.5.6.

16.4.5 No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

(a) constitute a default or breach of the Contract;

(b) (subject to GCC Clauses 16.2, 16.5.3, and 16.5.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance,

if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.

16.4.6 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, failing which, either party may terminate the Contract by giving a notice to the other.

16.4.7 In the event of termination pursuant to GCC Clause 16.5.6, the rights and obligations of the Purchaser and the Service Provider shall be as specified in GCC Clauses 2.13.

16.4.8 Notwithstanding GCC Clause 16.5.5, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Service Provider under this Contract.

SECTION VII
SPECIAL CONDITIONS OF CONTRACT (SCC)

Section VII – Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1.1 (a)	The contract name is “Supply, Commission and Maintenance of Cloud Based (SaaS) SupTech Solution (Technology Solution for Market Conduct Supervision) for Securities and Exchange Commission of Sri Lanka”.
1.1.1 (g)	<p>Contract Documents:</p> <ul style="list-style-type: none"> a) The Letter of Award and its Acknowledgement b) Minutes of the Meeting on Contract Negotiations c) Clarifications requested and responses received during Bid Evaluation d) Technical and Financial Proposals e) Terms and References of the RFB f) General Conditions of Contract g) Special Conditions of Contract h) Contract Agreement i) Appendices <ul style="list-style-type: none"> i. Functional and Non Functional Requirements (including Implementation Schedule) ii. Key Personnel iii. Breakdown of Contract Price in Foreign Currency iv. Services and Facilities provided by the Service Provider
1.1.2 (a)	The Purchaser is Director General, Securities and Exchange Commission
1.1.2 (b)	<p>The Purchaser’s Project Manager:</p> <p>Madura P.R Wanigasekara, Chief Digital Officer Securities and Exchange Commission of Sri Lanka Level 28 and 29, East Tower, World Trade Centre, Echelon Square, Colombo 01.</p> <p>Tel.: +94 112143843 Ext : 351 Direct :+94 112143863 Fax: +94 112439149</p>
1.1.5 (a)	The Purchaser’s country: Sri Lanka

Section VII – Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1.5 (c)	The Project’s site: SEC sites in Sri Lanka
1.1.5 (d)	The Contract period: 05 Months
1.1.6 (e)	The words “in the Government’s country” are amended to read as “in Sri Lanka.”
1.2	This contract is governed by the laws of the Democratic Socialist Republic of Sri Lanka
1.3.1 (a)	The language is English
1.4.1	<p>The address of the Purchaser:</p> <p>Purchaser: Securities and Exchange Commission of Sri Lanka. Attention: Director General Address:</p> <p style="padding-left: 40px;">Securities and Exchange Commission of Sri Lanka Level 28 and 29, East Tower, World Trade Centre, Echelon Square, Colombo 01.</p> <p style="padding-left: 40px;">Tel.: +94 112143843 / +94 112143863 Fax: 0112143813/14 E-mail: DG@sec.gov.lk</p>
1.4.3	<p>The Purchaser’s Project Manager:</p> <p style="padding-left: 40px;">Madura P.R Wanigasekara, Chief Digital Officer Securities and Exchange Commission of Sri Lanka Level 28 and 29, East Tower, World Trade Centre, Echelon Square, Colombo 01.</p> <p style="padding-left: 40px;">Tel.: +94 112143843 / +94 112143863 Fax: +94 112439149</p>
1.5	<p>Office located at: Level 28 and 29, East Tower, World Trade Centre, Echelon Square, Colombo 01.</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Purchaser: Project Manager</p>

Section VII – Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	For the Service Provider: Authorized Representative
1.7	Amounts payable by the Purchaser to the Service Provider under the contract to be subject to prevailing local taxation: Yes
1.7.1	<p>The Service Provider, the Sub-Contractor and the Personnel shall have to bear all direct/indirect taxes, duties, fees, levies and other impositions imposed, under the applicable laws on the Service Provider, the Sub-Contractor and the Personnel. For details, please refer to Inland Revenue Department web site; http://www.ird.gov.lk</p> <p>The Purchaser will reimburse the Service Provider for the applicable VAT. The Service Provider is advised to be aware of their liabilities within the current Inland Revenue Act of Sri Lanka.</p>
2.1	The date on which this Contract shall come into effect is the date of signing the contract by both parties.
2.2.1	<p>Project Plan: As per the Functional and Non-Functional Requirements Specifications.</p> <p>The Purchaser shall, within [seven (7)] days of receipt of the Project Plan, either provide confirmation in writing to the Service Provider that the Project Plan is approved (“the Agreed and Finalized Project Plan”) or notify the Service Provider of any respects in which it considers that the Project Plan does not conform to the Technical Requirements of the Contract. The Service Provider shall, within [five (5)] days of receipt of such notification, correct the Project Plan and resubmit to the Purchaser. The Agreed and Finalized Project Plan shall be contractually binding on the Purchaser and the Service Provider.</p>
2.2.2	The Starting Date for the commencement of Services is within 30 days from the date of signing the contract. However, this date can be mutually agreed by both parties in writing.
2.2.3	<p>The Service Provider shall submit to the Purchaser the following reports: [state “none,” or specify, for example:</p> <p>(a) Monthly (Quarterly) progress reports, summarizing:</p> <p>(i) results accomplished during the prior period;</p> <p>(ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan;</p>

Section VII – Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;</p> <p>(iv) other issues and outstanding problems; proposed actions to be taken;</p> <p>(v) resources that the Service Provider expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;</p> <p>(vi) other issues or potential problems the Service Provider foresees that could impact on project progress and/or effectiveness.</p> <p>(b) Ad hoc reports.]</p> <p><i>Note: Other reports may be needed to monitor Contract performance/progress with System implementation, for example:</i></p> <p>(*) inspection and quality assurance reports</p>
2.3	<p>The Intended Completion Date is [The time period: implementation period]</p> <ul style="list-style-type: none"> • Implementation period – 05 Months from the signing of contract.
2.5.3.1	(a) Project Plan
2.7.4	Free upgrades to be provided by the Service Provider
2.10	Solution readiness certificate to be provided by the Service Provider as an indication of pre-commissioning prior UAT.
2.11	User Acceptance Certificate and Final Acceptance Certificate to be provided by the Purchaser as per the General Form 16 and 17.
2.11.2	<p>Acceptance Tests would be as follows:</p> <p>i. User Acceptance Testing: This is prior to achieve the go live milestone. In this period, the Purchaser will prepare test plans and undertake User Acceptance Tests. Successful achievement of all User Acceptance Tests is required prior to the Purchaser issuing a User Acceptance Certificate.</p> <p>ii. Final Acceptance Testing: This is after completing of UAT and evaluation of non-functional requirements. The Purchaser will prepare and undertake Final Acceptance Tests.</p>
3.2.3	Activities prohibited after termination of this Contract are:

Section VII – Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<ul style="list-style-type: none"> (a) Not to disclose SEC information with 3rd parties (b) Withholding of any SEC drawings and documents
3.5 (d)	No other actions specified. Purchaser can include actions which required prior approval during the contract negotiation.
3.6	<p>The Service Provider shall submit to the Purchaser the following reports:</p> <ul style="list-style-type: none"> a) Weekly and Monthly progress reports, indicating: <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 and Finalized Project Plan. (iii) Corrective actions to be taken to return to planned schedule of progress. (iv) Proposed revisions to planned schedule. (v) Other issues and outstanding problems; proposed actions to be taken. (vi) Resources that the Service Provider expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period; and Other issues or potential problems the Service Provider foresees that could impact on project progress and/or effectiveness (vii) Project Review Meeting Minutes b) Inspection and quality assurance reports c) Training participants test results d) Monthly log of service calls and problem resolutions. e) All other and any reports indicated or required in Technical Requirements.
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <ul style="list-style-type: none"> (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Service Provider under this Contract shall become and remain the property of the Purchaser, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Purchaser, together with a detailed inventory thereof. (b) The Service Provider may retain a copy of any such documents and software with a written confirmation from SEC

Section VII – Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.8.1	<p>The liquidated damages rate is 0.5% per day</p> <p>The maximum amount of liquidated damages for the whole contract is 10% of the final Contract Price.</p> <p>The liquidated damages will not be applicable for the purchaser.</p>
3.8.2	<p>The maximum amount of Performance Penalty will be 0.5% per day (Same as 3.8.1).</p> <p>The liquidated damages will not be applicable for the purchaser.</p>
3.9.3	Performance Security: 10% of the contract value
3.11	Refer to the National Procurement Agency of Democratic Socialist Republic of Sri Lanka, Procurement Regulations and the sustainable procurement guidelines. https://www.treasury.gov.lk/web/procurement-guidelines-and-manuals/section/procurement%20guidelines
3.12	For Service Provider: Service Provider shall arrange all his requirements including Space, Vehicle, Driver, Parking, Internet etc.
5.1.7	Training facilities:
5.1.11	Not Applicable
5.2	Not Applicable
5.4	<p>Purchaser shall provide following services and facilities.</p> <ol style="list-style-type: none"> 1. Access facilities to Purchaser’s premises 2. Access to Purchaser’s application systems 3. Access to Purchaser’s data
5.5	Project Manager shall have the authority and power to take decisions during the contract period.
6.3	<p>Subject to the provisions of GCC Clause 6.4 (Terms of Payment), the Purchaser shall be paid the Contract Amount to the Supplier as specified below.</p> <p>(a) Implementation & Commissioning:</p> <p>Fees for Implementation Services shall be paid by the Purchaser to the Supplier as follows:</p> <ol style="list-style-type: none"> 1) 20% as an Advance Payment upon submission of the advance guarantee for the same amount.

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>2) 60% upon UAT acceptance certification.</p> <p>3) 20% upon Final Acceptance certification.</p> <p>(b) Annual Software Subscription</p> <p>First Annual subscription would be paid upon the Go-live and rest of the subscriptions will be paid at the beginning of the following term.</p>
7.1	<p>The principle and modalities of inspection of the Services by the Purchaser are as follows: Quality of Performance checked through QA & UAT</p>
8.6	<p>The parties will attempt in good faith to resolve promptly through negotiations between them any dispute, controversy, claim or disagreement arising directly or indirectly under, out of, in connection with, or in relation to this Agreement (or the subject matter of this Agreement) including, without limitation, any dispute, controversy, claim or disagreement relating to the validity, interpretation, construction, performance, enforcement or termination of this Agreement (hereinafter referred to as a Dispute).</p> <p>The parties agree that any dispute question or difference of opinion between arising out of or in connection with or as a consequence of this Agreement as aforesaid which has not been resolved through negotiation within thirty (30) days after the occurrence of such Dispute shall be determined in accordance with the provisions of the Arbitration Act No.11 of 1995. The UNCITRAL Rules of Arbitration shall apply to the arbitration proceedings.</p> <p>The arbitral tribunal shall be composed of three arbitrators appointed as follows:</p> <ol style="list-style-type: none"> 1. The Purchaser and the Service Provider shall each appoint an Arbitrator, and the two Arbitrators so appointed shall appoint a third Arbitrator who shall act as chairman of the arbitral tribunal. 2. The Arbitration Proceedings shall be conducted in and any arbitral award shall be made in Sri Lanka and the governing law of the arbitration proceedings will be the laws of the Democratic Socialist Republic of Sri Lanka. 3. The language to be used in the arbitration shall be the English language.

Section VII – Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	4. Any decision or award of the tribunal shall be final and binding upon the Parties.
10.2	Not Applicable
10.4	Purchaser: Securities and Exchange Commission of Sri Lanka

SECTION VIII
ANNEXURES

Section VIII – Annexures

Annexure 1 – Functional Requirement Specification

Notes :

- The following criteria are used to identify the business requirements in the Functional Requirement Specification specified below.

Criteria	Description
M	Mandatory
D	Desirable

- The Bidders are requested to use the following criteria to submit their responses as described below. Bidders can use the soft form of the FRS to complete their responses.

Criteria	Description
STDD	Standard Functionality
WA	Work Around
MOD	Modified (Customization)
TTP	Third Party Solutions
NA	Not Available

Ref.	Definition	Explanatory Comments
STDD	The requirement can be met by the standard functionality of the solution with non-complex configuration.	State which solution module(s) supports the requirement and include any explanatory comments as appropriate.
WA	The requirement can be met by the solution but will require some complex configuration and/or the use of a workaround (e.g., by re-purposing alternative solution functionality or by requiring specific changes to business process).	State which solution module(s) support the requirement and include additional comments to explain how the requirement can be met.
TTP	The requirement can be met through the use of a third party-solution with standard or pre-built integration into the core SaaS SupTech solution (Technology Solution for Market Conduct Supervision).	Include comments to explain how the requirement will be met and how the proposed third-party solution is integrated with the core SaaS SupTech solution (Technology Solution for Market Conduct Supervision).

Section VIII – Annexures

MOD	The requirement can be met but will require a modification to the standard solution and/or bespoke development of solution functionality.	Include comments to explain what modification or bespoke development is required to meet the requirement and how complex this will be.
NA	The requirement cannot be met by the solution.	

3. If a requirement can be met through a combination of methods (e.g., a mixture of standard functionality and a third-party product), specify both.
4. The proposed product should support with proper version/release controlling.
5. Bidder shall submit supporting technical literature published by the Product Manufactures/ Software vendors to support the confirmed requirements. The supporting technical literature has to be numbered with the respective functional requirement no.
6. Bidder must mention which module of the proposed product/ application supports the implementation of the particular functional requirement.
7. As per the nature of the requirement, for mandatory functional requirements, TTP and NA criteria is considered non-responsive.

Functional Requirements.

Serial No	Criterion	Mandatory/ Optional	Comments			
			STDD	WA	MOD	TTP
1	APPLICATION ADMINISTRATION FRAMEWORK					
1.1	GENERIC FEATURES					
1.1.1	The system must provide context sensitive help in each screen.	Mandatory				
1.1.2	Ability to add, maintain and manage versions of all relevant data submission templates, and taxonomies within the System, including related rules and meta data, such as applicable date ranges, reporting timetable etc.	Mandatory				
1.1.3	The System to manage Internal User authentication based on secure Identity Access Management procedures adopted by the Commission (i.e., Active Directory)	Mandatory				
1.1.4	The System to restrict Internal Users from amending data submitted by the External Users	Mandatory				
1.1.5	The System shall allow straight-through processing (STP) procedure in case of error-free instance documents. The System shall automatically pass data directly through to analytics unless it has a Validation Outcome of "failed" or specific Plausibility Outcome.	Mandatory				
1.1.6	Provide Internal Users with the ability to manually extract data to MS Excel, .CSV MS Word, Pdf, or any other database format.	Mandatory				
1.1.7	Ability to monitor with a dashboard the status of the present and previous submissions by the Reporting Entities. The dashboard will provide on-line information to each user regarding: <ul style="list-style-type: none"> • Number of submissions sent, validated, and rejected. • Number of instance documents submitted, validated, and rejected. • Level of fulfilment of each reporting requirement and period, indicating the instance documents, validated, rejected, and overdue. 	Mandatory				

Section VIII – Annexures

1.1.8	Ability to search, filter, select, view and print data submitted in a readable format	Mandatory				
1.1.9	Ability to include radio buttons selection, drop down selection	Mandatory				
1.1.10	Ability to provide check lists at each stage of workflow with provision for comments, timelines and if mandatory or not	Mandatory				
1.1.11	Ability to configure required parameters defined by SEC such as payment fee structures, compliance due dates etc. user groups & hierarchy group privileges to be defined by task &/or entity	Mandatory				
1.1.12	When notifications are sent to external users, appropriate security should be maintained e.g., sensitive information should not be sent via email and instead the user should be requested to login to the system to view the sensitive information	Mandatory				
1.1.13	Ability to manage versions of Structured Reporting Templates defined by the Commission	Mandatory				
1.1.14	Proposed system to support end to end management of workflows defined as per legislative modalities of the Commission	Mandatory				
1.1.15	Unusual or non-complying activity to be monitored through reports as well as dashboard	Mandatory				
1.1.16	Provide comprehensive audit/trail to log	Mandatory				
1.1.17	Ability to define SLAs and KPIs of internal users.	Mandatory				
1.2	USER MANAGEMENT					
1.2.1	Support all internal as well as external stakeholders according to their designated mandate in the system	Mandatory				
1.2.2	Support administration of the operations associated to the user groups as per their mandate	Mandatory				
1.2.3	Ability to submit user information by filling a simple form with the facility to attached supporting document (if required)	Mandatory				

Section VIII – Annexures

1.2.4	Ability to create and manage Internal and external User accounts with roles, permissions, and access rights for designated users.	Mandatory				
1.2.5	Provide -Admin Users with the ability to manually enable and disable Internal User and External Users	Mandatory				
1.2.6	Provide Internal Users with the ability to Manage their security credentials with appropriate administrative controls as per SEC IT policy	Mandatory				
1.3	ALERTS MANAGEMENT & NOTIFICATION					
1.3.1	Ability to configure and issue standardized and customized notifications to internal & external users	Mandatory				
1.3.2	Association of the alerts to any specific user group on need basis	Mandatory				
1.3.3	Ability to Generate alerts for critical compliance violations	Mandatory				
1.3.4	Complete trace of alerts and notifications generated as an audit trail.	Mandatory				
1.3.5	Ability to generate automatic alerts and notifications	Mandatory				
1.3.6	The System to automatically release a Notification after a predefined period of time based on rules specified by the Commission from time to time	Mandatory				
1.3.7	For each Reporting Template on a Schedule, the System shall automatically determine the submission deadline based on the rules specified by the Commission e.g., Annual Reporting required a specific number of weeks after financial year end date etc.	Mandatory				
1.3.8	The System will notify the reporting entity with the result of the submission validation and, in case of rejection, will indicate the reasons for rejection	Mandatory				
1.3.9	In case of any non-compliance, the system shall issue warnings	Mandatory				

Section VIII – Annexures

1.3.10	E-mail notifications to be initiated to the relevant stakeholder for the benefit of compliance staff of the Commission	Mandatory				
1.4	HELP & USER SUPPORT SERVICES					
1.4.1	Provide the internal including admin users and external users with offline guidance to support effective use of the system e.g., user guides, web learning, etc.	Mandatory				
1.4.2	Provide the internal and external users with on screen user help services	Mandatory				
1.4.3	Ability to emulate a reporting entity's view of the System to help the provision of user and technical support to Reporting Entities	Mandatory				
1.5	DATA ANALYSIS AND GENERATION OF REPORTS					
1.5.1	Support all standard reports required by the Commission to support regulatory compliance	Mandatory				
1.5.2	Support utility reports for the administration of the system such as, list of users on the system, submissions for a given period etc.	Mandatory				
1.5.3	Support of custom report writer integration	Mandatory				
1.5.4	All reports must support filters including date ranges and attributes pertaining to each specific report	Mandatory				
1.5.5	Provide Internal Users with the ability to Define and Manage a Reporting Group	Mandatory				
1.5.6	Ability to manage the data which are submitted as per the fixed/standardized template suggested by SEC.	Mandatory				
1.5.7	Ability to Manage versions of the fixed/standardized template Taxonomy and other Reporting Templates	Mandatory				
1.5.8	Provide authorized users at the Reporting Entities with the ability to submit instance documents to the Financial Reporting System, following the exchange rules defined by the Commission (Ex. Exposure Reports)	Mandatory				

Section VIII – Annexures

1.5.9	The System shall have the ability to receive data submissions in other electronic based formats (e.g., XML, XBRL, CSV, WORD, EXCEL, POWERPOINT, PDF, JPG, PNG etc.)	Mandatory				
1.5.10	The System shall automatically perform the validation of the submissions, based on the type of reporting requirement associated to the submission.	Mandatory				
1.5.11	Based on the type of function the Non-Financial and financial data to be extracted and fill into pre-defined report format (SEC letters, Reports, CBSL reporting)	Mandatory				
1.5.12	Monitoring reports pertaining to the payments and application status	Mandatory				
1.5.13	Ability to analyze data and present entity risk dashboard	Mandatory				
2.1	E- SUBMISSIONS AND COMPLIANCE VERIFICATION					
2.1.1	e-submission of Licensing, Renewals & related applications with supporting documents e-submission of financial returns (i.e., balance sheets, income statements, cash flow statements and statements of shareholders' equity) along with facility of attaching notes, attachments, and comments with each financial field of the return, helping in elaborating the stated figure break-up e-submission of other returns e-submission of user information for user creation & changes	Mandatory				
2.1.2	The system should allow to submit certain e-submissions compliant with the fixed/standardized template as defined by SEC.	Mandatory				
2.1.3	The system must allow the processing and validation of fixed/standardized documents, based on the validation rules defined by the Commission and as per the template provided in the system.	Mandatory				

Section VIII – Annexures

2.1.4	The system must allow extracting the data from fixed/standardized format or Inline fixed/standardized instance documents and store the financial information	Mandatory				
2.1.5	The system must provide external users with the ability to monitor the status of the fulfilment of reporting requirements of their reporting entities based on notifications received from SaaS SupTech System (Technology Solution for Market Conduct Supervision)	Mandatory				
2.1.6	Proposed system to constituents a single unified resource to learn about, apply for, renew or manage licenses and permits by electronic means under the mandate of the Commission	Mandatory				
2.1.7	Support submission of interrelated/interlinked financial forms as a single batch, such as balance sheet, income, cash flow and liquid fund statements per period that are related	Mandatory				
2.1.8	In-built compliance features of the system to ensure adherence with the legislation process	Mandatory				
2.1.9	Ability to modify compliance management to support dynamic needs of the Commission via parameterizations	Mandatory				
2.1.10	Ability to run plausibility checks manually or automatically against submitted data	Mandatory				
2.1.11	Provide Internal Users and relevant Participant Regulators with the ability to view the Plausibility Outcome e.g., red, amber, green outcome	Mandatory				
2.1.12	Provide authorized users of the Reporting Entities with the ability to resubmit the document in an event an authorized person/s reject the document	Mandatory				
2.1.13	The System shall automatically track a submission status through various stages of the process	Mandatory				
2.1.14	Based on the validation procedure associated to the submission, the System will automatically perform the validation of fixed/standardized template against the fixed/standardized format which is defined by SEC.	Mandatory				
2.2.1	Ability to offer dashboard as per the designated role of each user in the system, showing compliance of various entities at a	Mandatory				

Section VIII – Annexures

	glance, such as Timely submission, Complete Submission, Parametrized monitoring etc.					
2.2.2	The dashboards should be implemented in form of widgets, where access to each widget should be controlled through active Directory defined by SEC.	Mandatory				
2.2.3	Each widget should support filtering of underlying data	Mandatory				
2.2.4	Support to extract and download the underlying data, however access to the download feature should be configurable.	Mandatory				
2.2.5	The dashboard will allow to define the parameters (widgets) as per the identified components.	Mandatory				
2.2.6	The system must provide filters with the possibility to check the current status of their submissions	Mandatory				
2.3	Ability to receive the validated financial statements in a fixed/standardized format corresponding to the reporting requirements defined by SEC.	Mandatory				
2.3.1	The information corresponding to the scope of activity of each external users should not be possible to be accessed by other external user.	Mandatory				
2.3.3	Provide Internal Users with the ability to share the files/documents external user and all Reporting Templates as compliant to the fixed/standardized template defined by SEC.	Mandatory				
3	THIRD PARTY INTEGRATIONS					
3.1	Document Management System on MS. SharePoint	Mandatory				
3.1.1	Support archival of electronic documents with an efficient document/content index and full-text index search system, to quickly navigate to the information required	Mandatory				
3.1.2	Ability to Define and Configure the System rules which determine where to store, access files, name and how to classify them	Mandatory				
3.2	E-mail servers/ gateways	Mandatory				
3.3	SEC Microsoft Activity Directory environment	Mandatory				

Section VIII – Annexures

3.4	Authorized 3rd party application software (API based integration)	Mandatory				
3.5	DIGITAL SIGNATURE INTEGRATION	Desirable				

Annexure 2 – Non-Functional Requirement Specification**Standards and Technical Specifications**

Bidder shall submit supporting technical literature published by the Product Manufactures/ Software Bidders to support the confirmed requirements.

Sr. No	Specification	Priority	Bidder Response Yes/No	Comment/Remarks
1	Standard Requirements			
1.1	The IaaS and PaaS platform must be based on state-of-art technology. Bidders must provide detailed descriptions of the cloud components they propose. All ancillary equipment required to support the proposed hardware must be indicated in their proposal. Technical data sheets relating to each hardware component must be provided.	Mandatory		
1.2	SaaS Application and the cloud components must use industry standard programming languages and shall run operating systems using industry standard interfaces to these applications.	Mandatory		
1.3	Suppliers must supply the latest technology at the time of delivery. All software and technology components to be utilized must have been officially released for a period of not less than 12 months prior to the date of bidding and should be under the long-term support.	Mandatory		

Section VIII – Annexures

Sr. No	Specification	Priority	Bidder Response Yes/No	Comment/Remarks
1.4	The systems and technologies to be implemented must be based on latest technology architecture with open interfaces and must be from reputable suppliers with availability of support, spare parts, consumables and replacements.	Mandatory		
1.5	Standard Requirements -Hosting the system on cloud: The proposed SaaS application hosted in a public cloud should comply with international regulation such as GDPR and also in line with the Personal Data Protection Act No. 9 of 2022 of Sri Lanka. The location of the cloud nodes should be agreed between the bidder and the purchaser.			
1.6	System should support Database Authorization Management.	Mandatory		
1.7	System should support release control management.	Mandatory		
1.8	System should support menu management.	Mandatory		
1.9	System should provide application-level workflow control to the user.	Mandatory		
1.10	System should facilitate having a central Audit trail lookup	Mandatory		
1.11	System should support Data Import/Export Management	Mandatory		
2	Common Requirements			
2.1	Ability to print reports directly from the system.	Mandatory		

Section VIII – Annexures

Sr. No	Specification	Priority	Bidder Response Yes/No	Comment/Remarks
2.2	Ability to generate & print backdated reports.	Mandatory		
2.3	Ability to import & export data into preferred formats (MS format and PDF).	Mandatory		
2.4	Ability to direct the report output as an e-mail attachment.	Desirable		
2.5	Ability to define user IT policy at the time of first login, which the user has to read and accept.	Desirable		
2.6	Ability to configure user specific / definable “information screen/dashboard” that could be shown when a user logs in.	Desirable		
2.7	Ability to support for industry standard protocols.	Desirable		
3	User Friendliness			
3.1	Ability to define system default values & rules to improve end user convenience.	Mandatory		
3.2	Ability to list down all predefined data items in every possible field, so that the data does not need to be remembered.	Desirable		
3.3	Ability to provide on-line & off-line help.	Mandatory		
3.4	Ability to generate a meaningful error message rather than simply providing error codes when errors are processed. All	Mandatory		

Section VIII – Annexures

Sr. No	Specification	Priority	Bidder Response Yes/No	Comment/Remarks
	error messages should also be fully explained in the documentation.			
3.5	Support for iOS, android and windows based mobile devices and should be browser independent.	Mandatory		
4	User Profile Management			
4.1	Requires the user to provide valid identification for access to the System resources.	Mandatory		
4.2	Availability of initial system generated random password.	Mandatory		
4.3	Ability to prompt the user to change the system generated password in the first login.	Mandatory		
4.4	Ability to prompt the user to change the password in the first login after password reset.	Mandatory		
4.5	Ability to parameterize automatic logoff of User ID after a certain time of inactivity. (Lock out time to be defined by the System Administrator).	Mandatory		
4.6	On successful login attempt, the system should display the last login time and date.	Mandatory		
4.7	Prevents passwords from being viewed or printed by any user including system administrators. (Passwords should be stored	Mandatory		

Section VIII – Annexures

Sr. No	Specification	Priority	Bidder Response Yes/No	Comment/Remarks
	encrypted in application database, 128 bit or 256-bit encryption preferred)			
4.8	Ability to disable screen echo when password is keyed (i.e., do not display password).	Mandatory		
4.9	Ability to change password by the users (Real-time).	Mandatory		
4.10	Ability to parameterize the password complexity requirements.	Mandatory		
4.11	Current & historical passwords must always be one-way encrypted when held in storage for any significant period of time or when transmitted over networks.	Mandatory		
4.12	Ability to block re-assigning "X" number of previous Passwords. "X" should be parameterized.	Mandatory		
4.13	Generates reminders and forces the Users to change password after a predefined interval from the date of last change. (Security Officer to define the no. of days for the password expiry)	Mandatory		
4.14	Ability to reset the password by system administrator in case of loss of password.	Mandatory		
4.15	Availability of "forget password" functionality which links with the user e-mail.	Mandatory		

Section VIII – Annexures

Sr. No	Specification	Priority	Bidder Response Yes/No	Comment/Remarks
4.16	Ability to define an expiry date for user profiles.	Mandatory		
4.17	Ability to deactivate the user profile temporarily or permanently.	Mandatory		
4.18	Ability to define the maximum number of unsuccessful logins attempts per user at a given time.	Mandatory		
4.19	On completion of the maximum number of unsuccessful login attempts, the system should lock-out access to the user.	Mandatory		
4.20	Ability to unlock/locked user profiles should be restricted to System Administrator(s).	Mandatory		
4.21	Ability to restrict concurrent logins for a single user profile.	Mandatory		
4.22	Ability to automatically deactivate user accounts if the user profile is not used for "X" number of days. "X" should be parameterized.	Mandatory		
4.23	Availability of extensive Log of all activities including system administrator activity logs which cannot be deleted even by a system administrator	Mandatory		
4.24	User profile should not be allowed to be modified if the user has logged into the system and the System Admin should be able to force logout the user and do the modification when required. The modification should only cover changes to the user profile except the User ID. After the profile	Mandatory		

Section VIII – Annexures

Sr. No	Specification	Priority	Bidder Response Yes/No	Comment/Remarks
	modification, the user should be notified of the change at the very first login. Further there should be an option to view profile history.			
4.25	The Bidder shall implement the workflow to manage creation of user account, assigning & modifying privileges and termination, disabling & enabling of user accounts with necessary approvals. The successful Bidder shall design the workflow as per the purchaser's requirement.	Mandatory		
4.26	The User license shall have flexibility and reusability to cater to the staff movement requirements of the organization such as transfers, promotions etc.	Mandatory		
4.27	The solution shall support an employee, who needs to access multiple modules with a single user account.	Mandatory		
4.28	The User authentication shall be done by the Active Directory, such that the Bidder shall do the necessary integrations.	Desirable		
5	Access Control			
5.1	Ability to create, modify, deactivate user access groups.	Mandatory		
5.2	Ability to define access privileges (e.g., add, modify, view, delete etc.) for each menu option for different user groups.	Mandatory		
5.3	Ability to define Module wise access rights.	Mandatory		

Section VIII – Annexures

Sr. No	Specification	Priority	Bidder Response Yes/No	Comment/Remarks
5.4	Ability to have different levels of access within a module. Restrictions should apply to functions, transactions, screens, fields on screens, etc.	Mandatory		
5.5	Ability to restrict user access based on IP Address.	Mandatory		
5.6	Ability to control over distribution of reports as per predefined lists	Mandatory		
5.7	Ability to confirm the access created based on approvals.	Mandatory		
6	System Monitoring			
6.1	Registers any attempts (successful and unsuccessful) to access restricted resources codes identifying the operator, terminal, security violations, Back-up & restoration events, system failures, date and time etc.	Mandatory		
6.2	Ability to enable and disable different audit logs based on organizational requirements.	Mandatory		
6.3	Availability of access rights review reports including all users, user groups & access granted for each user group.	Mandatory		
6.4	Availability of complete audit trails for tracking transactions including master data changes through the system showing who entered the transactions, who authorized the transactions, when they were entered and at which terminal.	Mandatory		

Section VIII – Annexures

Sr. No	Specification	Priority	Bidder Response Yes/No	Comment/Remarks
6.5	Ability to filter audit trails by user, functions, period, etc.	Mandatory		
6.6	Provides on-line availability of the audit trail for a specified period of time before being archived.	Desirable		
6.7	Ability to define frequency, types and details of exception reports.	Desirable		
6.8	Ability to prevent any modifications or deletion of audit logs.	Mandatory		
6.9	Ability to track client's IP & Network Interface address.	Mandatory		
6.10	Ability to provide session log files. The user should be able to analyze the information (e.g., account id, session time, transactions performed, etc.)	Desirable		
6.11	Ability to embed audit module that collect pre-defined information into a special computer file that can be examined/monitored continuously by the auditor.	Desirable		
6.12	Ability to print Access logs of defined Users (Security Officer/Administrator to define users)	Mandatory		
7	Remote Access			
7.1	System should be accessible via a web browser.	Mandatory		

Section VIII – Annexures

Sr. No	Specification	Priority	Bidder Response Yes/No	Comment/Remarks
7.2	Web interface should be compatible with all commonly used web browsers (e.g., Internet Explorer, Firefox, Chrome, Opera, Safari etc.).	Mandatory		
7.3	Web interface should be compatible with mobile browsers for easy access from mobile devices.	Desirable		
8.0	Architecture of the proposed system			
8.1	Bidder should describe to the purchaser the detailed application architecture	Mandatory		
8.2	Should describe to the purchaser the processing, data storage architecture and design.	Mandatory		
8.3	Details of the operating system and database platforms for the system.	Mandatory		
8.4	Integration with Business Intelligence tools, data warehousing and other 3 rd party software and hardware requirements	Mandatory		
8.5	Details of the preferred platform and sizing calculations	Mandatory		
9	Data center requirements			
9.1	Minimum required configurations of the server (including total number required).	Mandatory		
9.2	Proof of scalability for the equipment suggested.	Mandatory		

Section VIII – Annexures

Sr. No	Specification	Priority	Bidder Response Yes/No	Comment/Remarks
9.3	Data replication strategy and requirements for on-line and real-time availability.	Mandatory		
9.4	Proposed architecture.	Mandatory		
10	Disaster Recovery (DR) Requirements			
10.1	Disaster recovery strategy and proposed solution with: Recovery Point Objective (RPO) = 10 minutes Recovery Time Objective (RTO) = 1 Hour	Mandatory		
10.2	As per the data replication strategy, the proposed minimum required specification of the DR server(s).	Mandatory		
10.3	Should describe to the purchaser the processing, data storage architecture and design of the DR.	Mandatory		
10.4	Details of the operating system and database platforms for the DR.	Mandatory		
10.5	The network bandwidth requirement.	Mandatory		
10.6	Data backup procedures, tools used and methods of taking backups.	Mandatory		
10.7	Infrastructure requirements for the DR site.	Mandatory		
10.8	System should revert back the whole record in case of record writing error (Rollback Facility).	Mandatory		

Section VIII – Annexures

Sr. No	Specification	Priority	Bidder Response Yes/No	Comment/Remarks
10.9	Ability to archive data for minimum 5 years.	Mandatory		
10.10	Ability to support online replication to backup site.	Mandatory		
10.11	Reliable integrity verification functionality for backups.	Mandatory		
10.12	Ability to handle automatic switchover in cluster environment.	Mandatory		
11	Network and Communication requirements			
11.1	Bandwidth requirements should be clearly specified for all the recommendations.	Mandatory		
11.2	Possibility of avoiding single point of failure and a load balancing mechanism.	Mandatory		
12	Security requirements			
12.1	Support of the solution on the purchaser's data retention period of 10 years and security obligations under Sri Lankan law.	Mandatory		
12.2	Describe to the purchaser the data access privileges assignments available to the individual users, to maintain the segregation of duties.	Mandatory		
12.3	Data encryption mechanism in the application, database and tools. Bidder should ensure the safety and the confidentiality of the data.	Mandatory		

Section VIII – Annexures

Sr. No	Specification	Priority	Bidder Response Yes/No	Comment/Remarks
12.4	Brief description of the security module and its salient features.	Mandatory		
12.5	Detailed security architecture of the solution.	Mandatory		
13	Ownership of the Data			
13.1	Purchaser holds the ownership of the data stored in the cloud storage of the SaaS SupTech solution (Technology Solution for Market Conduct Supervision)	Mandatory		
13.2	Bidder should hand over the entire data in an agreed format with the purchaser at the time-of-service termination or as requested by the bidder.	Mandatory		

Section VIII – Annexures

In addition to the above, please provide the following information in line with the functional and user volumes specified in **Detailed Scope (Section IV - Item 1.1)**.

Sr. No	Specification	Priority	Bidder Response Yes/No	Comments/Remarks
System, Application & End user performance requirements				
1	Response time for different types of transactions	Desirable		
2	Login, authentication, and verification time - [4 Seconds]	Desirable		
3	Initial Screen Load - [3 Seconds]	Desirable		
4	Screen Navigation: field-to-field - [1 Second]	Desirable		
5	Screen Navigation: screen-to-screen - [5 Seconds]	Desirable		
6	Simple inquiry – single table, 5 fields, 3 conditions – without screen rendering - [10 Seconds]	Desirable		
7	Complex inquiry – multiple joined table (5), 10 fields, 3 conditions – without screen rendering - [20 Seconds]	Desirable		
8	The network latency time at the slowest links (assume 64kbps lines) used for remote office connectivity must be take into consideration when calculating the response times.	Desirable		

Helpdesk, Warranty and Maintenance

serial No	Service/ Support Provided	Priority	Bidder Response Yes/No	Comments & Remarks
1.	Introduction			
	After the provisional acceptance of the system, the Bidder shall provide necessary technical assistance and support to ensure the smooth running of the hosted solutions and their associated operating systems and databases.	Mandatory		
	The technical support shall include but not be limited to the following:			
1.2.1.	System warranty & maintenance as part of the license subscription	Mandatory		
1.2.2.	Process and application support	Mandatory		
1.2.3.	User interface support	Mandatory		
1.2.4.	Infrastructure and platform support as part of SaaS	Mandatory		
1.2.5.	Integration support	Mandatory		
1.2.6.	Change request management	Mandatory		
1.2.7.	Helpdesk management during the project period and throughout license subscription period.	Mandatory		
2.	Maintenance during the subscription			

Section VIII – Annexures

2.1	The Bidder shall provide warranty from the date of acceptance for all supporting software components used for the solution through out subscription. The Bidder shall propose the details of the warranty program.	Mandatory		
2.2	The subscription shall cover application support, without any additional charges to the purchaser.	Mandatory		
2.3	The Bidder shall provide any released patches for the solution provided to the purchaser, free of charge during the subscription period.	Mandatory		
2.4	The problems arising during the subscription period shall be logged in the Issue Log and the Bidder shall have to clear all issues related to the software provided by him.	Mandatory		
3.	Service Level Agreement (SLA)			
3.1	The Bidder shall agree to Service Levels stipulated by the purchaser, to ensure on-time technical support and to minimize the down time of the System.	Mandatory		
3.2	The Service Level Agreement shall formalize the agreement between the Bidder and purchaser to deliver specific support service, levels of support and agreed cost.	Mandatory		
3.3	The SLA shall have different levels of support, based on the nature of the problems that arise in the solution provided to the purchaser.	Mandatory		

Section VIII – Annexures

3.4	The Bidder shall provide a tool to monitor the fulfillment of the Service Level Agreement.	Mandatory		
3.5	The SLA shall be applicable during the period of entire use of the SaaS SupTech Solution (Technology Solution for Market Conduct Supervision).	Mandatory		
3.5	The failure to meet any SLA obligation shall be subjected to penalties.	Mandatory		
3.6	The Bidder shall not request any additional payments for resolving any issues during the license subscription period.	Mandatory		
4	Type of Support to be given by Bidder			
4.1	Helpdesk Support			
4.1.1.	The Bidder shall offer a Helpdesk function with a single point of contact for application related calls.	Mandatory		
4.1.2.	The Helpdesk shall take full responsibility and ownership of incidents reported until resolution.	Mandatory		
4.1.3	The Bidder shall provide a central helpdesk number, fax number, email address and helpdesk support access through the web for carrying out maintenance and support services.	Mandatory		
4.1.4	The Bidder shall provide 24x7x365 helpdesk support to the purchaser on incident reporting and resolving.	Mandatory		
3.1.1.	The Bidder shall provide the complete process of incident management and problem management.	Mandatory		

Section VIII – Annexures

4.2	Application Support			
4.2.1	The Bidder shall provide application support that consists of both operation and development.	Mandatory		
4.2.2	The operation support for the Application shall consist of day-to-day management of Operating Systems, Database and application.	Mandatory		
4.2.3	The development support shall consist of minor developments and customizations (e.g., reports) without touching the core application software, which should enable the purchaser to add new features and facilities as per its requirements.	Mandatory		
4.2.4	In case of upgrade of the application, the Bidder shall ensure the features and capabilities available on the previous version are not compromised in the upgraded version if not enhanced.	Mandatory		
4.3	Interfacing & Integration Support			
4.3.1	Ability to interface with mail server to generate emails to users and customers.	Mandatory		
4.3.2	Resolve any data communication issues with CSE data feeds	Mandatory		
4.3.3	The Bidder shall support to integrate any new software system with the solution based on the purchaser's requirements.	Mandatory		

Section VIII – Annexures

4.3.4	<p>1. The system must be able to support any of the Information Communication Technology protocols in use.</p> <p>2. The system must be able to support any of the API protocols in use. 3. The system must allow full integration of all modules with full data and resource sharing available within modules that need information from another module.</p>	Mandatory		
4.4	Change Request support			
4.4.1	The Bidder shall support all change requests (Form 18) arising due to business requirements during the use of SaaS SupTech Solution (Technology Solution for Market Conduct Supervision).	Mandatory		
4.4.2	The Bidder shall provide the basis of cost calculations for a Change Request.	Mandatory		
4.4.3	The Bidder shall provide impact analysis for all change requests raised.	Mandatory		
4.5	System Audits support			
4.5.1	The Bidder shall support to perform a comprehensive software audit along with a system performance audits twice a year.	Mandatory		
4.5.2	The Bidder shall provide an audit report indicating all findings (specifically, under or over usage of the licenses) of the audit with the relevant recommendations for improvements within a month.	Mandatory		

Training

Serial No	Description	Priority	Bidder Response	Comments & Remarks
1.	Training on SaaS SupTech Solution (Technology Solution for Market Conduct Supervision)			
1.1.	The Bidder shall provide adequate training to the purchaser's staff to ensure successful utilization of functions and features of the system. All such trainings should be provided in a manner that each trainee gets a dedicated purchaser terminal and with enough "hands on" experience. The Bidder shall propose the training components which are required. Training should cover Report Generation and minor customizations as well.	Mandatory		
1.2.	Purchaser's IT Department is required to provide 1 st level support to the purchaser's users. The training shall be provided to the satisfaction of the purchaser, such that purchaser's staff can perform the operation and maintenance of the systems and database independently. The Bidder shall propose the training components which are required.	Mandatory		
1.3.	The Bidder shall provide original training manuals and other relevant material to the Trainees.	Mandatory		
1.4.	In addition to the abovementioned training requirements, the Bidder shall propose any other specified training requirements which are needed by the purchaser.			

Annexure 3 – Existing Volumetric and other useful information

- Annual licensing categories at present and the total number of pages to be scanned and saved in the document management system.

	Market Intermediaries	No. of Entities	Average No. of pages in each file	Total No. of Pages
1	Investment manager	23	176	4048
2	Margin Provider	19	165	3135
3	Stock Broker	27	185	4995
4	Stock Dealer	11	175	1925
5	Corporate finance Advisor	4	115	460
6	Managing Companies	14	176	2464
7	Underwriter	8	108	864
8	Credit Rating Agency	2	100	200
				18091

- Total number of users at present

Internal	50
External	250

- For information on the rules and regulations of SEC, licensing and other useful information – www.sec.gov.lk