

**SRI LANKA STATE TRADING (GENERAL) CORPORATION LTD**

**REQUEST FOR PROPOSALS FOR**

**DEVELOPMENT WEB APPLICATION / MOBILE APPLICATION FOR  
STC - DUTY FREE) OPERATIONS**

**STC/DTB/2022/DFS/01**

Date: 17-08-2022

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## Section 1 : Letter Of Invitation

### Development Web Application/Mobile Application For STC - Duty Free Operations

Contract Number: STC/DTB/2022/DFS/01

The STATE TRADING CORPORATION LIMITED on behalf of the MINISTRY OF TRADE invites the REQUEST FOR PROPOSALS from the organizations for which Expression of Interest are called upon.

The Proposed solution should be developed and implemented in a form of development of Web Application/Mobile Application for STC - Duty Free operations including detailed BPR (Business Process Re-engineering) of the present system and the proposed system.

Software Development Firm will be selected in accordance with the procedures set out in the Government Procurement Guidelines by following Quality and Cost Based Selection (QCBS) method. Qualification procedure, evaluation criteria, description of the services, solution model and forms are specified in the Request for Proposal (RFP) document.

Eligible short listed applicants may download Request for Proposal (RFP) document in English from the website <https://stc.lk/tenders>. For Technical Clarifications, the interested eligible applicants may contact Mr.Nirosh Bandara, Senior Manager Procurement for further clarifications. Contact No (Office): 0112432679, General Number 0112422341 Extension: 226. Email Address [nirosh@stc.lk](mailto:nirosh@stc.lk)

Sealed Proposals must be hand delivered or registered post to the **Chairman, Sri Lanka State Trading (General) Corporation Ltd, 100, Nawam Mawatha, Colombo 02.** on or before **14.00hrs on 07/09/2022.** Please mark the following clearly on the Top left-hand corner of the envelope: **“Proposal of Development Web Application/Mobile Application for STC - Duty Free) Operations”**

Pre-bid meeting will be held at 10.00 AM on 25/08/2022 at STC Board Room, No.100, Nawam Mawatha Colombo 02.

The Chairman,  
Sri Lanka State Trading (General) Corporation Ltd,  
100, Nawam Mawatha, Colombo 02.

## Section 2: Instructions To Consultants

### Definitions

- a) “Client” means the procuring entity with which the selected Consultant signs the Contract for the Services.
- b) “Consultant” means any organization that may provide or provides the Services to the Client under the Contract.
- c) “Contract” means the contract signed by the Parties and all the attached documents listed in Clause 1 of, that is the General Conditions (GC), the Special form of agreement.
- d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- e) “Day” means calendar day.
- f) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants (Short listed from EOI) with all information needed to prepare their Proposals.
- g) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- h) “Party” means either or both the Client or the Consultant, as the context requires.
- i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;
- j) “Proposal” means the Technical Proposal and the Financial Proposal.
- k) “RFP” means the Request for Proposal prepared by the Client for the selection of Consultants.
- l) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- m) “Sub-Consultant” means any person or entity with which the Consultant subcontracts any part of the Services.
- n) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (The Consultant) from those listed in the Letter of Invitation, based on the Quality and Cost Based Selection (QCBS) of Technical and Financial proposal.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, for Software and Services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 To obtain first-hand information, Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre - proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to obtain additional information on the pre-proposal conference.
- 1.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 1.5 The Client requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
  - 1.5.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
    - (i) A firm and any of its Affiliates that has been engaged by the Client to provide Consultancy services for the project specified in this RFP, shall be disqualified from providing Software and Services for the requirements specified in this RFP.
    - (ii) A firm cannot engage a Consultant or Consultancy firm who has provided consultancy services with regards to the preparation of the RFP of this project. In the event of a conflict of interest, the firm will be disqualified from the selection process of this RFP.
    - (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.
    - (iv) A firm and any of its Affiliates including subcontractors, joint venture partners are involved in more than one submission of proposal for this RFP will be disqualified from the selection process of this RFP.

(v) A Consultant, who is making a submission for this RFP, has controlling shares in common with another Consultant who is making a submission for this RFP;

(vi) A Consultant, who is making a submission receives or has received any direct or indirect subsidy from another for this purpose

(vii) A Consultant, who is making a submission has the same representative as that of another for this purpose

- 1.5.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 1.5.3 No agency or current employees of the Client shall work as Consultants Personnel under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.
- 1.5.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.
- 1.6 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 1.7 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the requirements set forth in this RFP.
- 1.8 The officials of the procuring entity, as well as Consultants participating in this consultant selection process should adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the following definitions are given:



(i) “Corrupt Practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) “Fraudulent Practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) “Collusive Practices” means a scheme of arrangement between two or more consultants with or without the knowledge of the PE, designed to establish prices at artificial, noncompetitive levels;

(iv) “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

## 2. Clarification and Amendment of RFP Documents

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be emailed to the email address specified in the Data Sheet. The Client will respond in writing, and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants, who have been invited to submit a proposal. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under paragraph.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

## 3. Preparation of Proposals

3.1 The Proposal (see paragraph. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English Language.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either

(a) non- shortlisted Consultant(s), or

(b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader.

3.4 The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms (Section3).

(a) a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

(b) comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client.

(c) a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical

Proposals is provided under Form TECH-3 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-7 of Section which will show in the form of a bar chart the timing proposed for each activity. )

(d) The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-4 of Section 3).

(e) CVs of the professional staff signed by the authorized representative of the professional staff (Form TECH-5 of Section 3).

(f) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment.

(a) Breakdown of Components/Module Cost ; and

(b) other expenses indicated in the Data Sheet. If stated in the Data Sheet, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

3.7 Consultants can also propose any alternative pricing options which would be beneficiary to the Client.

#### 4. Submission, Receipt, and Opening of Proposals

4.1 The original Proposal (Technical Proposal and, Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the Proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in paragraph. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title, and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE 07/09/2022 ". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be the case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

## 5. Proposal Evaluation

5.1 From the time the Proposals are submitted to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

5.2 The Client shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

5.3 After the technical evaluation is completed in accordance with paragraph 5.2 above, the Client shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional

5.4 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores obtained but each qualified Consultant shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

5.5 Following the ranking of technical Proposals as described under 5.2 above, The Client will examine the Financial Proposal of the first ranked Consultant. First, the Client will examine whether the Financial Proposal is complete. Then the Proposal is checked for arithmetical errors.

Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal,

- (i) if Option B is applicable under Clause 6 of GC, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost,
- (ii) if Option A is applicable under Clause 6 of GC, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to Sri Lankan Rupees, if the consultants were allowed to indicate certain expenditure of the Financial Proposal in foreign currency, using the selling rates of exchange, source and date indicated in the Data Sheet.

5.7 Using the QCBS method of evaluation, The proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P= 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

## 6. Negotiations

6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

6.3 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

6.4 In the cases of QCBS, FBS, and the LCS methods, unless there are exceptional reasons, the remuneration rates for staff and other proposed unit rates of the financial negotiations shall not be negotiated.

**7. Award of Contract**

7.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. After completing negotiations, the Client shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

7.2 The Client will notify the selected Consultant the date, time and venue for the signing of the agreement following the template given in Section 6. The option selected for the method of payment, under GC Clause 6 is stated in the Data Sheet.

7.3 The Consultant is expected to commence the assignment on the date specified in the Data Sheet.

**8. Confidentiality**

8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bank's anti-fraud and corruption policy.

**INSTRUCTIONS TO CONSULTANTS**

## DATASHEET (1)

Paragraph Reference	
1.1	Name of the Client: STC Method of selection: Quality and Cost Based Selection (QCBS)
1.2	The assignment is: Development Web Application/Mobile Application for STC - Duty Free operations
1.3	EOI: Yes Pre bid meeting :25/08/2022 at 10.00 AM at STC The Client's representative is: Chairman Address: Sri Lanka State Trading (General) Corporation Ltd, 100, Nawam Mawatha, Colombo 02. Telephone: 0112422341 / 0112432679 E-mail: nirosh@stc.lk
1.4	The Client will provide the following inputs and facilities: a) access to documents b) needed data and formats
1.8	Proposals must remain valid until 07/12/2022 Clarifications may be requested by email not later than 7 Days before the submission date. Clarifications should be emailed to Senior Manager Procurement nirosh@stc.lk.
3.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: No
3.3 (b)	Evaluation of the Proposal Technical Evaluation (i) The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more

	<p>than fourteen (14) calendar days after the deadline for receipt of proposals.</p> <p>(ii) The Client shall evaluate the Proposals on the basis of their responsiveness to the System Requirement Specifications, compliance to the requirements of the RFP and by applying an evaluation criterion, sub criteria and point system. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal. Proposals for each functional module will be evaluated separately.</p> <p>(iii) proposal shall be rejected at this stage if it does not respond to important aspects of the SRS or if it fails to achieve the minimum technical qualifying score which is 70%.</p> <p>The technical proposals of Service Providers/ Consulting Firms shall be evaluated based on the following criteria and sub-criteria:</p> <p style="padding-left: 40px;">(i) Specific experience of the Service Providers/ Consulting Firms relevant to the assignment: [10]</p> <p style="padding-left: 40px;">(ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference:</p> <p style="padding-left: 80px;">a) Technical approach and methodology [40]</p> <p style="padding-left: 80px;">b) Work plan [10]</p> <p style="padding-left: 80px;">c) Organization and staffing [10]</p> <p style="padding-left: 40px;">Total points for criterion (ii): [60]</p> <p style="padding-left: 40px;">(iii) Key professional staff qualifications and competence for the assignment:</p> <p style="padding-left: 80px;">a) Team Leader / Project Manager [6]</p> <p style="padding-left: 80px;">b) Technical Lead [6]</p> <p style="padding-left: 80px;">c) Business Analyst [6]</p> <p style="padding-left: 80px;">d) Software Developer/s [6]</p> <p style="padding-left: 80px;">e) Quality Assurance [6]</p> <p style="padding-left: 40px;">Total points for criterion (iii): [30]</p> <p style="padding-left: 40px;">The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p style="padding-left: 80px;">1) General qualifications [30%]</p> <p style="padding-left: 80px;">2) Adequacy for the assignment [60%]</p> <p style="padding-left: 80px;">3) Experience in region and language [10 %]</p> <p style="padding-left: 40px;">Total weight: 100%</p> <p>The minimum technical score St required to pass is: 70% Points</p> <p>Financial Proposal</p> <p>The formula for determining the financial scores is the following:</p> <p style="text-align: center;"><math>S_f = 100 \times F_m / F,</math></p>
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	<p>in which <math>S_f</math> is the financial score,  <math>F_m</math> is the lowest price and  <math>F</math> = the price of the proposal under consideration.</p> <p>Final Evaluation  The weights given to the Technical and Financial Proposals are:  <math>T = 80\%</math> and  <math>P = 20\%</math></p>
3.4 (g)	Training is a specific component of this assignment: Yes
3.6	Breakdown Cost of Activities required? Yes
4.3	Consultant must submit the original and 2 copies of the Technical Proposal, and the Financial Proposal separately.
4.5	<p>The Proposal submission address is:</p> <p>The Chairman,  Sri Lanka State Trading General Corporation Ltd,  No.100, Nawam Mawatha , Colombo 02</p> <p>Proposals must be submitted no later than the following date and time:07/09/2022 on 14.00hrs</p>

### **Section 3. Technical Proposal - Standard Format**

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

(i) Consultant's Organization

(ii) Consultant's Experience

TECH-3 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-4 Team Composition and Task Assignments

TECH-5 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-6 Staffing Schedule

TECH-7 Work Schedule

Form Tech-1 Technical Proposal Submission Form

[Location, Date]

To:

STATE TRADING CORPORATION LIMITED

Senior Manager Procurement & IT

No-100, Nawam Mawatha, Colombo 02, Sri Lanka.

011 2440880

lankagen@sltnet.lk

We, the undersigned, offer to provide the consulting services for Development Web Application/Mobile Application for STC - Duty Free) operations in accordance with your Request for Proposal dated xx/xx/xxxx and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [a list with full name and address of each associated Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.8 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.3 of the Data Sheet.

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

We remain,

Authorized Signature [In full and initials]: -----

Name and Title of Signatory: -----

Name of Consultancy Organization: -----

Address:

Form Tech-2 Consultant's Organization And Experience

A - Consultant's Organization

*[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]*

B - Consultant's Experience

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use maximum of 20 pages.]*

Name of the Firm:

Name and address of Client:

Assignment Name:

Approx. Value of the Contract:

Duration of Assignment (Months):

Location:

Total No of staff-months of the assignment:

Start date (month/year):

Completion date (month/year):

Narrative description of Project:

Description of actual services provided by your staff within the assignment:

Form Tech-3 Description Of Approach, Methodology And Work Plan For Performing The Assignment

*Technical approach, methodology and work plan are key components of the Technical Proposal. Suggested to present the Technical Proposal divided into the following three chapters:*

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

- a) Technical Approach and Methodology. *Explain your understanding of the objectives of the assignment, approach to the services and methodology for carrying out the activities. Should highlight the problems being addressed and their importance, and explain the technical approach that would adopt to address them. Include high level system design diagram and deployment architecture diagram*
- b) Work Plan. *Should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach, methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the Deliverables should be included here. The work plan should be consistent with the Work Schedule of Form TECH-6.*
- c) Organization and Staffing. *Should propose the structure and composition of the team. Should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

Form Tech-4 Team Composition And Task Assignments

Professional Staff			
Name of Staff	Area of Expertise	Position Assigned	Task/s Assigned





FORM TECH-6 STAFFING SCHEDULE

N°	Name of Staff	Staff input (in the form of a bar chart)													Total staff-month input					
		1	2	3	4	5	6	7	8	9	10	11	12	n	Office	Field	Total			
National																				
1		[Office]																		
		[Field]																		
2																				
n																				
															Subtotal					
Foreign																				
1		[Office]																		
		[Field]																		



2																			
n																			
														Subtotal					
														Total					

 Full time input
  Part time

Form Tech-7 Work Schedule

N°	Activity	Months													
		1	2	3	4	5	6	7	8	9	10	11	12	n	
1															
2															
3															
4															
5															
n															

## **Section 4. Financial Proposal - Standard Forms**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

*[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, is adopted.]*

FIN-1

Financial Proposal Submission Form

FIN-2

Summary of Costs

FIN-3

Component/Module Break down Cost

FIN-4

Annual Support and Maintenance

Appendix: Financial Negotiations - Breakdown of Remuneration Rates (For Quality Based Selection only)

Form Fin-1 Financial Proposal Submission Form

[Location, Date]

To:

STATE TRADING CORPORATION LIMITED

Senior Manager Procurement & IT

No-100, Nawam Mawatha, Colombo 02, Sri Lanka.

011 2440880

lankagen@sltnet.lk

We, the undersigned, offer to provide the consulting services for Development web application/mobile application for STC - Duty Free) operations in accordance with your Request for Proposal dated 2022-08-17; and our Technical Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures]. 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. before the date indicated in Paragraph Reference 1.8 of the Data Sheet.

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

Authorized Signature [In full and initials]: -----

Name and Title of Signatory: -----

Name of Firm: -----

Address:

-----  
-----  
-----  
-----

Form Fin-2 Summary Of Costs

Costs Components/Modules	Currency	Amount (s)
Total Amount of Financial Proposal		

Form Fin 3 Component/Modules Break down Cost

Component/ Modules Name	Cost	
Breakdown of Component/ Modules	Currency	Amount
Subtotals		

Form Fin 4 Annual Support and Maintenance

Component Name	Cost	
	Currency	Amount
Subtotals		

Note: Consultants can also propose any alternative pricing options

## Section 5. Terms of Reference

Refer Appendix A

## Section 6. Standard Form of Contract

### I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of client] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”). [Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1.The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices: [Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]  
Appendix : Terms of Reference (TOR)

2.The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their

respective names as of the day and year first above written.

For and on behalf of State Ministry of Co-operative Services, Marketing Development and Consumer Protection

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*[Authorized Representative]*

For and on behalf of *[name of Consultant]*

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*[Authorized Representative]*

*[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Consultant

*[name of member]*

---

*[Authorized Representative]*  
*[name of member]*

---

*[Authorized Representative]*

## General Conditions of Contract

## 1. GENERAL PROVISIONS

**1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) “Applicable Law” means the laws and any other instruments having the force of law in Democratic Socialist Republic of Sri Lanka, as they may be issued and in force from time to time.
- b) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 of the form of agreement, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) “Day” means calendar day.
- f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- g) “Foreign Currency” means any currency other than Sri Lankan Rupees.
- h) “GC” means these General Conditions of Contract.
- i) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- j) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- k) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof. “Key Personnel” means the Personnel referred to in Clause GC 4.2
- l) “Reimbursable expenses” means all assignment-related costs

**1.2 Law Governing Contract that will be paid to the Consultant on actuals.**

- a) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- b) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- c) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- d) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- e) “In writing” means communicated in written form with proof of receipt.

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to



this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf here under. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### **1.3 Language**

This Contract has been executed in English Language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### **1.4 Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

### **1.5 Notices**

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

### **1.6 Location**

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Client may approve.

### **1.7 Authority of Member in Charge**

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

### **1.8 Authorized It representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

### **1.9 Taxes and Duties**

The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

### 2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

### 2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of Days after the Effective Date specified in the SC

### 2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.7 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC

### 2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

### 2.5 Force Majeure

2.5.1 Definition (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### 2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as

such inability arises from an event of Force Majeure, provided that the Party affected by such an event

(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### 2.5.3 Measures to be Taken

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) Days following the occurrence

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either

(i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

## 2.6 Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension

(i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) Days after receipt by the Consultant of such notice of suspension.

## 2.7 Termination

### 2.7.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC

2.7.1. In such an occurrence the Client shall give a not less than thirty (30) Days' written notice of termination to the Consultant, and sixty (60) Days' in the case of the event referred to in (e).

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.6 hereinabove, within thirty (30) Days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 Hereof Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC

The Client shall make the following payments to the Consultant:

(a) payment and reimbursable expenditures pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (e) and (f) of Clause GC 2.7.1, 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 and their eligible dependents. If either Party disputes whether an event specified in Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

##### 3.1.1 Standard of Performance

3.2 Conflict of Interests the Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery,

materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant 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 Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project. The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. The Consultant;

- (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and
- (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

The Consultant shall obtain the Client'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) appointing such members of the Personnel not listed by name in APPENDIX , and
  - (c) any other action that may be specified in the SC.
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix A hereto, in the form, in the numbers and within the time periods set forth in the said Appendix
- (b) Final Deliverables shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract,

deliver all such documents to the Client, together with a detailed inventory thereof.

(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC. The Consultant

(i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and

(ii) shall periodically permit the Client or its designated representative and/or the Bank, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client or the Bank, if so required by the Client or the Bank as the case may be.

#### 4. CONSULTANT'S PERSONNEL

##### 4.1 Description of Personnel

- a) The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in APPENDIX are hereby approved by the Client.
- b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix may be made by the Consultant by written notice to the Client, provided;
  - a. that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and
  - b. that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in APPENDIX may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.2 of this Contract, this will be explicitly mentioned in the agreement. The Key Personnel and Sub-Consultants listed by title as well as by name in APPENDIX are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for

review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) Days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client. In case where Consultant will be paid based on the time spend by any Personnel the Working hours and holidays for such Personnel are set forth in APPENDIX hereto.

## 5. OBLIGATIONS OF THE CLIENT

### 5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government of Sri Lanka shall:

- (a) Facilitate where applicable, prompt clearance through customs of any property required for the Services
- (b) Issue to officials, agents and representatives of the Government agencies all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (c) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

### 5.2 Change in the Applicable Law Related to Taxes and Duties

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 incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant 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 Clauses GC 6.2

### 5.3 Services and Facilities

- (a) The Client shall make available free of charge to the Consultant the professional and support counterpart personnel, Services and Facilities listed under Appendix .
- (b) In case that such personnel, services, facilities and property shall not be made available to the Consultant as and when specified in

## 6. PAYMENTS TO THE CONSULTANT

### 6.1 Option 'A' or Option 'B' is applicable

Two options, 'Option A' and 'Option B' are given below. The applicable option is stated in the SC. If no option is stated in SC, Option A is applicable.

OPTION A (Clause 6.2 to 6.6 below are applicable)

### 6.2 Lump-Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services

described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.3 if the Parties have agreed to additional payments in accordance with Clause 2.4 or clause 5.4

#### 6.3 Contract Price

(a) The price payable in Sri Lankan Rupees is set forth in the SC.

(b) The price payable in foreign currency/currencies is set forth in the SC.

#### 6.4 Payment for Additional Services

for the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D.

#### 6.5 Terms and Conditions of Payment

Payments will be made according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in installments proportionate to the payments made to the Consultant. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

#### 6.6 Interest on Delayed Payments

If the Client has delayed payments beyond thirty (30) days after the due date stated in the Clause SC 6.5, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

OPTION B (Clause 6.2 to 6.5 below are applicable)

#### 6.2 Cost Estimates; Ceiling Amount

(a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix .

(b) Except as may be otherwise agreed under Clause GC 2.4 and subject to Clause GC 6.2(c), payments under this Contract shall not exceed the ceilings in Sri Lankan Rupees and foreign currency

(c) Notwithstanding Clause GC 6.2(b) hereof, if pursuant to any of the Clauses GC 5.2, 5.3 or

5.4 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.2(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.2(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.



### 6.3 Currency of Payment

Foreign currency payments shall be made in the currency or currencies specified in the SC, and local currency payments shall be made in Sri Lankan Rupees.

### 6.4 Mode of Billing and Payment

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

- (a) Within the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the Consultant advance payments in foreign currency and in Sri Lankan Rupees as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Client of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC.

Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.

- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.4 and GC 6.5 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.

- (c) The Client shall pay the Consultant's statements within fifteen (15) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

The final payment under this Clause shall be made only after the final acceptance. The Services shall be deemed completed and finally accepted by the Client.

- (d) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

## 7. GOOD FAITH

7.1 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.

## 8. SETTLEMENT OF DISPUTES

### 8.1 Amicable Settlement

- a) The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- b) If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 30 Days after receipt. If that Party fails to respond within 30 Days, or the dispute cannot be amicably settled within 30 Days following the response of that Party, Clause GC 8.2 shall apply

### 8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) Days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC and in accordance with Sri Lanka Arbitration Act No. 11 of 1995

### III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

No. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract								
1.6	<p>The addresses are:</p> <p>Client:</p> <p>Senior Manager Procurement &amp; IT</p> <p>No-100, Nawam Mawatha, Colombo 02, Sri Lanka.</p> <p>011 2440880</p> <p>lankagen@sltnet.lk</p>								
{ 1.8 }	<p>{ The Member in Charge is [name of member] }</p> <p>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.8 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>								
1.9	<p>The Authorized Representatives are:</p> <p>For the Client:</p> <p>Development Web Application/Mobile Application for STC - Duty Free Operations</p> <p>STATE TRADING CORPORATION LIMITED</p> <p>Senior Manager Procurement &amp; IT</p> <p>No-100, Nawam Mawatha, Colombo 02, Sri Lanka.</p> <p>011 2440880</p> <p>lankagen@sltnet.lk</p>								
2.2	The date for the commencement of Services is from the date of agreement								
2.3	The time period shall be 90 Days.								
{ 3.5 (c) }	<p>If any other actions are:</p> <p>Note: (i) Modifying documents,</p> <p>(ii) Drawings and database.</p>								
6.1	<p>The applicable option is: Option A</p> <p>Payment Milestones</p> <table border="1" data-bbox="336 1809 1386 2027"> <thead> <tr> <th data-bbox="336 1809 448 1883">Phase</th> <th data-bbox="448 1809 815 1883">Description</th> <th data-bbox="815 1809 1222 1883">Deliverables</th> <th data-bbox="1222 1809 1386 1883">Payment %</th> </tr> </thead> <tbody> <tr> <td data-bbox="336 1883 448 2027">1.</td> <td data-bbox="448 1883 815 2027">Requirement gathering and System Design.</td> <td data-bbox="815 1883 1222 2027">System Requirement Specification (SRS), Detailed Software Technical Design (DSTD)</td> <td data-bbox="1222 1883 1386 2027">20%</td> </tr> </tbody> </table>	Phase	Description	Deliverables	Payment %	1.	Requirement gathering and System Design.	System Requirement Specification (SRS), Detailed Software Technical Design (DSTD)	20%
Phase	Description	Deliverables	Payment %						
1.	Requirement gathering and System Design.	System Requirement Specification (SRS), Detailed Software Technical Design (DSTD)	20%						

	2.	Minimum Viable Product (MVP) Development (Scope will be decided at the time of contract signing)	MVP	20%
	3.	System Development and Testing. Deliverables	All features of the system, Source Code	30%
	4.	Production Deployment and User Acceptance Testing (UAT)	Production ready deployment, Production deployment confirmation report	20%
	5.	User Training	User manuals and training materials	10%
	Note: Consultants can also propose any alternative pricing options which would be more beneficial to the Client.			
6.6	Interest shall be applicable for the delay payments. Interest rate to agree upon at the time of signing the Agreement.			
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator:</p> <p>(a) The Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) Days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>High Court of Sri Lanka</i> to nominate the arbitrator for the matter in dispute.</p>			
	2 <u>Substitute Arbitrators</u> . If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.			
	3. the decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.			

## APPENDIX A

Development Web Application/Mobile Application for STC - Duty Free Operations

### TERMS OF REFERENCE (TOR)

Development Web Application/Mobile Application for STC - Duty Free Operations

#### 1. INTRODUCTION

Sri Lanka State Trading (General) Corporation Limited is a fully government-owned institution functioning under the purview of the Ministry of Trade. STC has been in the business for over 50 years with ample experience in catering to both the public and private sector.

Sri Lanka State Trading (General) Corporation was established under the Sri Lanka State Trading Corporation Act. No 33 of 1970 and notified in Gazette Extraordinary No 14, 939/10 dated 05.01.1970- the date on which the corporation commenced its trading operations. In 1992, the STC was converted into a Public Limited Liabilities company under the Conversion of Public Corporations and Government-owned business undertaking into Public Companies. The “Lanka General Trading Company Limited” was then established and registered under the Companies Act, No. 17 of 1982, under Company No. N [PBS/CGB]148. The Company’s name was changed to “STC General Trading Company Limited” on 07.06.2002 and it was subject to change again on 01.10.2010, giving the organization its current name- “Sri Lanka State Trading (General) Corporation Limited”. The company’s ordinary shares are fully owned by the State and are held by the Secretary to the Treasury on behalf of the State.

#### 2. SCOPE OF THE WORK

- 2.1 The consultant should conduct a system requirements study of the processes, analyze requirements and propose a solution to implement the system.
- 2.2 The identified functional requirements of system attached in Annex1.
- 2.3 The software system should be implemented on a cloud based multi user platform to be used by different STC users with multiple branch network, distributed across the island. Each STC may have multiple branches running under them. All modules should incorporate generally accepted standard features and processes found in such information-based technology solutions, as a minimum.
- 2.4 The source code must be provided to the STC and the Copy right authority should be given to the STC.
- 2.5 The software solution should be in Micro service architecture with REST API

- 2.6 The Solution should adhere to the PERSONAL DATA PROTECTION ACT, No. 9 OF 2022.
- 2.7 The proposed solution should be able to generate reports quickly and in intuitive way from the data in the database.
- 2.8 The solution should be integrated with the department, provincial departments and its trading STC and their functionalities.
- 2.9 The proposed solution should have proper data backup plan and equipped with high availability and fault tolerance.
  - 2.10 The software should satisfy the security needs as this system will contain sensitive data of the trading STC.
  - 2.11 The solution should have alert option.
  - 2.12 Proposed solution should be responsive for multiple devices such as mobile, tab and PC (Responsive UI).
  - 2.13 The system should expose API/web-services to internal / external stakeholder organizations.
  - 2.14 The software solution must analyze requirements of the trading STC, design the database, program application,
  - 2.15 User Acceptance Test (UAT) should be obtained for the implemented processes collaboratively with the department against the approved UAT criteria.
  - 2.16 The consultant should provide support and maintenance for 5 years and after that it should be expendable. Moreover, the consultant should adhere to the Service Level Agreement (SLA), during the support and maintenance (S&M) phase (Refer Annex 3 – Service Level Agreement for Support and Maintenance Services). The training for the usage of the software system should be given to the users of the system.
  - 2.17 The consultant should develop proper alerting mechanism to monitor system performance issues, exception and system downtimes. Moreover, proposed alerting mechanism should be able to send alert via SMS to departments.
  - 2.18 Provide On-Call Services Requirements to the user in respect of the particular fault/request
  - 2.19 The consultant should coordinate with a relevant service provider to conduct system vulnerability assessment including the during the support and maintenance period.
  - 2.20 The consultant should support to migrate previous system data with proposed system.
  - 2.21 Proposed solution should be able to host on premise or in a Cloud environment.
  - 2.22 Encourage to provide Open Source based solution
  - 2.23 Refer following Annexes, which form a part of the Terms of References.
    - a. Annex 1–Functional requirements of the proposed system
    - b. Annex 2 –Non-functional requirements
    - c. Annex 3 - Service level agreement for support and maintenance services
  - 2.24 standard forms available on website [www.stc.lk](http://www.stc.lk)

### 3. FINAL OUTPUTS, REPORTING REQUIREMENTS, TIME SCHEDULE FOR DELIVERABLES

The total project duration is 5 years and the support and maintenance should be provided at least for 5 years to the developed solution from the date of launch of the system in each location and it should be extendable. 5 years of maintenance period should start from the system installed date of each location. Moreover, the consultant should adhere to the Service Level Agreement.

#### APPROACH : Client expect the deliverables and payment as follows.

No	Deliverable	Phase
3.1	531.1 Study the Background of Project and Analyze the system requirements 3.1.2 Inception Report 3.1.3 Implementation Schedule / Project Plan	Inception
3.2	3.2.4 Detailed Software Technical Design (DSTD) document 3.2.5 Data migration and integration plan (if applicable) 3.2.6 Release Management plan (Including staging, production and support and maintenance.) 3.2.7 API documentation (if applicable) 3.2.8 Details Software Requirement Specification (DSRS) 3.2.9 QA Plan and Test Cases 3.2.10 Specifications for devices if required (Eg. Mobile devices, Scanners, etc.) 3.2.11 Acceptance criteria for Deliverables, UAT	Elaboration
3.3	3.3.1 Proper maintenance of source code in Git 3.3.2 Test Cases and Test Scripts	Construction
3.4	3.4.1 Solutions installation guide 3.4.2 User manual 3.4.3 Administrator manual 3.4.4 Government organization level training 3.4.5 Successful UAT acceptance 3.4.6 User Training (1 session per location) 3.4.7 Test Results (Functional and Non-Functional) 3.4.8 Product Deployment	Implementation
3.5	3.5.1 Monthly support and maintenance report 3.5.2 Final S&M report should consist with comprehensive knowledge transfer documentation. 3.5.3 Further development version by version based on new requirements	Support and Maintenance

#### 4. DELIVERABLES OF THE ASSIGNMENT

##### Completeness of Installation

- a. The delivery of the software system project will be deemed complete only after:
  - I. The STC has carried out acceptance tests and signed off on the acceptance of the test results, and
  - II. Training has been conducted and assessed as adequate by the / respective staff of STC that have been selected for the initial launch. Separate training will have to be provided for each batch of new users as and when they sign up for the system

#### 5. QUALIFICATION & EXPERIENCE

Consulting Firm should full fill the below requirements

- The Consulting Firm or the in the case of a joint venture, the leading firm of the joint venture should be a Legally registered company in Sri Lanka
- The Consulting Firm or the in the case of a joint venture, the leading firm of the joint venture should be certified with Quality Management System standard: ISO 9001:2015 and Information Security Management System standard: ISO/IEC 27001:2013.
- The Consulting Firm or the in the case of a joint venture, the leading firm of the joint venture should have an Annual company revenue more than 200 Million Sri Lankan Rupees per year for the last 3 years.
- Experience in implementing at least 1 Software and Services project related to Government Sector with the project value of over 100 Million Sri Lankan Rupees.
- Membership with Professional bodies will be an added advantage.

The consulting firm should possess suitable resource personnel for the following positions of this project with relevant qualifications and experiences.

- The Project Manager from the Consulting firm should have a B.Sc Degree(IT related) and a Master Degree .Should have a Minimum of 10 Years of Experience in Similar Capacity in Government Sector.
- Project Team Members from the Consulting Firm should have a B.Sc Degree (IT related) with Minimum 2 years of experience related to Software development. At least 3members should be available for this project.

#### 6. CONTINUATION OF THE LEVEL OF EXPERTISE

The Consultancy Firm shall ensure the continuity of the level expertise for the assignment throughout the period of its duration. In other words, the staff assigned to carry out the assignment should only be replaced with those with similar or higher capacity, in terms of academic qualifications and experience.



## 7. METHOD OF SELECTION

Only local software vendors can bid and Quality and Cost Based Selection (QCBS) is applied for the selection of a suitable software vendor.

## 8. TIME DURATION

The total project duration is 5 ½ years. Project should be implemented within 6 months from the signing of the contract. Support and maintenance should be provided for at least 5 years for the developed solution from the date of launch of the system.

## 9. PRICING

Client planned to call for the proposal and pricing by including following approaches. The proposal should target Development Web Application/Mobile Application for STC - Duty Free Operations

APPROACH : Development Web Application/Mobile Application for STC - Duty Free Operations (Software as a service)

- 1.1 Provision Solution (Including Customization)
- 1.2 Hosting of System
- 1.3 System Integration
- 1.4 Training to Staff
- 1.5 Support and Maintenance

## Annex 1 FUNCTIONAL REQUIREMENT

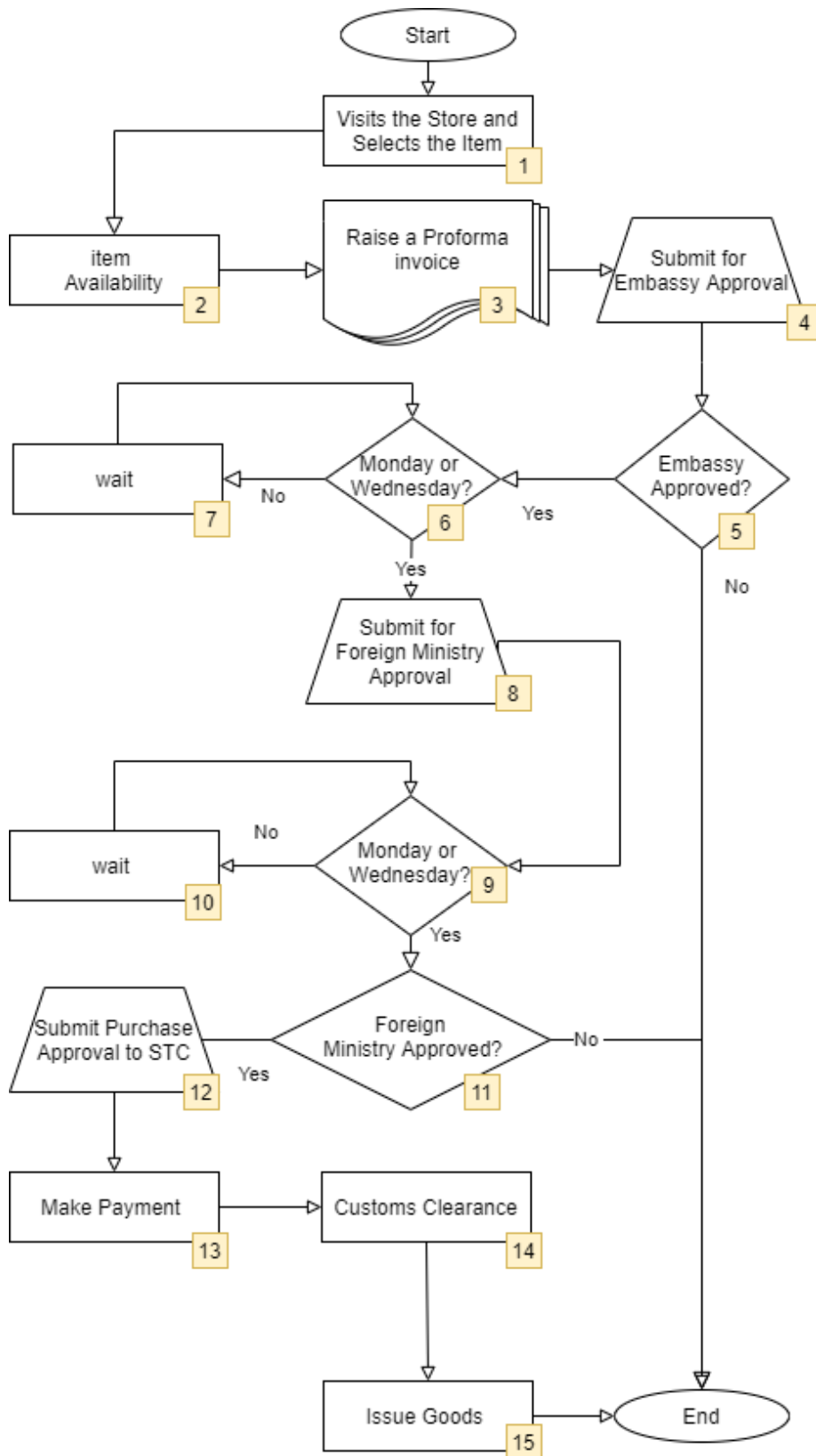
### 1. Introduction

The State Trading Cooperation (STC), is a fully government-owned institution that is functioning under the purview of the Ministry of Trade. It has been functional for over 49 years and has wide experience in catering to both the public and private sectors. As the State Supply Giant that caters to leading public and private sector institutions, STC provides a wide range of products and services including, office stationery and equipment, construction and hardware items, medical equipment, educational requisites, sports goods, ICT products, electronics, office furniture, FMCG, automotive batteries and tyres, agricultural products, power tools and hand tools, chemical products, etc. Also amongst its products and services, is the sale of Duty-free liquor to Diplomats attached to foreign missions in Sri Lanka. Any foreigner who is employed by a foreign mission in Sri Lanka and registered with the Sri Lankan Ministry of Foreign Affairs ('Foreign Ministry') is entitled to purchase Duty-free liquor, subject to an approval by the Foreign Ministry.

In the recent past, the sales of Duty-free liquor to Diplomats by STC has declined, which has resulted in a loss of revenue to the STC. It is understood that the key contributing factor to the decline in sales is the present process of approval (2 to 3 weeks) which is entirely manual. Due to the delay in the operation, STC is losing significant revenue annually. Stake Holders in the current process are:

1. Diplomats and their Respective Missions in Sri Lanka.
2. Foreign Ministry
3. Sri Lanka Customs
4. STC

2. Current Business Process (Flow Chart)



## 3. Current Business Process (Flow Description)

	<b>Process</b>	<b>Description</b>
1	Visits the Store and Selects the Item/s	The Diplomat physically visits the STC showroom and selects the required Liquor item/s to be purchased at the Duty-free Price rate.
2	Item Availability	Verify if the required items' stock are available using the existing Inventory system.
3	Raise a Proforma Invoice	A manual Proforma Invoice is issued to the Diplomat, along with 3 copies, for the selected liquor items.
4	Submission for Embassy Approval	The Proforma Invoice is submitted to the Ambassador or the Embassy Authorised officer for Approval of the Duty-free purchase. This is a manual Approval purchase.
5	Embassy Approved	If approved by the Embassy, the Diplomat can submit the Proforma Invoice to the Foreign Ministry for Approval. If not approved by the embassy the process ends.
6	Monday or Wednesday	The Diplomat is required to check if the day is a Monday or a Wednesday (9.00 am- 4.00 pm) in order to submit the Proforma Invoice to the Foreign Ministry for Approval.
7	Wait	If the day is not a Monday or a Wednesday (9.00 am - 4.00 pm) the Diplomat cannot submit the Proforma Invoice. They are required to wait for Monday/Wednesday to submit the Proforma Invoice to the Foreign Ministry for Approval.
8	Submission to the Foreign Ministry	The Diplomat submits the Proforma Invoice to the Foreign Ministry for Approval (on Monday or Wednesday between 9.00 am and 4.00 pm). The Approval is not given on the same day, but needs to be collected later.
9	Monday or Wednesday	The Diplomat is required to check for the next Monday or Wednesday (9.00 am- 4.00 pm) to collect the Approved Proforma Invoice from the Foreign Ministry.
10	Wait	the Diplomat is required to wait for the next Monday or Wednesday (9.00 am - 4.00 pm) to collect the Approved Proforma Invoice from the Foreign Ministry.

11	Foreign Ministry Approved	<p>Verify if the Foreign Ministry Approval is provided for the Proforma Invoice. (Physical Visit or Over a phone call)</p> <p>If Approved the Diplomat will be able to make his Duty-free Liquor purchase.</p> <p>A copy of the Approved Proforma invoice will be Retained by the Foreign Ministry.</p> <p>If Rejected, the process ends.</p>
12	Submits the Purchase Approval to STC	<p>Upon Approval by the Foreign Ministry, the Diplomat physically visits the STC store and Submits the Clearance Certificate.</p>
13	Make payment	<p>STC will accept the payment for the Approved Proforma Invoice (Clearance Certificate issued by the Foreign Ministry).</p> <p>The total amount of the Purchase will be calculated in USD and will be charged in equivalent LKR (the previous day's exchange rate will be considered for the transaction).</p>
14	Custom Clearance	<p>Upon a successful Payment, the Customs Officers stationed at the STC will provide clearance, after Confirmation of the Approval, and verification of the issued items for the Duty-free price.</p> <p>A copy of the Proforma invoice will be Retained by the Customs.</p>
15	Issue Goods	<p>Diplomat will be issued with the Purchased Liquor items.</p>

4. Current Business Process (Identified Issues)

- It's a start to end manual process with handwritten documents issued to the Diplomats/Foreign Ministry / Customs.
- Embassy Approval is required to verify the Diplomat's request details. This too needs to be done manually.
- Diplomats have to wait for Monday or Wednesday (9.00 am - 4.00 pm) to physically visit the Foreign Ministry to submit the Proforma Invoice for Approval.
- The Approval from Foreign Ministry takes a considerable amount of time (around 2 -3 weeks). The Diplomat has no way other than to call and find out if the approvals are ready.
- Once the approval is ready The Diplomat has to physically visit on a Monday or a Wednesday (9.00 am - 4.00 pm) to collect the Clearance Certificate for the Duty-free Purchase.
- Since the Purchase amount is calculated in USD and charged in equivalent LKR amount (for the previous day exchange rate), a manual Receipt is issued to the Diplomat.
- Since its time consuming and the Diplomat is required to visit different locations on different days for Approval, the Diplomats prefer to buy Liquor from third party vendors as and when required without the Duty-free, which results in a loss to STC.

## 5. Proposed Hosted Web Application with Mobile App

The Solution needs to be developed to cater requirements of Diplomats and their Respective Missions in Sri Lanka. Approvals for User registration and transactions will be given by the Foreign Ministry officials. Sri Lanka Customs officers will monitor the operation and give final approval to release the invoice with goods. STC will operate the system and reports will be generated.

Hosted web application with facility to download mobile application which directly connects through vvpn using the mobile data connection of the user. Logins will only to be authorised to the system by the foreign ministry authorised user mobiles which also has a link to the officer at the embassy who approves user requests.

Users will be enabled to browse the available catalogue of products available at the shop and can generate “Proforma invoice+ Clearance Certificate” for the items purchasing and get the approval of the Approval Granting officer at the Embassy.

Then the document (Clearance Certificate) passes to the foreign ministry for approvals along with history of purchases and purchases during the month will be shown with full details of the officer.

By going through the purchasing pattern and history, the approval granting officer at the Foreign ministry will grant the approval.

Then customer can proceed with online payment to complete the process or visit STC DFS store for completion of transaction, when “Clearance Certificate” is approved by Foreign ministry.

Customs officer will also be present at STC DFS store and grant approval to issue the goods to customer based on the history and type of goods purchased under duty free scheme according to “Clearance Certificate” and “Customer Invoice”.

Cancellation documents will be send to customs daily, weekly, monthly by the STC DFS Staff. Sales reports and other industry, stocks, financial and management information reports to be generated.

Type of users engaged in the proposed system

1. Diplomats and their Respective Missions in Sri Lanka.
2. Foreign Ministry
3. Sri Lanka Customs
4. STC

### 5.1 Diplomats and their Respective Missions in Sri Lanka.

All the foreign services staff , specially embassies of relevant countries in sri lanka will be registered in the system with “transaction authorising officer’s mobile number along with the ambassadors information. Staff officers of the relevant embassy will be given unique number as their id.

Phone / mobile numbers will be stored and used for authentication.

Login of each account will be secured with mobile alert and code verification.

Eg :

RSE-0001 - Russian Embassy /Staff officer 0001 - Ambassador of the Relevant Embassy

RSE-0003 - Russian Embassy /Staff officer 0003 - Authorising Officer

RSE-0025 - Russian Embassy /Staff officer 0025

### 5.2 Foreign Ministry

Foreign Ministry officials will be given a unique id where approval granting officer and supervisor levels will be maintained. Mobile numbers will be used to authenticate the user.

Eg:

FMO-0001 – Foreign Ministry Supervisor

FMO-0002 – Foreign Ministry Approval Granting Officer 1

FMO-0003– Foreign Ministry Approval Granting Officer 2

### 5.3 Sri Lanka Customs

Sri Lanka Customs officials will be given a unique id where approval granting officer and supervisor levels will be maintained. Mobile numbers will be used to authenticate the user.

Eg:

SLC -0001 – Sri Lanka Customs Supervisor

SLC -0002 – Sri Lanka Customs “Invoice / Goods Issue” Approval Granting Officer 1

SLC -0003– Sri Lanka Customs “Invoice / Goods Issue” Approval Granting Officer 2

### 5.4 STC Staff

STC Staff will be given 4 levels of authority to operate the system.

Eg:

STC -0001 – System Administrator

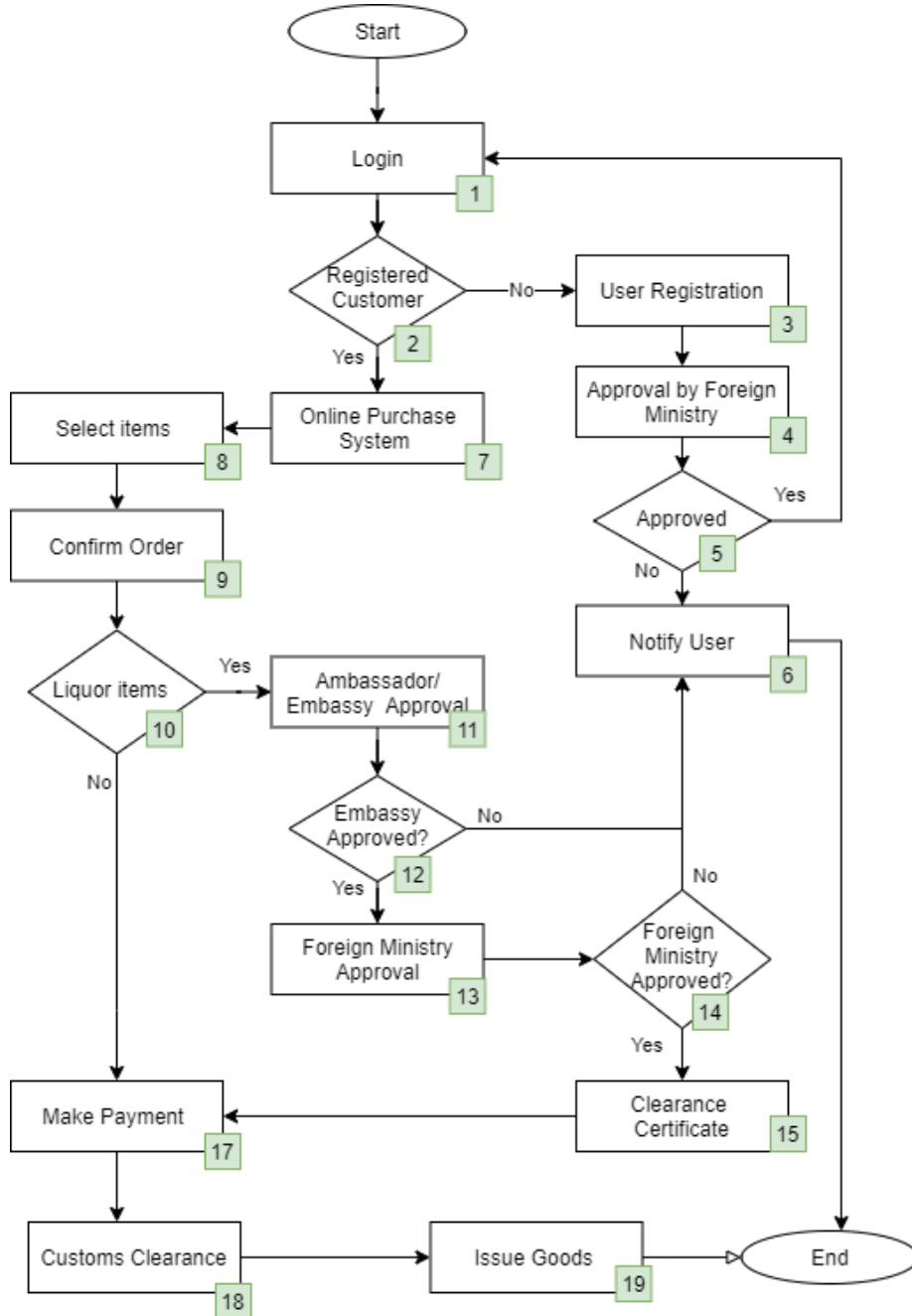
STC -0002 – Manager

STC -0003 – Supervisor

STC -0004 – Cashier

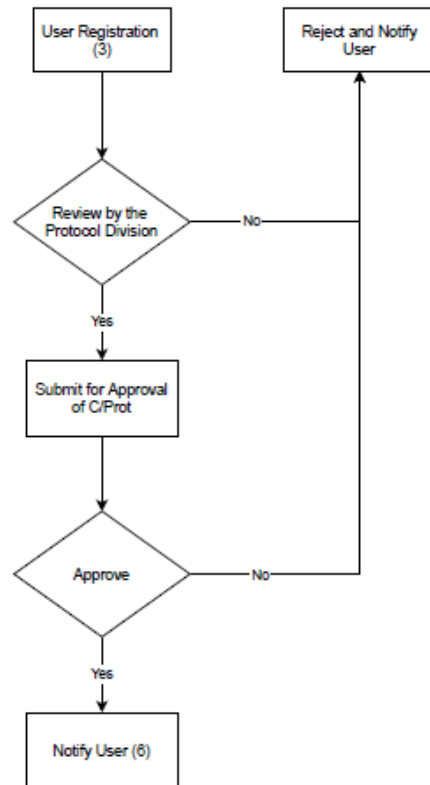


5.5 Proposed System - Business Process Flow Chart

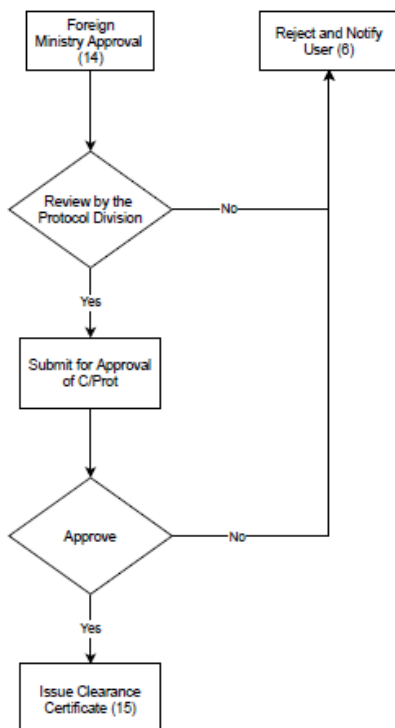


5.6 Business Process Foreign Ministry

User Registrations Approval Process



Liquor Items Approval Process



## 6. Required Business Process Flow Description

## For Duty Free shop Computerised Operation

	<b>Process</b>	<b>Description</b>
1.	Login	The Diplomat try to access the STC online system(mobile app or web application) to purchase items at the Duty-free Price rate.
2.	Registered Customer	Verify if the Diplomat is already register in the system.
3.	User Registration	If the Diplomat User is not registered in the system, user provides the details and register.
4.	Approval by Foreign Ministry	The Officer at Foreign Ministry verifies the details provided the Diplomat and Approves the Registration.
5.	Approved	Verify if the Registration of the Diplomat is Approved by the Foreign Ministry. If Approved Diplomat User should be able to login to the System.
6.	Notify User	If the Approval for the request is not provided, then the Diplomat is notified
7.	Online purchase System	Logged in Diplomat user view products and items available at STC to purchase.
8.	Select Item	Diplomat user selects the Items required by him/ her.
9.	Confirm Order	After selecting the Item/s user confirms the Order.
10.	Liquor Items	Verify if the confirmed Order is Liquor Item or non-Liquor item. If Liquor Item submit for Clearance Certificate process. If not, make it available for Payment.
11.	Ambassador/ Embassy Approval	The Order confirmation is submitted to the Ambassador or the Embassy Authorised officer for Approval of the Duty-free purchase.
12.	Embassy Approved	If approved by the Embassy, the Order confirmation is forwarded to the Foreign Ministry for Approval. If not approved by the embassy the process ends and the Diplomat user will be Notified.


13.	Foreign Ministry Approval	Order confirmation is submitted to the Foreign Ministry for Approval.
14.	Foreign Ministry Approved	Verify if the Foreign Ministry Approval is provided for the Order confirmation. If Approved the Diplomat will be able to make his Duty-free Liquor purchase. If Rejected, the process ends, and the Diplomat will be Notified.
15.	Clearance Certificate	When approved, a Clearance Certificate is issued to the Diplomat to make is Duty-free Liquor purchase.
16.	Make payment	STC will accept the payment for the Order Confirmation (if Liquor item, then Clearance Certificate is mandatory). The total amount of the Purchase will be calculated in USD and will be charged in equivalent LKR (the previous day's exchange rate will be considered for the transaction).
17.	Custom Clearance	Upon a successful Payment, the Customs Officers stationed at the STC will provide clearance, after Confirmation of the Approval, and verification of the issued items for the Duty-free price.
18.	Issue Goods	Diplomat will be issued with the Purchased items.

## 7. Compliance Check list

<b>Ref No.</b>	<b>Feature</b>	<b>Comply (Yes/ No /Partially)</b>	<b>Vender Comments</b>
STC 01	Web portal for Duty free Sales		
STC 02	Web portal should be Mobile Compatible		
STC 03	Only register user should be able to use the online portal		
STC 04	User should be able to register online to use the online portal		
STC 05	Verify and approve user registration		
STC 06	Ability to maintain multiple categories of inventory items along with selling price.		
STC 07	Should maintain accurate stock balance		
STC 08	Ability to check and allocate purchase limits user and Item wise		
STC 09	Cancellation of online user and required approvals		
STC 10	Inquire availability of Items		
STC 11	Order required Items online by Approved Registered user		
STC 12	Maintain purchase History of Items		
STC 13	Purchase of item should be restricted within the defined allocation limits.		
STC 14	At least 2 levels of Approval for every order		
STC 15	Maintain Exchange rates.		
STC 16	Generation and printing of Performa Invoice		
STC 17	Generation and printing of Invoice		
STC 18	Record receipt of payments		
STC 19	Make payments online		
STC 20	Verify though the system, Goods to be delivered before delivering		
STC 21	Issue Goods via the systems		
STC 22	Order Status Inquiry		
STC 23	Notification to be sent via SMS and Emails		
STC 24	View daily , weekly and Monthly sales		
STC 25	Facility to maintain different levels of users in the system		
STC 26	User access should be password protected		
STC 27	Access to the system should be role based		
STC 28	Two factor authentication		
STC 29	Inactivate or Remove user from using the system		
STC 30	Integration to STC internal system via API		

8 . Major Documents Samples to be included in the System

1. Proforma Invoice – email to Customer  
(generated based on customer order)




**SRI LANKA STATE TRADING ( GEN ) CORPORATION LTD.**  
100, NAWAM MAWATHA, COLOMBO 92, TEL : 0112 422341 - 3

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**PROFORMA INVOICE**

XXXXXXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX

Date: 11/06/2022



Item No.	Description	Qty.	Unit Price	Amount USD
	KING ROBERT WHISKY 1LT.	2	11	22.00
	GRANTS WHISKY 1L	2	12	24.00
	SCOTTISH PIPE WHISKY 1LT	2	10	20.00
	DEWAR'S WHISKY 1LT	2	32	64.00
	SENTINEL TEQUILA	1	12	12.00
	ABSOLUT VODKA 1LT	1	17	17.00
	MAL CAMPODRIN	1	13	13.00
	GARCIA BRUTE	1	5	5.00
	GARCIA BLUE	1	5	5.00
	TRIVENTO MAI REC	1	9	9.00
	VINA MAIPO CA/SAVACI	1	8	8.00
	VINA MAIPO MERLOY	1	8	8.00
	VITARI MAIPO CA/SAV	1	7	7.00
<b>Total</b>				<b>214.00</b>

*[Signature]*  
Asst. Manager  
DTC Duty Free Shop  
SRI LANKA STATE TRADING (GENERAL) CORP. LTD.









## Annex 2 NON - FUNCTIONAL REQUIREMENTS

### 1. Security

#### 1.1. User authentication and authorization

All applications should be able to access via software application itself. Any authorization requirements should be implemented within the specific software application. An administrative application needs to be developed wherever applicable. Wherever applicable internal small applications need to be developed to capture and store relevant data.

#### 1.2. Confidentiality and Integrity

All developed software application should ensure “confidentiality” and “integrity” whenever required by adhering to transport and message level security standards. (i.e.: HTTPS, WS-Security)

#### 1.3. Authentication

The software application should be able to verify the users.

#### 1.4. Authorization

The software application should be able to verify that allowed users have access to resources.

#### 1.5. Non-repudiation

All software application should ensure non-repudiation by having standard audit trails and provisions to have WS-Security using digital signatures.

#### 1.6. Open Web Application Security Project (OWASP) Guidelines

All software application should ensure that the OWASP guidelines for security are followed when designing, developing and deploying the software application.

#### 1.7. Encryption and Decryption

All software application should ensure have maintained proper encryption and decryption standards for the data and scan documents.

### 2. Audit Facilities

Wherever applicable, an audit trail of all activities must be maintained. On a service or operation being initiated, the system should log the event, creating a basic ‘audit log entry’. It should not be possible for the operation to be executed without the log entry being made. The information recorded in the audit trail depends on the type of activity which takes place. Each service would be responsible for logging detailed information. The different types of operations are as follows.

- Data Capture & Maintenance

- Creation of an entry / item
- Modification an item
- Deletion
- Control (or status change)
- Process execution
- Data synchronization
- Print (only selected item)
- Retrieval
- Monitor

Detail logging may be enabled or disabled for each type of operation, and/or for each business object. It should be possible to configure which attributes of a data item should be traced at the detail level. Tracing of some attributes may be considered mandatory, and they should not be turned off.

### 3. Backup and Contingency Planning

The main contingencies that should be considered and the training with regards to these shall be given to the relevant staff –

Equipment failure

Physical / natural Disaster

Messaging or communication facilities.

Changes in operations and policy

Sudden absence of key personnel

Breach in Security Automatic Backups daily, weekly and monthly should be taken. All the backup procedures and backups need to be tested regularly for restoration.

### 4. Performance Testing

Please find the below index as a guide to determine the benchmark values for the application under the test. Following performance criteria is provided as a guideline only. If the actual performance is falling below the stipulated figures, the consultant is to justify the reasons. However, the performance level must be accepted by the technical evaluation committee appointed by the client. The bandwidth is assumed at 1mbps (shared) with 1,000 concurrent users (50% load factor) in total.

Item	Performance
Screen Navigation: field-to-field	< 5 milliseconds
Screen Navigation: screen-to-screen	< 3 seconds
Screen Refresh	< 3 seconds
Screen list box, combo box	< 2 seconds
Screen grid – 25 rows, 10 columns	<3 seconds
Report preview – (all reports) – initial page view (if asynchronous)	<40 seconds in most instances. It is understood that complicated / large volume reports may require a longer period

Simple inquiry – single table, 5 fields, 3 conditions – without screen rendering	< 4 seconds for 100,000 rows
Complex enquiry – multiple joined table (5), 10 fields, 3 conditions – without screen rendering	< 6 seconds for 100,000 rows
Server side validations / computations	< 10 milliseconds
Client side validations / computations	< 1 millisecond
Batch processing (if any) per 100 records	< 120 seconds
Login, authentication, and verification	< 3 seconds
Daily backups (@Dept.) – max duration	1 hour (on-line preferred)
Total Restore (@Dept.) – max duration	4 hours

4.1. Performance Test Process Outputs

- Performance Test Scripts
- Performance Test Results

5. Usability

The software application should be extremely usable, even a greenhorn user should be able to handle the system and incorporate all the functionality of the system in a simple and user friendly interface. The software application should be internationalized and localized if needed. The software application should be responsive where it should be viewable on any computing device.

6. Interoperability

The software application should be able to view in standard compatible web browsers.

7. Availability

The web/mobile application should be performed as follows,

- 99.99% available unless the web/mobile application is designed with expected downtime for activities such as database upgrades and backups.
- Hence to have high availability, the software application must have low downtime and low recovery time

8. Robustness

The software application should be able to handle error conditions gracefully, without failure. This includes a tolerance of invalid data, software defects, and unexpected operating conditions.

- Failure Detection
  - o Once deployed, there should be appropriate tools to discover anomalies and failures of the system.

- Fault Tolerance of Software application, developer should anticipate exceptional conditions and develop the system to cope with them. The software application must be able to use reversion to fall back to a safe mode, meaning, the application should continue its intended functions, possibly at a reduced level, rather than falling completely.

#### 9.Maintainability

The code of software application should be properly documented with appropriate comments and no complex codes (highly cohesive and loosely coupled) to do modifications such as corrections, improvements or adaption.

#### 10.Compliance to Standards

The code of software application should be standardized by following web standards like W3C and ECMA – European Computer Manufacturers Association, to save time, augment the extensibility of the code, increase web traffic and improve the accessibility and load time of the application.

#### 11. Reusability

The software application should be able to use of existing assets in some form with the software product development process. Assets are products and by-products of the software development life cycle and include code, software components, test suites, design and documentation.

#### 12. Internationalization

The software application should be in English.

#### 13. API Management

13.1. API Standards and Best Practices API standards and best practices that should be adhered to the code.

#### 13.2. API Documentation

- Swagger documentation should be provided.

#### 13.3. API Security

The software application should be used appropriate API security protocol mentioned below.

- Basic API authentication o Basic authentication should never be used without TLS (formally known as SSL) encryption as user name and password combination can be easily decoded otherwise.
- OAuth 1.0a

- Uses cryptographic signature value that combines the token secret, nonce, and other request based information. Can be safely used without SSL.
- Recommend for sensitive data applications
- OAuth 2
  - No need to use cryptographic algorithms to create, generate and validate signatures as all the encryption handled by TLS.
  - Recommend for less sensitive data applications
- JWT (JSON Web/mobile Tokens)

#### 14. Scalability

The software application should be both scalable and resilient. A well-designed software application should be able to scale seamlessly as demand increases and decreases. It should be resilient enough to withstand the loss of one or more hardware resource.

#### 15. Legal and Licensing

The software application should comply the national law.

#### 16. Extensibility

The software application should be designed and developed in a way that it can cater to future business needs.

#### 17. Testability

The software application should be designed and developed in a way that testability is high, meaning, the ease of testing a piece of code or functionality, or a provision added in software so that test plans and scripts can be systematically executed. In simple terms, the software should be tested easily with most famous 5 testing categories;

- Unit test
- Integration test
- System test
- Safety test
- Experience test

Refer Aden (2016)'s view on semantic testing for more information. The web application should be working according to the given criteria in the latest version and 5 versions before in

web browsers such as Mozilla Firefox, Google Chrome, Opera, and Apple Safari and the latest version and 2 versions before in Internet Explorer.

18. Notes

- The vendor can propose similar standards/requirements for the above-mentioned standards/requirements with the approval of the STC.
- The design documents should be based on 4+1 architecture model

Annex 3

SERVICE LEVEL AGREEMENT for SUPPORT AND MAINTENANCE SERVICES

I. Introduction

The aim of this agreement is to provide a basis for close co-operation between the Service Provider (name of the company) and STC for support and maintenance services to be provided by the Provider, thereby ensuring a timely and efficient support service is available. The objectives of this agreement are detailed below point (ii).

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

II. Objectives of Service Level Agreements

- To create an environment conducive to a co-operative relationship between Client, Service Provider and Client's representatives (government organizations) to ensure the effective support of all end users.
- To define the commencement of the agreement, its initial term and the provision for reviews.
- To define in detail, the service to be delivered by each party and the level of service expected, thereby reducing the risk of misunderstandings.
- To institute a formal system of objective service level monitoring ensuring that reviews of the agreement is based on factual data.
- To provide a common understanding of service requirements/capabilities and of the principals involved in the measurement of service levels.
- To provide for all parties to the Service Level Agreement a single, easily referenced document which caters for all objectives as listed above.

III. Principal Period of Support (PPS) Requirements

The Principal Period of Support (PPS) is considered as follows;

PPS category	Duration	Applicability
PPS	From 08:00 AM to 07:00 PM Monday to Sunday.	For the essential component applications and online service platform related departments.

Service Provider MUST assure System Support and Maintenance Services during the above stipulated times.



III. On-Call Services Requirements

Provider **MUST** make at least ONE qualified personnel available to the Client by telephone and email for the reporting and resolution of non-conformities or other issues, defects or problems

Dedicated telephone numbers and emails should be available for reporting issues. Client will nominate the personnel who are authorized to report nonconformities or other problems with the system from the departments. Reporting of nonconformities includes requests by the Client to apply critical software updates or patches.

Table-1 shows the response priority assigned to faults according to the perceived importance of the reported situation and the required initial telephone response times for the individual priority ratings. All times indicated represent telephone response time during specified PPSs. The indicated telephone response time represents the maximum delay between a fault/request being reported and a Provider’s representative contacting the Client by telephone. The purpose of this telephone contact is to notify the Client of the receipt of the fault/request and provide the Client with details of the proposed action to be taken in respect of the particular fault/request.

	<b>Business Critical</b>	<b>Non-Business Critical</b>
<b>Fatal</b>	30 minutes	45 minutes
<b>Impaired</b>	45 minutes	90 minutes

Table-1: Response Priority

Note:

- Fatal - Total system inoperability
- Impaired - Partial system inoperability
- Business Critical - Unable to perform core business functions
- Non-Business Critical - Able to perform limited core business functions

Provider notification can occur outside PPS time, and thus the response may occur after the next PPS begins. Furthermore, “Time to Arrive On-Site (Table-3)” starts from PPS starting time and “Time to Resolve the Problem” is PPS time starting from the actual time of arrival on site.

#### IV. Problem Resolution and Penalties

If problems have not been corrected within two (2) hours of the initial contact, the Provider shall send qualified maintenance personnel to the respective Client's site to take necessary actions to correct the issue reported (defect, problem or non-conformity).

If faults are not corrected within the time limits specified in the Table-2, the Client shall be entitled to a penalty payment for each hour that the Consultant fails to resolve the fault. Maximum ceiling of penalty for a given month is 10% of the invoice amount for the month

	<b>Business Critical</b>	<b>Non-Business Critical</b>
<b>Fatal</b>	1 Hours LKR 20,000.00	2 Hours LKR 10,000.00
<b>Impaired</b>	2 Hours LKR 10,000.00	5 Hours LKR 5,000.00

*Table-2: Resolution Time and Penalties*

The time to arrive on-site is specified in the Table-3.

	<b>Business Critical</b>	<b>Non-Business Critical</b>
<b>Fatal</b>	2 Hours	3 Hours
<b>Impaired</b>	3 Hours	5 Hours

*Table-3: Time to arrive on-site*

#### VI. Service Level Monitoring

The success of Service Level Agreements depends fundamentally on the ability to meet agreed service levels and effective measuring of performance, comprehensively and accurately so that reliable information is available for both parties in agreement. Thereby a clear understanding and effective communication can be maintained between the provider and customer. Service factors must be meaningful, measurable and monitored constantly. Actual levels of service are to be compared with agreed target levels on a regular basis by both Client and Provider. In the event of a discrepancy between actual and targeted service levels both Client and Provider are expected to identify and resolve the reason(s) for any discrepancies in close co-operation.

Compliance to SLA will be monitored via:

- a. Completion of deliverables as per agreed time lines;
- b. Accuracy, completeness and quality of the deliverable;
- c. Issues resolution within the agreed upon time;
- d. On call support within agreed upon time;

Service level monitoring will be mainly performed by Client. Provider may also monitor the level of compliance, for possible improvements. Reports will be produced as and when required and forwarded to the necessary parties.