

**PROCUREMENT OF CUSTOMIZE, DEVELOP, INSTALL, COMMISSIONING, TRAINING AND MAINTAIN OF ONLINE ERP SYSTEM FOR SRI LANKA STATE TRADING (GENERAL) CORPORATION LTD.**

**Tender Identification Number: STC/2024/FINANCE/MIS**

USER

Version 0.1

05/03/2024

Sri Lanka State Trading (General) Corporation Ltd

**Bidding Document**

**Procurement of Customize, Develop, Install, Commissioning, Training AndMaintainingof Online ERP System For Sri Lanka State Trading (General) Corporation Ltd.**

The Chairman, Department Procurement Committee, invites Bids from the eligible bidders for the supply and implementation of following Software Solution.

|  |  |  |  |
| --- | --- | --- | --- |
| Description of Solution  | Non-refundableBidding Documents fee | Bid Guarantee(LKR)Valid up to 11.10.2024(119 days) | Closing Dateand Time |
| Procurement of Customize, Install, Maintain and Commissioning of Online ERP system for Sri Lanka State Trading( General) Corporation Ltd. | LKR 9,000.00 | LKR.500,000.00 | 2024.06.142.00 PM |

1. Bidding will be conducted through National Competitive Bidding and under Two Envelop Method.
2. Interested Bidders may obtain tender documents via website https://www.stc.lk/erp2024
3. Tender Fee of LKR 9,000.00can be paid online from our website https://www.stc.lk/erp2024.
4. Bids should be addressed to the Chairman, Sri Lanka State Trading (general) Corporation Ltd,100, NawamMawatha Colombo 02 either to be received under sealed cover by Registered Post or delivered by hand under sealed cover and deposited to the tender Box available on 1st floor of Sri Lanka State Trading (general) Corporation .
5. Bids must be accompanied by appropriate Bid Guarantees as mentioned above. The sealed outer cover enclosing the separate original and duplicate envelopes should be marked**“Procurement Of Customize, Develop, Install, Commissioning, Training And Maintain Of Online ERP System”** on the upper left-hand corner.The technical proposal and price proposals should besubmitted in separate envelopesand then both Technical & Financial Bids should be enclosed in one envelope
6. Technical Bids will be opened immediately after the closing time, in the presence of bidders or their authorized representatives.
7. Late bids will be rejected and returned un-opened.
8. Bids shall be valid up to 13.09.2024(91 Days).
9. A pre-bid meeting which potential Bidders may attend will be held at 10.00 Hrs (10.00 A.M) on 27.05.2024 at the above address.
10. Project Period is 24 weeks

Chairman,

Sri Lanka State Trading (General) Corporation Ltd,

No 100, NawamMawatha,

Colombo 02.

Sri Lanka State Trading (General) Corporation Ltd

**BIDDING DOCUMENT**

**[NATIONAL COMPETITIVE BIDDING]**

**Procurement Of Customize, Develop, Install, Commissioning, Training And Maintain Of Online ERP System.**

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# Section 1. Instructions to Bidders (ITB)

ITB shall be read in conjunction with the Section Il, Bidding Data Sheet (BDS), which shall take precedence over ITB.

## General

|  |  |  |  |
| --- | --- | --- | --- |
| 1 | Scope of Bid | 1.1 | The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS. The name, identification, and number of lots (individual contracts), if any, are provided in the BDS. |
|  |  | 1.2 | Throughout these Bidding Documents:1. the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
2. if the context so requires, “singular” means “plural” and vice versa; and
3. “day” means calendar day.
 |
| 2 | Source of Funds | 2.1 | Payments under this contract will be financed by the source specified in the BDS.  |
| 3 | Ethics, Fraud and Corruption | 3.1 | The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency: Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.  |
|  |  | 3.2 | The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy: (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; (c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract. |
|  |  | 3.3 | If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question. |
| 4 | Eligible Bidders | 4.1 | All bidders shall possess legal rights to supply the Goods under this contract.  |
|  |  | 4.2 | A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they: (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or (b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid. |
|  |  | 4.3 | A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, www.npa.gov.lk . |
| 5 | Eligible Goods and Related Services | 5.1 | All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards. |

## Contents of Bidding Documents

|  |  |  |  |
| --- | --- | --- | --- |
| 6 | Sections of Bidding Documents | 6.1 | The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.Volume 1 * Section I. Instructions to Bidders (ITB)
* Section VI. Conditions of Contract (CC)
* Section VIII. Contract Forms

 Volume 2 * Section II. Bidding Data Sheet (BDS)
* Section III. Evaluation and Qualification Criteria
* Section IV. Bidding Forms
* Section V. Schedule of Requirements
* Section VII. Contract Data
* Invitation For Bid
 |
|  |  | 6.2 | The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid. |
| 7 | Clarification of Bidding Documents  | 7.1 | A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser’s address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.  |
| 8 | Amendment of Bidding Documents | 8.1 | At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. |
| 8.2 | Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents. |
| 8.3 | To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2 |

## Preparation of Bids

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| 9 | Cost of Bidding | 9.1 | The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 10 | Language of Bid | 10.1 | The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language. |
| 11 | Documents Comprising the Bid | 11.1 | The Bid shall comprise the following: (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;(b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20; (c)documentary evidence in accordance with ITB Clauses 18 and 29, that the Software Solution and Related Services conform to the Bidding Documents; (d)documentary evidence in accordance with ITB Clause 18 establishing the Bidder’s qualifications to perform the contract if its bid is accepted; and(e)any other document required in the BDS. |
| 12 | Bid Submission, Form and Price Schedules | 12.1 | The Bidder shall submit the Bid Submission Form using the Form and Price form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
| 13 | Alternative Bids | 13.1 | Alternative bids shall not be considered. |
| 14 | Bid Prices and Discounts  | 14.1 | The Bidder shall indicate all-inclusive prices on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract |
| 14.2 | Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.  |
| 14.3 | If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.. |
| 14.4 | 1. Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable
2. However, VAT shall not be included in the price but shall be indicated separately
3. the price for inland transportation, insurance and other
4. related services to deliver the goods to their final destination;
5. the price of other incidental services
 |
| 14.5 | The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31. |
|  |  | 14.6 | All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.  |
| 15 | Currencies of Bid | 15.1 | Sri Lanka Rupees |
| 16 | Documents Establishing the Eligibility of the Bidder | 16.1 | To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms. |
| 17 | Documents Establishing the Conformity of the Goods and Related Services | 17.1 | To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements. |
| 17.2 | The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements. |
| 17.3 | The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if specified in the BDS following commencement of the use of the goods by the Purchaser. |
| 18 | Documents Establishing the Qualifications of the Bidder | 18.1 | Documents 18.1 The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to Qualifications the Purchaser’s satisfaction: 1. that, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier’s maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
2. that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
 |
| 19 | Period of validity of Bids | 19.1 | Bids shall remain valid until the date specified in the BDS plus 28 days. Validity of Bids A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive. |
| 19.2 | In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid. |
| 20 | Bid Security | 20.1 | The Bidder shall furnish as part of its bid, a Bid Security as specified in the BDS.  |
| 20.2 | The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall: (a) at the bidder’s option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution.(b) be issued by an institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk. (c) be substantially in accordance with the form includedin Section IV, Bidding Forms; (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked.(e) be submitted in its original form; copies will not be accepted; (f) remain valid for the period specified in the BDS.  |
| 20.3 | Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive. |
| 20.4 | The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the Performance Security pursuant to ITB Clause 43. |
|  |  | 20.5 | The Bid Security may be forfeited: (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub Clause 19.2; or (b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3 (c) if the successful Bidder fails to: (i) sign the Contract in accordance with ITB Clause 42; (ii) furnish a Performance Security in accordance with ITB Clause 43. |
| 21 | Format and Signing of Bid | 21.1 | The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as “ORIGINAL.” In addition, the Bidder shall submit a copy of the bid and clearly mark it as “COPY.” In the event of any discrepancy between the original and the copy, the original shall prevail.  |
| 21.2 | The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. |
| 21.3 | Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid. |

## Submission and Opening of Bids

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| 22 | Submission, Sealing and Marking of Bids | 22.1 | Bidders may always submit their bids by mail or by hand. (a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copy shall then be enclosed in one single envelope.  |
| 22.2 | The inner and outer envelopes shall: (a) Bear the name and address of the Bidder; (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1; (c) bear the specific identification of this bidding process as indicated in the BDS; and (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid. |
| 23 | Deadline for Submission of Bids | 23.1 | Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS. |
| 23.2 | The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| 24 | Late Bids | 24.1 | The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder. |
| 25 | Withdrawal, andModification of Bids  | 25.1 | A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be: (a)submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “MODIFICATION;” and (b)received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23 |
|  |  | 25.2 | Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1 |
|  |  | 25.3 | No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.  |
| 26 | Bid Opening | 26.1 | The Purchaser shall conduct the bid opening in public at the address, date and time specified in the BDS |
| 26.2 | First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further. |
|  |  | 26.3 | All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1. |
| 26.4 | The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders’ representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time. |
| Evaluation and Comparison of Bids |
| 27 | Confidentiality | 27.1 | Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award. |
| 27.2 | Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid |
| 27.3 | Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing. |
| 28 | Clarification of Bids | 28.1 | To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser’s request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30. |
| 29 | Responsiveness of Bids | 29.1 | The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself.  |
| 29.2 | A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the Contract; or (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids. |
| 29.3 | If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| 30 | Nonconformities, Errors and Omissions | 30.1 | Provided that a Bid is substantially responsive, the ties, Errors, and Purchaser may waive any non-conformities or omissions in Omissions the Bid that do not constitute a material deviation. |
| 30.2 | Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. |
| 30.3 | Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis: (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. |
|  |  | 30.4 | If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed. |
| 31 | Preliminary Examination of Bids | 31.1 | The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted. |
| 31.2 | The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected. (a) Bid Submission Form, in accordance with ITB Sub Clause 12.1; (b) Price Schedules, in accordance with ITB Sub-Clause 12; (c) Bid Security, in accordance with ITB Clause 20.  |
| 32 | Examination of Terms and Conditions; Technical Evaluation | 32.1 | The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation |
| 32.2 | The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation. |
| 32.3 | If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid. |
| 33 | Conversion to Single Currency | 33.1 | If the bidders are allowed to quote in foreign currencies in accordance with sub clause 14.1 for evaluation and comparison purposes, the purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this falls on a public holiday the earliest working day prior to the date shall be applicable. |
| 34 | Domestic Preference | 34.1 | Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria |
| 35 | Evaluation of Bids | 35.1 | The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive. |
| 35.2 | To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.  |
| 35.3 | To evaluate a Bid, the Purchaser shall consider the following: (a) the Bid Price as quoted in accordance with clause 14; (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3; (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3 (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria; (e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable. |
| 35.4 | The Purchaser’s evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids |
| 35.5 | If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria. |
| 36 | Comparison of Bids | 36.1 | The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.  |
| 37 | Post qualification of the Bidder | 37.1 | The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily. |
| 37.2 | The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB Clause 18. |
| 37.3 | An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily. |
| 38 | Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids | 38.1 | The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. |

## Award of Contract

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| 39 | Award Criteria | 39.1 | The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily |
| 40 | Purchaser’s Right to Vary Quantities at Time of Award  | 40.1 | At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| 41 | Notification of Award | 41.1 | Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.  |
| 41.2 | Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract. |
| 41.3 | Upon the successful Bidder’s furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4. |
| 42 | Signing of Contract | 42.1 | Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.  |
| 42.2 | Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement. |
| 43 | Performance Security | 43.1 | Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4. |
| 43.2 | Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.  |
| 44 | Corrections to BID Documents | 44.1 | Erroneous figures must be struck off by a single line and the correct figure must be written clearly and initialed. All alterations and erasures must be authenticated; otherwise, the bids are liable to be treated as invalid and rejected. Ink should not be used for corrections. |
| 45 | Special Conditions of the procurement | 45.1 | This procurement shall govern by rules and regulations stipulated in the National Procurement Guidelines and applying the Government Procurement Procedure through National Competitive Bidding (NCB) process. |
| 45.2 | Services to be provided:The Supplier should bear all service and maintenance costs, during the warranty period. |
| 46 | Payments | 46.1 | Payments shall be carried out as per the payment schedule indicated in the Price Schedule under Section IV. |
| 47 | Further Information | 47.1 | Any further information can be obtained on application to the DGM(Finance),Sri Lanka State Trading ( General) Corporation Ltd, 100, NawamMawatha, Colombo 02, on any working day between the hours of 8.30 am and 3.00 pm.Contact No: Office - 0112422341 / 0112440880  |

# Section 2. Bidding Data Sheet (BDS)

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

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## General

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| ITB Clause Reference |  |
| ITB 1.1 | The Purchaser is Sri Lanka State Trading( General) Corporation Ltd. |
| ITB 1.1 | The name and identification number of the Contract are: **Procurement Of Customize, Develop, Install, Commissioning, Training And Maintain Of Online ERP System**for Sri Lanka State Trading( General) Corporation Ltd.Identification number: STC/2024/FINANCE/MIS |
| ITB 2.1 | The source of funding is: Sri Lanka State Trading( General) Corporation Ltd funds. |
| ITB 4.1 | Eligible Bidders: * Bidder shall not have been blacklisted by the Government or by Statutory body.
* 5 Years experience in the industry (2018-2023)
* Experience in ERP System project at least three (3) project Implementationsin similar nature and complexity, equivalent to total value of Rs 30 Mn or high valuewithin last (3) years.
* Bidder should be the Intellectual Property (IP) owner of the proposed solution.
* The Bidder must have had an average annual turnover of not less than LKR 50,000,000 in the past 3 financial years;

(Should submit audited accounts for last 3 years) |
| ITB 5.1 | Procurement Of Customize, Develop, Install, Commissioning, Training And Maintain Of Online ERP SystemSystemconforming with the specifications included in this Bid document |

## Contents of Bidding Document

|  |  |
| --- | --- |
| ITB 6.1 | **Volume I.*** Section I. Instructions to Bidders (ITB)
* Section VI. Conditions of Contract (CC)
* Section VIII. Contract Forms

**Volume II*** Section II. Bidding Data Sheet (BDS)
* Section III. Evaluation and Qualification Criteria.
* Section IV. Bidding Forms
* Section V. Schedule of Requirements
* Section VII. Contract Data.

Invitation for BID |
| ITB 7.1 | For Clarification of bid purposes only, the Purchaser's address is:Attention: Assistant General Manager ( Admin)Address: Sri Lanka State Trading ( General) Corporation Ltd, 100, NawamMawatha, Colombo 02Telephone: 0112422341 / 0112440880Electronic mail address: nirosh@stc.lk |

## Preparation of Bids

|  |  |
| --- | --- |
| ITB 11.1  | Bids should be submitted as specified below;1. This is two-envelope bidding process;
	1. **Technical Bid – All Bid documents and additional documents specified below as specified in the “Section IV”**
	2. **Financial Bid – As specified in the “Section IV”**
2. The Original & Copy of the Technical Bid and the Financial Bid should be enclosed in two separate envelopes and then both Technical & Financial Bids should be enclosed in one envelope (enclosing four envelopes) & should be**submitted at the same time**addressed to Chairman, Sri Lanka State Trading (General) Corporation Ltd.
3. The Two envelopes are

1st Envelope-Technical Bid ‘Original’and‘Copy’2ndEnvelope-Financial Bid ‘Orginal’ and ’Copy’1. Refer **ITB 22.1, 22.2, 23.1**and **ITB23.2** for further instructions of the bid submission

The Bidder shall submit the following additional documents:1. Audited Financial Statements for the latest three(3) years;
2. Supporting documents for Vendor experience & staff experience
3. Awards and accreditations received for the software if available

With **Technical Bid** documents.1. The bid shall be signed by the person duly authorized to do so.
2. If the bidder is a Company, a signed copy of the Board resolution authorizing the respective person along with his/her signature confirmed by the Board Secretary should be submitted.
3. If bidder is from a proprietor business, a power of Attorney for the signatory should be submitted if not signed by the proprietor
4. Updated copy of the Certificate of business registration.
5. Software Solution details in English language (Software Manual)
6. Corporate Profile of the Company together with Audited Accounts for last 03 years as specified above.
7. All other documents specified in Section IV

With **Financial Bid** documents.1. Documents specified in the “Section IV” (4.7 & 4.8)
 |
| ITB 12.1 | Alternative Bids **Not permitted** |
| ITB 13.1 | The Bidder shall indicate all-inclusive prices on the Price Schedule provided in “Section IV”. |
| ITB 13.3 | Bidder shall quote for all items. |
| ITB 14.1  | The bidder shall quote the total bid price **in Rs.** |
| ITB 16.3 | Period of time the system is expected to be functioning - At least 10 years after the comprehensive warranty period of one year. |
| ITB 17.1 | 1. The Bidder is or will be (if awarded the contract) equipped and able to carry out the maintenance prescribed in the Conditions of Contract and/or Technical Specifications; and
2. that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.
 |
| ITB 19.1  | The bid shall be valid until 13.09.2024 (91 Days) |
| ITB 20.1 | The bid shall be accompanied by a Bid Security (On demand guarantee) in the form of Bank Guarantee from recognized commercial bank licensed by the Centra Bank of Sri Lanka and registered in Sri Lanka issued in favour Chairman, Sri Lanka State Trading (General) Corporation Ltd. Any bid not accompanied by a bid security, shall be rejected by the purchaser as non- responsive. |
| ITB 20.2 | Amount of bid security is Rs.500,000.00)Validity of the bid security up to 11.10.2024 (119 Days) |

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## Submission and Opening of Bids

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| ITB 22.1 | Bidders should submit their bids by registered post or by hand.**Envelope 1 - Technical Bid Documents**;1. Bidders should submit their bids in sealed by registered post or by hand and shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as “TECHNICAL - ORIGINAL – Procurement of **Procurement Of Customize, Develop, Install, Commissioning, Training And Maintain Of Online ERP System**- COPY –Procurement of **Procurement Of Customize, Develop, Install, Commissioning, Training And Maintain Of Online ERP System**”. The envelopes of both, the “ORGINAL” and “COPY” should be enclosed in one single envelope before submitting the bids.

**Envelope 2 - Financial Bid Documents**;1. Bidders should submit their bids in sealed by mail or by hand and shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as “FINANCIAL - ORIGINAL – Procurement of **Procurement Of Customize, Develop, Install, Commissioning, Training And Maintain Of Online ERP System**” and “FINANCIAL - COPY – Procurement of **Procurement Of Customize, Develop, Install, Commissioning, Training And Maintain Of Online ERP System**”. The envelopes of both, the “ORGINAL” and “COPY” should be enclosed in one single envelope before submitting the bids.

**1st and 2nd envelopes specified above should be enclosed in one single envelope and submitted at the same time.** |
| ITB 22.2 | The inner and outer envelopes shall bear the following identification marks: “**Procurement Of Customize, Develop, Install, Commissioning, Training And Maintain Of Online ERP System**.If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid. |
| ITB 23.1 | The deadline for the submission of bids is:Date: 14.06.2024Time: 2.00 PMFor bid submission purposes, the Purchaser's address is:Attention: Chairman, Sri Lanka State Trading (General) Corporation Ltd, 100, NawamMawatha, Colombo 02.Telephone: 0112422341 / 0112440880 |
| ITB 26.1 | The bid opening shall take place at:Address: Board RoomSri Lanka State Trading (General) Corporation Ltd, 100, NawamMawatha, Colombo 02.The deadline for the submission of Bid is:14.06.2024 at 2.00PMBid OpeningTime:2.00PM**Note: Only the Technical Bids will be opened on this date and the date of opening of Financial Bids of technically responsive bidders will be informed on completion of technical evaluations** |

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## Evaluation and Comparison of Bids

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| ITB 31.1 | All Prices quoted in the Bid document shall be in RS. |
| ITB 32.1 | Domestic preference: **shall not** be a Bid evaluation factor. |
| ITB 33.3 | The following factors and methodology will be used for evaluation.1. Fully compliance to the specifications
2. Technical score & Financial score
 |
| ITB 34.1 | Domestic preference “shall not be” a bid evaluation factor. |
| ITB 35.3 | The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: **Technical Evaluation**1. Profile of the Bidder
2. Customer Reference (Previous Records
3. Business/ Functional consultancy Capability of the company
4. Project management & project plan
5. Demonstration
6. FRS - Functional Requirements Specifications

**Financial Evaluation**1. **Procurement Of Customize, Develop, Install, Commissioning, Training And Maintain Of Online ERP System**omitted, non-conformities, arithmetic corrections and cost of maintenance for the proposed solution.
 |
| ITB 38.1 | The Purchaser reserves the right to accept or reject any or all Bids without giving any reason. Any such action shall be at its, sole discretion, which shall be final and conclusive of the Sri Lanka State Trading (General) Corporation Ltd without thereby incurring any liability to bidder. |

## Award of Contract

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| ITB 39.1 | The contract will be awarded to substantially responsive lowest bid evaluated in accordance with the Evaluation & Qualification criteria specified in Section III. |

# Section 3. Evaluation and Qualification Criteria

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## Evaluation Criteria (ITB 35.3 (d))

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#### **Responsive Bids**

The purchaser will review all bids submitted to determine whether the bidder is eligible as per the criteria in this section and whether each bidder is responsive using the following criteria pursuant to ITB clause 34.

1. The bidder meets the procedural requirements of the Bid submission as per the bid document.
2. The bidder meets the qualification requirements outlined in this Section 3.3
3. The bid is substantially complete in that it provides the information outlined in the bidder Response Format (Purchaser Assessment)
4. The Technical evaluation and Financial Evaluation carry 70% and 30% weight respectively in bid evaluation and final Score will be determined from total Marks (Technical+Financial )

#### **Technical Evaluation**

The TEC will determine the substantial responsiveness to the Schedule of the technical requirements of all valid Bids. Technical requirements included in this Schedule and marked as Mandatory will be considered as mandatory requirements with equal importance. In order to be considered as substantially responsive to the technical requirements the Bid must have positively / affirmatively responded to each requirement in this schedule. Any Bid that is either nonresponsive, responded with constraints that affects the performance, reliability or quality of the proposed Software Solution or their components will be considered as non-responsive. **All technical specifications marked as “Mandatory”** in the technical specifications (Functional Requirements Specification) of the bid document should substantially be responsive to be considered for further evaluation. **The total points weightedto70% for technical factors.**

The technical evaluation criteria for bids with marks assigned for each category are as follows:

(Total marks for the evaluation 100 points)

 The Bid shall score minimum 60% of the marks allocated for each of the following evaluation criteria:4.Integra

|  |  |  |  |
| --- | --- | --- | --- |
| **Domain**  | **Functionality Criteria**  | **Weight** | **Score (0 – 5)** |
| Methodology and Work plan | Comprehensive proposal covering the scope of work outlined above and including the core modules MIS ( Information Dash Boards)GLAPARCRMSalesInventory managementStore Management ModuleImportsPOSMulti Currency POSService & Project ManagementDelivery management ModuleAfter Sales Job Monitoring Fixed Asset ModuleHRM ModuleHire Purchase and Easy Payment Module | 40 | If the proposal does not address the scope of work outlined above and related services, **score 0**If the proposal addressed core modules but not cover all additional modules **Score 15**If the proposal addresses all modules requires but excludes operational Level elements, **Score 30**If the proposal addresses the scope of work and Operational Level elements, **score 40** |
| Comprehensive implementation plans with proposed timelines with special emphasis on provisioning of solution, Supplying, Installation, Testing, Commissioning, Training staff and Maintaining.  | 10 | If the proposed implementation plans do not address key areas, score 0.If the proposed implementation plans address key areas but without timelines, score 5.If the proposed implementation plans address key areas, and proposed timelines, score 10 |
| **Total**  |  | **50** |  |
| **Bidders Experience** | Bidder has a proven track record of Procurement Of Customize, Develop, Install, Commissioning, Training And Maintain Of Online ERP Systemcloud solutions hosted in similar platforms.  | 15 | If service provider has no experience in developing Cloud Based Online ERP Soft ware solution, **score 0.**If service provider has delivered three (3) Cloud Based Online ERP Soft waresolution,,**score 5.**If service provider has delivered three (3) Cloud Based Online ERP Soft ware solutionsimilar nature and complexity, equivalent to total value of Rs 30 Mn or high value,,**score 15.** |
| Project Manager / Team Leader has at least 10 years’ experience in the development of the Cloud-based Application solutions or similar solutions; This is a national level project and must be led by a very highly qualified and a experienced Project Manager/Team leader  | 10 | If project manager / team leader has less than 10 years’ experience in similar projects; and does not hold any ICT related basic degree, **score 0.**If project manager / team leader has 10 years’ experience **similar projects** and hold a ICT related degree qualification, **score 5.**If project manager / team leader has more than 10 years’ experience in similar projects; and holds ICT related Degree and Related Master’s qualification, **score 10.** |
| Project team members have at least 3 years’ experience in developing web-based could Application solutions or similar; Provide minimum 5 team members (2 marks for each member) | 10 | If project team members have less than 3 years’ experience, and do not possessed ICT related Degree or similar **score 0.**If project team members have 3 years’ experience; and possessed with an ICT related Degree or equivalent **score 2.** |
| **Total** |  | **35** |  |
| **Finance and work Capability**  | The bidder needs to have a minimum of five (5) years’ experience in Cloud BasedOnline ERP Softwaresolution | 05 | Experience below 3 years will score 0.Experience below 4 years will score 3.5 years’ experience will score 4.More than 5 years’ experience will score 5. |
| Average annual turnover ofWork performed during the last five years shall be at least Sri Lankan Rupees 50Million. | 10 | Average Annual turnover below 50Mn will **score 0**. Average Annual turnover 50Mn will **score 05.**Average Annual turnover More than 50Mn will **score 10.** |
| **Total** |  | **15** |  |
| **Total score** |  | **100** |  |

Cut off score for technical competence is 70 marksand bids scored below the cut off marksshall not beconsidered for financialevaluation.

Bidders Experience

Bidders Experience in the Field will be evaluated for last five years (2018-2023)

Experience in similar assignments

The determination will take into account the Bidder’s involvement in

The similar assignments in last 3 years (from 2020 to 2023

Work plan and Methodology:

The determination will take into account the bidder’s proposed approach including the allocation of necessary resources in providing the services

Key Staff:

Only the Key staff proposed by the bidder will be evaluated

Client’s Reference:

The references made by previous clients about the quality of the Services provided by the bidder will be evaluated.

Financial Capability:

All financial aspects including the annual Turnover and other financial information

will be evaluated last three years, Audited Accounting Statements

The Performance Security acceptable to the Employer shall be an unconditional format

of guarantee to an amount equal to 5% of the Contract Price.

Evaluation

First, Technical proposal will be opened and evaluated. Then, financial proposal will be opened for the Bidders, who are reach 70% marks. Lowest evaluated financial proposal will be selected

#### **Financial Evaluation:**

Only the Bids that are scored more than 70 marks for the Technical Evaluation shall be considered for financial evaluation. The weight for the price proposal is 30% and will be evaluated based on the following criteria.

1. Price of Procurement Of Customize, Develop, Install, Commissioning, Training And Maintain Of Online ERP System.
2. Adjustments made for products and /or services omitted, non-conformities, arithmetic corrections and cost of maintenance ofthe proposed solution for 3 years after one yearcomprehensive warranty**.**

#### **Recommendations for contract award:**

The TEC will rank the Bids that are considered for financial evaluation and apply a standard formula combining technical marks and financial consideration as follows.

Sf = 100 x Fm / F

in which

Sf is the financial score,

Fm is the lowest price,

F the price of the proposal under consideration.

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

T = 70%

P = 30%

 Accordingly, the bid which has scored the highest overall marks shall be recommended for the award of the contract subjected to any post qualification requirements.

## Other Information

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#### **Time schedule& Project Plan:**

Time for delivery of the Software Solution(IF ANY) and installation services from the effective date specified in the Contract Agreement for determining the time for completion of pre- commissioning activities is not more than24 weeks. Project Plan should clearly specify project deliverables

#### **Payment schedule** — Refer Price Schedule, of section IV

#### **Post Qualification requirements (ITB37.2)**

After determining the bid for the award of the contract, in accordance with ITB Subclause 36.1, the STC shall carry out the post qualification of the Bidder in accordance with ITB Clause 37, using only the requirements specified.

####  3.2.3.1 Domestic Preference (ITB 34.1) Applicable

## Qualifications Criteria

Bidder shall meet the following minimum eligibility and qualification criteria set by STC on a pass- fail basis. Unless specifically indicated otherwise it is legal entity or entities comprising the bidder and not the Bidders parent companies, subsidiaries or affiliates that must satisfy these criteria.

* Bidder shall not have been blacklisted by the Government or by institutions.
* Bidders should have a Registered office in Sri Lanka,
* Experience in ERP System project at least three (3) project Implementations in similar nature and complexity, equivalent to total value of Rs 30 Mn or high value within last (3) years inSri Lanka .
* Bidder should be the Intellectual Property (IP) owner of the proposed solution or Bidder should be Intellectual Property(IP) Owner or authorized Licensee for customize, installation, commissioning, maintenance and training of proposed software solution from the Intellectual Property(IP) Owner
* Mandatory to Attach License certificate of the Solution Provider”
* Proposed Solution should be able to integrate with Existing Systems
* The Bidder must have had an average annual turnover of not less than LKR 50,000,000 inthe past 3 financial years;

# Section 4. Bidding Forms

**TECHNICAL BID**

Bid Submission Form – Technical

Hardware& System Software – Specifications- If any.

Bidder Information

Bid Security (Guarantee)

**FINANCIAL BID**

Bid Submission Form - Financial

Price Schedule

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## Bid Submission Form - Technical

Date: ………………

IFB No:…………..

Chairman,

Sri Lanka State Trading (General) Corporaton Ltd,

100, NawamMawatha,

Colombo 02.

We the undersigned, declare that:

Having examined the bidding documents including Addenda No's [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, technical offer to supply of **Procurement Of Customize, Develop, Install, Commissioning, Training And Maintain Of Online ERP System** for Sri Lanka State Trading( General) Corporation Ltd.in conformity with the said bidding documents

Our bid shall be valid for the period specified in ITB sub- clause 19.1 from the fixed for the bid submission deadline accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period:

We have no conflict of interest in accordance with ITB Sub-Clause 4.2:

Our firm, its affiliates or subsidiaries including any subcontractors or suppliers for any part of the contract has not been declared blacklisted by the Department of Public Finance.

We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

 Dated this ………… day of ………….. 20……

………………………………………………. ………………………………………………

 [Signature] [In the capacity of]

Duly authorized to sign Bid for and on behalf of

 (Company Seal) Name of the Company

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## Hardware& System Software – Specifications

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#### Technical Specifications

**(Hardware/ Operating System Software and other Technical Areas)**

The Bidder’s response must explain the technical specifications, about the application architecture, communication and network requirements, server and client computer specifications, data center requirements and security features offered by the **Procurement Of Customize, Develop, Install, Commissioning, Training And Maintain Of Online ERP System**. Refer Table D2, which specifies the format for submission of detailed technical specifications related to above aspects.

The Bidder should send the response by filling the “Bidder Response” column of the Table D2 below.

**Table D2**

|  |  |  |
| --- | --- | --- |
|  | **Specification** | **Bidder Response** |
|  | **Architecture of the proposed system** |  |
|  | Should describe the application architecture.  |  |
|  | Should describe the data storage architecture and design |  |
|  | Details of the operating system and database platforms for the system. |  |
|  | Details of development tools supported |  |
|  | **Cloud Hosting Requirement** |  |
|  | Preferred hardware details (sizing) The configurations and numbers should be based with “data volumes” |  |
|  | **Network and Communication Requirements** |  |
|  | Requirements at the Hosting Platform. |  |
|  | Should clearly define the interaction between existingand other systems (network and communication setup) |  |
|  | Interaction to the Other and other systems should be clearly stated. |  |
|  | Bandwidth requirements should be clearly specified for all the recommendations. |  |
|  | Connection methods/ Requirements from Production Data to users  |  |
|  | Possibility of system failures and load balancing mechanism |  |
| Note: All the diagrams should be clear and should be properly labeled or explained. |
|  | **Security Requirements** |  |
|  | Data encryption mechanism in the application, database and details of tools |  |
|  | Brief description of the security module and its salient features |  |
|  | **Data Server Requirements** |
|  | Server details |  |
|  | Processor details |  |
|  | Memory details |  |
|  | Etc. |  |
|  | **Application Server Requirements** |
|  | Server details |  |
|  | Processor details |  |
|  | Memory details |  |
|  | Etc. |  |
|  | **Server Requirements – Any Other** |
|  | Server details  |  |
|  | Processor details |  |
|  | Memory details |  |
|  | Etc. |  |

## Bidders Information

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#### **Executive Summary**

The Executive Summary should be limited to a **maximum of Three pages** and should summarize the content of the response. The Executive Summary should initially provide an overview of Bidder’s organization and position with regards to professional services. A summary of the Bidder’s services that will be provided as a part of this offer should follow. A brief description of the unique qualifications of the Bidder should then be provided followed by a summary on capabilities such as resources and past experiences of implementing such systems. Information provided in the Executive Summary is to be presented in a clear and concise manner.

Personnel summary with the following minimum qualifications & experience under below specified categories should be provided. If a qualified team member is replaced, the replacement should have the same qualifications & experience.

#### **Bidder Details**

Information should be of the Bidding entity (Intellectual Property owner of the proposed product) and not of the Group of Companies.

|  |  |
| --- | --- |
| **Name of the Bidder**: |  |
| **Business Address** |  |
| **Telephone:** |  |
| **E-Mail** |  |
| **Contact Person** |  |
| **Designation** |  |
| **E-Mail Address** |  |
| **Type of the Company**(Should be supported by documentary evidence) | *(Private/ Public/ Public Quoted /Partnership/Sole proprietor):* |
| **Registered Office** |  |
| **Place of Incorporation** |  |
| **Date of Incorporation** |  |
| **Business commencement Date** |  |
| **Registration Number** | ( Attach a Copy of BR) |
| **Board of Directors/ Partners** |
| **01** | **Name** |  |
| **Other Positions Currently held** |  |
| **02** | **Name** |  |
| **Other Positions Currently held** |  |
| **03** | **Name** |  |
| **Other Positions Currently held** |  |
| **04** | **Name** |  |
| **Other Positions Currently held** |  |
| **Revenue** |
| **01** | **Average total revenue for last 3 years** | *Copies of Audited Annual Reports of Last three years should be submitted* |
|  |  |  |
| **Experience / Strength** |
| **01** | **Number of years in Operation/Business** | *If this information is not included in the Annual Report, a letter should be submitted signed by an authorized officer of the bidder* |
| **02** | **Number of Years’ experiencein implementation of similar**  Solution | *If this information is not included in the Annual Report, a letter should be submitted signed by an authorized officer of the bidder* |
| **03** | **No of Staff Members** | *If number of staff members not included in the Annual Report, a letter should be submitted signed by an authorized officer of the bidder* |
| **Previous records in implementation of proposed software Solution** |
| **01** | **No of completed sites** |  |
| **02** | **No of ongoing Implementation sites** |  |
| **03** | **No of years in Operation** |  |
| ……………………………………………….. Signature of the BidderName of the Authorized PersonDesignation Official Seal1. Financial Information of the Bidder - **Latest 3 financial years**

**(Information should be of the Bidder and not of the Group of Companies)** **In Rs.**

|  |  |  |  |
| --- | --- | --- | --- |
| YEAR | 2022/23Management Acc. | 2021/22 | 2021/20 |
|  |  |  |   |
| Revenue |  |  |   |
| Net Profit Before tax |  |  |   |
| Net Profit After tax |  |  |  |
| Total Assets |  |  |   |
| Value of intangible Assets |  |  |  |
| Ratios |  |  |   |
| ROCE |  |  |   |
| ROE |  |  |   |

1. Details requested in the Form must be submitted in the stipulated format. The information requested in the Form should not be provided in other formats.
2. The above information should be based on and supported by the audited **financial statements**
3. The Bidder must have had an average annual turnover of not less than LKR 50,000,000 in the past 3 financial years specified in table above and positive net worth in past three (3) years.
 |
| Personnel (Summary) who will be involved in the implementation of software Solution |
|  | **Name** | Highest Educational / Professional Qualification. (MSc/Degree/Other)\* | Experience in similar implementations / Consultation |
| **01** |  |  |  |
| **02** |  |  |  |
| **03** |  |  |  |
| **04** |  |  |  |
| **05** |  |  |  |
| **06** |  |  |  |

* Minimum qualification is a Degree/MSc in Information Technology/related subjects

………………………………………………..

Signature of the Bidder

Name of the Authorized Person

Designation

* Official Seal

#### **Resumes of Personnel**

Use the following format for key personnel. Please ensure that the CV has a maximum length of 5 pages.

Key Personnel # 1

**General Information**

**Implementation Consultant:**

|  |  |
| --- | --- |
| **Proposed Position:** |  |
| **Name of Staff:** |  |
| **Educational / Professional Qualifications** |  |
| **Minimum 10 Years of overall Project management in ERP/MISdomain Experience (technical/ business experience) in a reputed Company or Institution. .** |  |
| **Implementation Experience in given technology provider in respective domain.****(Yes/No)** |  |
| **Experience in cloud environment with ERP/MIS Implementation in Sri Lanka****(Yes/No)** | *Information should be certified by the Authorized signatories of the technology provider* |
| **Profession:** |  | **Years with Firm/ Entity:** |  |
| **Proficiency in English/ other Languages:** |  |
| **Membership in Professional Societies/ Professional Certifications:** |  |

Key Personnel # 2

**Implementation Engineers:**

|  |  |
| --- | --- |
| **Proposed Position:** |  |
| **Name of Staff:** |  |
| **Educational / Professional Qualifications** |  |
| **Years of Experience of in Proposed ERP/MIS System** |  |
| **Profession:** |  | **Years with Firm/ Entity:** |  |
| **Proficiency in English/ other Languages:** |  |
| **Membership in Professional Societies/ Professional Certifications:** |  |

………………………………………………..

Signature of the Bidder

Name of the Authorized Person

Designation

Official Seal

1. 1.
	2.

## Project Management

* 1.
	2.

#### **Overall Project Plan**

Bidder is expected to submit a well-organized comprehensive Project Plan (Table A1). The project plan is expected to focus on activities that will commence after the contract signing and end with the final user sign-off (Bidders can make an assumption on contract signing date).

The project plan is expected to include following:

* Clear separation of major activities in weeks.
* Each major activity should identify sub-activity, and this can be further down to three or four levels.
* Time allocation for each activity
* Bidder participation (when is available and when is not available)
* Project deliverables at each activity level

Bidder should follow the Table A1 below, together with a project plan similar to one illustrated in Table A1

**Table A1**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sequence No** | **Main/ Sub Phases in the Project Plan** | **Scope/ Main Activities of the Phases** | **Other Details (Note 1)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Note 1:

In this column Bidder should clearly talk about following points;

* Responsibilities of each party (Bidder and STC)
* Bidder participation
* Other comments

#### **Provide the project plan with key milestones.**

## Project Management / Recent Similar Implementations

Bidder should clearly define project management approach and they should propose the methodology for obtaining users and senior management commitment / sign-off at each stage.

## Clients’ Information

1. Submit details of up to minimumof 3 clients. At least 3implementation should be within Sri Lanka.
2. Project references should be obtained from the client and should be submitted along with the proposal.
3. A letter of Authority from the bidder authorizing Sri Lanka State Trading (General) Corporation Ltd to obtain clarifications from the referred clients should be submitted.

 **Table A2**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| # | Name of Client and Address | Contact Person Name , DesignationContact Number and email address | Name of Project & Short Derestriction | Value of the Project in Rs. | Date of System went live |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |
|  |  |  |  |  |  |

Copies of Award Letter & Clients Recommendation letter to be attached for all above projects.

* 1.
	2.

## Bid Submission Form - Financial

Date: ………………

IFB No:……………..

Chairman,

Sri Lanka State Trading (General) Corporaton Ltd,

100, NawamMawatha,

Colombo 02.

We the undersigned, declare that:

Having examined the bidding documents including Addenda No's [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Customize, Develop, Install, Commissioning, Training And Maintain Of Online ERP System** for Sri Lanka State Trading( General) Corporation Ltd.in conformity with the said bidding documents for the total price of our Bid without VAT, including any discounts offered is ……………………………………………...................................................................

…………………………….…………………………………………………………………………… *(Insert the Total bid price in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

Our bid shall be valid for the period specified in ITB sub- clause 19.1 from the fixed for the bid submission deadline accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period:

We have no conflict of interest in accordance with ITB Sub-Clause 4.2:

Our firm, its affiliates or subsidiaries including any subcontractors or suppliers for any part of the contract has not been declared blacklisted by the Department of Public Finance.

We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

 Dated this ………… day of ……………… 20……

………………………………………………. ………………………………………………

 [Signature] [In the capacity of]

Duly authorized to sign Bid for and on behalf of

 (Company Seal) Name of the Company

## Bid Guarantee

[Note: the purchaser is required to fill the information marked as “\*” and delete this note prior to selling of the bidding document]

[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

--------------- [insert issuing agency’s name, and address of issuing branch or office] ------

\*Beneficiary: ------------ [ name and address of Purchaser]

Date: -------- [insert (by issuing agency) date]

BID GUARANTEE No.: ---------- [insert (by issuing agency) number]

We have been informed that --------- [insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called "the Bidder") has submitted to you its bid dated --------- [insert (by issuing agency) date](hereinafter called

"the Bid") for the supply of [insert name of Supplier] under Invitation for Bids No. ---------- [insert IFB number] (“the IFB”).

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we --------------- [insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----------- [insert amount in figures] ---------- [insert amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”); or

(c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ------ (insert date)

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

[signature(s) of authorized representative(s) ]

##

## Price Schedule

* 1.
	2.
	3.
	4.

#### **Summary of Total Cost**

Bidders are advised to state the summary of the total cost component in the Table “B1” and use the implementation cost as benchmarks. The details of the summarized totals should be clearly stated in tables B2 to B6 of Detail Pricing Schedules

**Table B1**

|  |  |  |  |
| --- | --- | --- | --- |
| **Serial No** | **Description** | **Cost (Rs)** | **Cost (USD)** |
| 1 | Application/Software cost (Table B2 Total)(Proposed Application and other software cost) |  |  |
| 2 | License Fee for 1st Year (Table B3 Total) (1st Year License for All required Modules, Business Units and Users ) |  |  |
| 3 | Implementation Cost (Table B4 Total)(Project Team & Consultation Cost) |  |  |
| 4 | Training (Table B5 Total) |  |  |
| 5 | **Subtotal (1 + 2 + 3 + 4)** |  |  |
| 6 | Other miscellaneous expenses (Table B6 Total) |  |  |
| 7 | **Sub total (5+6)** |  |  |
| 8 | Total Without VAT |  |  |
| 9 | VAT |  |  |
|  | Total with VAT (8 + 9) |  |  |

(All Charges related to 1st year and implementation charges should be submitted in table B1)

\*\* (Calculated Exchange Rate 1USD=305 SLR)

***Note:***

1. *Please specify the details of above-mentioned totals figures in tables B2, B3 up to B6 (in “Detail Pricing schedules”*
2. *The Bidders should include the cost of customization, package maintenance during the warranty period, user training and implementation in the cost of the package. The bidder should be prepared with his working papers on costing.*
3. *The total quoted in the above schedule shall be considered as the final.*
4. *Please note that the STC reserve its rights to decide on procuring in full or in parts depending on the infrastructure availability*

*5. No of Concurrent Users – (275+10+5) 290 / No of Named Users - 375*

#### **License Fee and AMC (Annual Maintenance Charges)**

Bidder shall provide License Fees/Software Costs and AMC charges here

**Table C1**

(All Charges except 1st Year Charges shall submit in table C1)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Description  | Second Year (Rs.) | Third Year (Rs.) | Fourth Year (Rs.) | Fifth Year (Rs.) | Total Charges (Rs) |
| License Fee \*\*(License fee for All required Modules, Business Units and Users) |  |  |  |  |  |
| Application/Software \*\*(Related Application and other software cost) |  |  |  |  |  |
| Support & Annual Maintenance Cost (AMC) |  |  |  |  |  |
| **Total (Without VAT)** |  |  |  |  |  |
| **VAT** |  |  |  |  |  |
| **Total (With VAT** |  |  |  |  |  |

 \*\* (Calculated Exchange Rate 1USD=305 SLR)

 **\*\* Use Below Table for Proposing License fees in USD**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  Description  | Second Year (USD) | Third Year (USD) | Fourth Year (USD | Fifth Year (USD) | Total Charges (USD) |
| License Fee (In USD) |  |  |  |  |  |
| Application Software cost (In USD) |  |  |  |  |  |

#### **Final Cost with Annual Maintenance Charges**

|  |  |  |
| --- | --- | --- |
|  | **Without VAT** | **With VAT** |
| Summary of Total Cost (Final totals of B1) |  |  |
| Annual Maintenance Charges – Final total of Table C1) |  |  |
| **Final Cost** |  |  |

IN CALCULATING THE TOTAL COST, THE TOTAL OF ANNUAL MAINTENANCE COST FOR FIVE YEARS WILL BE CONSIDERED. SUCCESSFUL BIDDER SHOULD NOT CHANGE THE MAINTENANCE COST STATED IN THE BID.

*The percentages of mobilization and percentage of end of warranty period are stipulated by the procurement guidelines and shall not be negotiable.*

………………………………………………..

Signature of the Bidder

Name of the Authorized Person

Designation

Official Seal

####  **Detailed Pricing Schedules**

Application/Software Cost (**Table B2)-**

The total cost of the Solution and other related application required for the solution should be clearly indicated

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No** | **Description / Module** | **Unit Cost (Rs.)** | **Nos** | **Total Rs** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| 7 |  |  |  |  |
| 8 |  |  |  |  |
| 9 |  |  |  |  |
| 10 |  |  |  |  |
| 11 |  |  |  |  |
| 12 |  |  |  |  |
| 13 |  |  |  |  |
| 14 |  |  |  |  |
| 15 |  |  |  |  |
|  | Total |  |  |  |

License Fees for 1st Year **(Table B3)**

1st Year License for All required Modules, Business Units and Users

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No** | **Description / Module** | **License Cost (Rs.)** | **No of Licenses** | **Total Rs** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| 7 |  |  |  |  |
| 8 |  |  |  |  |
| 9 |  |  |  |  |
| 10 |  |  |  |  |
| 11 |  |  |  |  |
| 12 |  |  |  |  |
| 13 |  |  |  |  |
| 14 |  |  |  |  |
| 15 |  |  |  |  |
|  | Total |  |  |  |

Implementation **(Table B4)**

In this section Bidder should include all cost related to the implementation (Project team cost, Other Consultants costs etc.,) that STC should incur.

|  |  |  |
| --- | --- | --- |
| **Sr. No** | **Description** | **Cost (Rs.)** |
| 1 |  |  |
| 2 |  |  |
|  | Total |  |

Training **(Table B5**)

The total cost of the training to be conducted for the ERP/MIS Solution should be clearly indicated. The following personnel / Category should be covered in the training

1. No of Concurrent Users – (275+10+5) 290
2. No of Named Users - 375

Note: Language of Training shall be in both English/Sinhala .Training materials / User Manuals etc., should be provided by the bidder in English Language

|  |  |  |
| --- | --- | --- |
| **Sr. No** | **Description** | **Cost (Rs.)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
|  | Total |  |

Other miscellaneous expenses **(Table B6)**

In this section Bidder can propose any other cost that STC should incur (which was not identified in Bid Document) in order to implement the project successfully.

|  |  |  |
| --- | --- | --- |
| **Sr. No** | **Description** | **Cost (SLR)** |
| 1 |  |  |
| 2 |  |  |
|  | Total |  |

………………………………………………..

Signature of the Bidder

Name of the Authorized Person

Designation

Official Seal

**8.** Delivery Schedule

Procurement of Customize, Install, Maintain and Commissioning of Online Accounting MIS Software for Sri Lanka State Trading( General) Corporation Ltd.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of goods** | **Final Destination as Specified in BDS Place of Delivery** | **Purchaser’s Allowed Delivery Date** | **Response****(Available/ No)** |
| Supply and Implementation of Procurement of Customize, Develop, Install, Commissioning, Training And Maintain Of Online ERP System | Sri Lanka State Trading( General) Corporation Ltd.100, NawamMawatha, Colombo 02. | In 24 weeks from signing the Agreement |  |

………………………………………………..

Signature of the Bidder

Name of the Authorized Person

Designation

Official Seal

##

# Section5: Schedule of Requirements (Scope of work)

1.
2.
3.
4.
5.
6.
7.

## Introduction

Sri Lanka State Trading (General) Corporation Limited is a fully government-owned institution functioning under the purview of the Ministry of Finance, Economic Stabilization and National Policies. 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.

## 5.2 Objective of the Assignment

STC intends to procure and obtain the services of a Service provider to **Customize, Develop, Install, Commissioning, Training And Maintain Of Online ERP System** application solution for Sri Lanka State Trading( General) Corporation Ltd. The Service provider is required to undertake below tasks;

1. Gather requirement, design and develop / initiate ERP/ MIS application.
2. Provide up to date and accurate information as required by the STC.
3. Provide maintenance and technical support to the ERP/MIS application for maintenance and update the systems.
4. Select a solution with maximum user-friendliness.
5. Select a solution which align with the government standards.
6. Keep the systems up to date .

##

## 5.3 Scope of Services and tasks to be Carried Out by the Service Provider:

* 1. Study the main functions and services provided by the STC to understand its scope of work and identify the key stakeholders.
	2. Educate and create awareness among the officials of STC on useful features that could be used for information dissemination.
	3. Identify and design / organize features of required information system.
	4. Work collaboratively with IT and Non IT staff of STC for Facilities, Improvements in obtaining and finalizing the features.
	5. Solution shall provide maximum user friendliness.
	6. Developers are free to propose solutions for requirements gathered and with the government standards.
	7. Use the latest technologies to develop ERP/MIS application.
	8. To develop the backend databases to support features, such shall be identified and decided at the requirement gathering phase and integrate with existing Database if required.
	9. Provide training to the staff of the STC over the developed software solution.
	10. Service Provider is required to be available on-site and off-site as when necessary.
	11. The Service Provider is required to sign a Non-Disclosure Agreement (NDA) where applicable.
	12. The Service Provider shall implement all necessary security measures and adhere to the security measures proposed by Sri Lanka Computer Emergency Response Team (SLCERT) for ensuring the security of the database cloud& online software solution.

## 5.4 Main deliverables

* 1. The key output will be the development, testing, installation and Operational Test Acceptance (OTA) of the ERP/MIS for STC.
	2. The requested system solution must have attributes such as interoperability, cross-platform compatibility and consistency.
	3. The successful Bidder is responsible to ensure introducing all measures of security regarding the MIS.
	4. A comprehensive training program should be delivered for nominated number of uses (Officials) of the STC as follows

Number of Concurrent Users -290

Administration Users – 10

Advanced Technical Users - 5

Internal Users – 275

Number of Name Users – 375

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Named Users included as

|  |  |
| --- | --- |
| **Number of Named Users - 375** |  |
|   |   | **No of Staffs** |
| POS (including POS warehouse operations) | Sales Orders  | 70 |
|   | Sales Invoicing  |
|   | Purchase Requisitions  |
|   | Purchase Orders  |
|   | CRM Module  |
|   | Warehouse operations |
|   |   |   |
| Trading Divisions  | Sales Orders  | 70 |
|   | Sales Invoicing  |
|   | Purchase Requisitions  |
|   | Purchase Orders  |
|   | Goods Issue Requisitions  |
|   | CRM Module  |
| Finance  |   | 50 |
| Procurement  |   | 15 |
| Human Resourses  |   | 15 |
| Service & Supply  |   | 15 |
| Audit  |   | 10 |
| Warehouse (main Warehouse) |   | 25 |
| Other Operations (Security /Transport/etc…..) |   | 40 |
| Managers (Full Accsess) |   | 50 |
| Admin Users  |   | 10 |
| Advanced Technical Users |   | 5 |
| **Total**  | **375** |

 |

* 1. A complete user manual in Digital or Printed Form for the ERP/MIS must be given to the STC after finished entire project.
	2. The final payment 5% of the total value released after 1 year from Go Live to the Company only after fulfillment of above requirements.
	3. Other deliverables agreed by the two parties as appropriate.
	4. The Bidder should responsible to given the solutions requested by the STC authority officer in relate the project.

## 5.5 Maintenance

* 1. The Service Provider shall support and manage the solution for a period of 5 year from the date of commission of each information adhering to a Service Level Agreement. Support Level for this assignment is “Medium”.
	2. STCis able to extend their maintenance period by signing a service agreement between them and the service company by ensuring the providence of the payment for maintenance cost for the required period of time.
	3. Updates requested by the STC should be uploaded within period of time mutually agreed upon of receiving the information.
	4. Service Provider shall provide Helpdesk support to user in reviews for (5) year period from the date of signoff.
	5. Service Provider shall upgrade Source Management System version and resolve all such issues that may arise due to upgrading such as feature alignment, security etc. during the maintenance period.
	6. Attend to all types of Corrective maintenances (Bug fixing and installing of security patches). If user discovers any error/failure in the cloud solution , the Service provider should respond and rectify immediately. Meantime to Response (MTR) should not exceed 4 hours and Mean Time to Resolution should not exceed 24 hours from the time of being informed or should discuss with the ministry of the time extension. Notification of errors/failures should be possible through email, telephone, and fax or in letter format.
	7. The Service Provider required to fulfil the following requirements:
1. Ensure the cloud solution is up and running.
2. Documentation and technical support
3. Add new features / updates
4. Include hit counters, last modified dates etc.
5. Uploading new features to the ERP/ MIS application.
6. Minor modifications to the ERP/MIS application.
7. Train and guide the STCrelevant staff on the ERP/MIS solution.

## 5.6 System and Functional Requirements

**(A) Compliance**

|  |  |  |  |
| --- | --- | --- | --- |
| **Se.no** | **Compliance Requirements for Required Systems** | **Mandatory****( Yes/No)** | **Suppliers Response****(Available/ No)** |
| 01 | PERMISSIONS —User Password ManagementAdministrator should set up users precisely with areas of access for Menus, Business Locations and transactions & reports by user level. | Yes |  |
| 02 | APPROVALS - Authority LevelsPurchase Return, Purchase Orders, GRN, Invoice, Credit Control, Write Cheque, Bill Settlements, Sales Return, Cash Invoice, Journal, Material Issue note authority levels required. | Yes |  |
| 03 | CONTROLS — Transactions Value, Quantity controlImportant area of business operation activity can limit by company level.Negative Stock/Credit Limit/Credit Ageing/Reconciled Transaction can't edit or delete/ Transactions that are linked with master files, cannot delete those master files/ Once a payment is entered, the transaction cannot be deleted or Edit. | Yes |  |
| 04 | Exporting ReportsAll reports are directly exportable to MS Excel.Supports Third-party Application Integrations through API  | Yes |  |
| 05 | Tax CompatibilityShould comply with local tax regulations. Any tax regulations will be taken care off. | Yes |  |
| 06 | Data BackupsSystems should facilitate Cloud server Backups where no user end to management required | Yes |  |

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Signature of the Bidder

Name of the Authorized Person

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**(B) Summery of Required Modules**

**Availability** – **A**- Already Available in the system / **C** – Need to Customize / **P**- Propose a New Development

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| --- | --- | --- | --- | --- |
| **Se.No** | **Module** | **Mandatory****(Yes/No)** | **Feature****Availability****(A /C / P)** | **Supplier Response****(Proposed / No)** |
| 01 | **MIS Module** linking all modules & Information Dash Boards | Yes |  |  |
| 02 | **(GL) General Ledger** with Banking  | Yes |  |  |
| 03 | **(AP) Creditors and Procurements Management Module(PM)**Including Calling Quotations from registered suppliers and making decisions for procurement and place purchase orders to suppliers  | Yes |  |  |
| 04 | **Inventory Module** **All features of Modern Inventory Management System**Multi Location Stocks, Multi unit of measures, Batch Number with Expiry Date, Serial Number with Warranty period, item Movement tracking, Reorder level management with Multi Warehouse, Items Extractions and assembles**Warehouse Management Module****All features of Modern Warehouse Management Module**Covering all 4 Warehouse Units at ATC | YesYes |  |  |
| 05 | **Imports Module** with Imports Costing, Planning , scheduling, Costing with Multi currency capability | Yes |  |  |
| 06 | **Sales Module** with Sales Order management and Customer Quotations, Customer Credit Limits & Credit Approvals for Invoices, Covering 10Nos Products Marketing Divisions**\*\*Sales Force Management & Sales Commissions linked to CRM Module**Itinerary and progress management (Integration of Location services of a Mobile communication service provider to track visits) and Sales commissions. | Yes**Yes** |  |  |
| 07 | **(POS) Point of Sales Modules** (with Loyalty customer Features) Main 7 Outlets with a additional backup license for each outlet.  | Yes |  |  |
| 08 | **(POS) Multicurrency Point of Sales Module** with external data imports for 1Nos Duty Free Operation (with Loyalty customer Features) | Yes |  |  |
| 09 | **(AR) Debtors Module and Customer Relationship Module(CRM)** with Loyalty Module**\*\*Sales Force Management & Sales Commissions linked to CRM Module**Itinerary and progress management (Integration of Location services of a Mobile communication service provider to track visits) and Sales commissions.Covering 10Nos Products Marketing Divisions and 7 Nos Showrooms sales force. | Yes**Yes** |  |  |
| 10 | **Delivery Management Module** – Covering All functions of Delivery of invoiced goods to end customer with barcode Read by PDA Devise at Customer PremisesUsing Owned Vehicle Fleet of 15 VehiclesFacility for Outsourced Delivery Team  | YesYes |  |  |
| 11 | **Services Module & Project Management Module** with Job costing and Acquiring Services covering internal Services unit functions & Special projects Division  | YesYes |  |  |
| 12 | **Repair Centre Management Module**Covering 3 Repair Centers & and 7 sub units(showrooms) for each division  | Yes |  |  |
| 13 | **Fixed Asset Management Module** | Yes |  |  |
| 14 | **HR Management Module**Employee self-service Portal with requests and approvals /Talent management /Recruiting, from recruitments to resignation manage all employee tasksPayroll and compensation management / Benefits administration /Time tracking /Employee scheduling /Performance managementLearning and development / Employee engagement /Workforce analyticsLinking all “finger print & human interface systems” | Yes |  |  |
| 15 | Hire Purchase & Easy Payment ModuleFor managing Installment payment schemes, settlements , outstanding management. | Yes |  |  |

For Feature Availability Column, only responses A /C or P will be accepted. all other responses will be considered as null.

For Supplier Response Column only response “Proposed” or “No” will be accepted

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Signature of the Bidder

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**(c)Detailed Modules**

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| **(01) MIS Module / Information Dashboards** |
| Features |  | Dashboards from all Modules Snapshots of Sales , Inventory & Expiries, Creditors, Debtors, Income statements, P & L Status |
| **(02) General Ledger Module** |
| Features |  | Automatic Posting to the General Ledger Client Specified Chart of Accounts Multiple Classes, sites Management.Full Financial Reporting with TB, P & L & BS Cheques and Voucher Printing facilityPetty Cash Entry & PrintingFund Transfer EntryBank Reconcilation, etc.... |
| Forms |  | JournalWrite Cheque Petty Cash DepositCashier Deposits/Cashier Setoff - Journal Fund Transfer, etc........ |
| Reports |  | Trail BalanceProfit & Loss Account Balance SheetsCash Flow Statements. General LedgerCash Movement ReportCheque and Cash deposit Detail Report Cashier Deposit Journal Entry Report (Location Wise-Payment Type Wise / Cashier Wise-Payment Type Wise, Total Deposit Summery)Budgeting & Forecasting , Budget vs Actual, etc...... |
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| **(3) Purchasing & Accounts Payable(AP)** |
| Features | Supplier Registration & All Supplier Related functionsCall Quotations from Registered Suppliers Enter Previously Generated Tender Approvals to the systemPurchasing Approval for a Supplier based on best option from Received quotations (Tender Approval for Product and Quantity)Re-order Approval (Tender Approval for Product and Quantity)Purchase Orders ( Only Based on Tender Approval or Reorder Approval)Convert Purchase Orders to GRN based on Delivery NoteSettle Suppliers PaymentsSupplier Outstanding Set-off facility, etc..... |
| Forms Purchase Requisition Purchase Pre Approval  Call for Tender/Call for Quotations Generate Tender Approval Code (Based on Best Offer) Re-Order Approval Code ( Based on Tender Approval)Purchase Order Based on Tender Approval or Reorder Approval Service Purchase Order Based on Tender Approval or Reorder Approval Supplier Payments, etc....... |
| Reports | Creditors Ageing Summary Creditors Ageing DetailsCreditors Balance Summary Creditors Balance DetailsSuppliers Outstanding with Unpaid Bills Supplier Movement ReportTender Board Purchase Approvals & Reorder Approvals ReportUn-utilized Tender Board Purchase Approvals ReportTender Board & Reorder Purchase Report Based on Approvals & Purchases  Purchases by Item Summary Purchases by Item DetailsPurchase Requisition Summery Purchase Requisition Details Purchase Order Summery  Purchase Order Details Service Purchase Order Summery  Service Purchase Order Details Goods Received Note (GRN) Summery  Goods Received Note (GRN) Details GRN Return Note (GRN Return/Debit Note) Summery  GRN Return Note (GRN Return/Debit Note) Details Bill Summery  Bill Details* Pay bill Summery  Pay bill Details, etc...............
 |

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| **(4) Inventory Management Module & Warehouse Management Module** |
| Features |  | Maintain Inventory List with Details & PicturesTrack Finishing Goods, Raw Materials, Packing Materials, etc. Real-time Updating of InventoryTrack Inventory on Purchase Orders and Sales Orders Online updating of Inventory by Invoice& GRN entrieshandle all Inventory related features Reserve Inventory to Specific Customer Item Stacking Details / Rack InformationRack information/Floor on all Documents Item Re-order level Management, Stock valuation based on actual cost etc.......**All Features of Modern Warehouse management System.**Graphical Presentations of available and utilized resourcesStacking of Goods , Management of Spaces , Racks, Management of Supervisors/Floor Managers/handling Staff Financial management and reportingOrder managementInventory managementStock ReservationsPicking Goods from RacksPacking Goods for DeliveryDeliver Goods Goods Returns management ( Return From Delivery Crew or Returns from Customer)Returns to Supplier  |
| Forms |  | Purchase request / Individual or Reorder Level BasedPurchase Approval from Head of the DivisionPurchase Order (Based on Tender Approval or Reorder Approval)Goods Received Note (GRN) with Store Location & Rack DetailsSupplier Return Approvals (SRN) ,etc.........Supplier Return Note (SRN) Good Receive Note with Storage Rack InformationStock Transfer Stock AdjustmentsIssue Note, etc...........Serial Number & Warranty  Batch wise Expiry Dates Item Receipt  GRN GRN Return Invoice Cash Invoice (POS) Sales Return (Credit Note) Issue Note Dispatch Note Stock Reconciliation |
| Reports | Stock Valuation Summery Stock Valuation DetailsStock Stacking Graphical PresentationStock By Store Summery Stock By Store Details, Stock by SupplierSlow, Fast, Non-Movements Report Stock Ageing SummeryStock Ageing Details Report Recorder Level ReportStock Movement Report, Stock Take Worksheet ,etc.....Serial Number Report Serial Number tracking report — Ability to filter availability serial numbersShort Warranty Reports Short Expiry items ReportsPurchase by Item details report Stock Reorder Reports / Slow moving Stocks / Expire Items Aging Report /Profitability Report Stock Aging reports, etc....All other reports of modern warehouse Management System |
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| **(5) Import Costing( Imports)** |
| Features |  | Ability to track shipment number vs. expenses Calculate peritemcostaspertheshipment wise Importcosting( Enter Estimated Costing)Importcosting- Adjustment Journal( Finalize and Closing of import Costing)Ability to Use items before Finalizing Import costingAbilitytomaintainSeparateshipmentnumbersforeveryshipment Ability to create Purchase order for supplier based on Tender Approvals, etc..... |
| Forms |  | Shipmentmasterfile Purchase orderBill Form ItemReceiptImportcostingform( Enter Estimated Costing)Importcostingform ( Finalize and Closing of import Costing), etc.... |
| Reports |  | Shipment wise Expenses Import summary and Detail report. etc..... |

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| **(06) Sales**  |
| Features | Prepare Quotations to Customers based on Tender Approvals / Reorder ApprovalsRaise Invoices against Accepted Quotations and Track Unbilled Sales OrdersRaise Invoices against Sales Order and Track Unbilled Sales OrdersCredit Controls on InvoicingCredit Notes / Sales ReturnsMaintain Full Details of your CustomersCustomer Center to handle all Customer Related Functions on One Window Handle Multiple Price ListSales Incentive Calculation, etc..... |
| Forms Order Details  Estimates Invoice Cash Sales SVAT Invoice Sales Return (Credit Note) SVAT Return Delivery Order (Dispatch Note)  Customer Receipts |
| Reports | Customer Ageing Customer BalanceCustomer Outstanding with Unpaid invoiceCustomer Movement ReportSales by Items / Item DetailsSales by Supplier Summary & DetailsSales by Department Summery & DetailsSales by Item Category Summery & DetailsSales & GP by Sales Representative-Summery & DetailsSales by Showroom Details & SummeryOpen Estimate Summery & DetailsOrder Details & SummeryEstimate Summery & DetailsInvoice Summery & DetailsCash Sales SummeryCash Sales DetailsSVATSummerySalesReturnSummerySalesReturnDetailsSVATReturnDetails& SummeryDispatchSummery& DetailsCustomercontactDetails reportNet profit report for Trading divisions & Showrooms, etc.... |

**(07) Accounts Receivables Module ( AR)&Customer Relationship Management Module ( CRM)**

Settle Debtors by Raising Receipts Track Post-dated issued and Received Cheque

Analyze Debtors with Ageing

CustomerPaymentsDetails & Summery

|  |  |
| --- | --- |
| Features |  Customer master Table, can Create customer List or Import Client List  Create business types Item List New inquiry types* Create representatives which are coordinating with customers
* Rep types that are object to representatives

 Add branches wish are related to customers Terms Can create payment terms related to customer payments  Create employees Create classes related to customers & inquiries Locations/sites which are maintaining by the company  Departments / divisions Towns/ cities/ Districts/ province/ countries  Vehicle list you are using for transport Chart of accounts related to transactions* Calculation of Commission Debt Collector's commission , etc....
 |
| Forms  Visits and Inquiry Form Call Form  Call Ticket  Event Quotation SMS/Email |
| Reports | Transaction History Visits and Inquiry Reports Visits and Inquiry Detail ReportVisits and Inquiry Summery Report Visits and Inquiry Follow-up Report Call Log ReportVisits and Inquiry By Sales Person Visits and Inquiry By Status ReportVisits and Inquiry By Product Report  Event Details Report Event Summery Report  Event Employee Cost Event By Employee Report, etc.... |

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| **(8) Point Of Sales Module ( POS)** |
| Features |  Fully integrated with back-end Accounting modules like Purchase, Warehouse and Finance Friendly, easy to use interface experience — Sales staff can serve customers quickly Simple and Easy to Use Interface Real-time Point of Sale Transaction Processing  Barcode Scanning Automatic Update of Customer Purchase Records  Maintain Inventory List with Details & Pictures Real-time Updating of Inventory  Void Invoices Price Override Capability  Touch Screen Enable Easy Transaction Editing Immediate Inventory Lookup Display  Discount Options Hold / Unhold Invoice option  Re-Print receipt if required  Goods Exchange facility Change Customer Mid-Transaction Change Price / Discount / Qty / Transaction  Sales Returns Multiple Payment Processing  End of Day Task Customer Management Automatic posting to the General Ledger  Integrated to all the Modules, etc..... |
| Reports |  Cash / Bank Book Report Transaction Detail report Daily Sales Summary & Details Daily Collection Summary & Details  Sales by Day Stock Valuation Summary & Detail Cash/Cheque/Credit Card Transaction Report  Credit Card Transaction by Card Type Sales by Day of Week Sales by Day/Item/Month Customer Balance Summary & Detail Report  Sales by Customer Report Sales by Cashier Report, etc.... |

**(09) Multi Currency Point Of Sales Module ( POS) – USD/SLR**

**(10) Delivery Management Module (To Manage Deliveries to end customers)**

**(11) Services & Project management**

|  |
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| **(12) After Sales Module / Job Monitoring Module** |
| Features Generate Customer Inquiry/ Generate Job NoteGenerate After Sales Service JobsTrack Warranty StatusEnter BOQ (Repair Warranty or New Job)Creation of Jobs & Warranty ApprovalsMonitoring of BOQ against Stock Issues Work In Progress Maintenance Jab ManagementTrack Labor, Overheads and ServicesMonitor BOQ Against Stock Issues Monitor BOQ with Labor & OverheadsEstimates vs Actual Report for Materials, Labor & Overheads Final Customer InvoiceTrack Customer PaymentsProfitability by Job, etc........... |
| Report | Job Status / Repair Status Report Job Wise Issue Report Work-in-progress Report  Stage wise Issue Report BOQ vs Actual with Variance Report  Re-Order Level Report Bin Card ReportStock Aging Report, etc........... |

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| **(13)Fixed Asset Module** |
| Features |  Auto / Manual Asset ID creation Asset Type (Fixed asset, tangible asset & movable asset)  Ownership Type (Own, Lease & Hire) Create Fixed Assets List Asset movement management Support Monthly / Annual Depreciation  Insurance Licensing Vehicle Millage Tracking  Machine Hour Tracking  Disposal Fixed assets Transfer Facilitate Fixed Asset Revaluation Depreciation Policy (Period Policy, Purchase Policy & Disposal Policy)  Depreciation method (Straight line method, Reducing balance method)  Depreciation breakdown for each asset Depreciation Summary and Detailed Depreciation Report  Revaluation Method Fixed Assets Register  Current book values Asset Summary Report Automatic generation of journal entries ,etc............... |
| Forms  Cost Allocation Form  Item Depreciation Group depreciation Insurance License  Services Maintenance  Disposal Revaluation  Assemble Splits Expenses Fixed Asset Transfer  Vehicle Millage Hour Tracking |
| Reports |  Fixed Asset Listing  Fixed Assets Ledger Fixed Assets Details report  Insurance report Pending Insurance report  License report Pending License report  Service report Pending Service report  Maintenance report General Expenses report  Vehicle Millage report Machine Hours report  Fixed Asset ID report, etc.......... |

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| **(14) HRMModule** |
| PayrollModule |
| Features | EmployeeInformationEmployeesegregationbydepartment,jobcategory and division Basic Salary (Monthly)Dailyandmonthlysalarycalculationfi•Setup master fileSetupfixedallowancesandfixeddeductionsSetupvariableallowancesandvariabledeductionsStaffLoanMaintenanceandRepaymentsAddEmployeeBankdetailsApplysalaryadvanceAddovertimeApplysavingorotherbankdeductionformBackingupandrestoring facilitiesCategorizedby-Department,Class,Designation,EmployeeType,JobTypeAuto calculationofOver Time, EPF, ETF, PAYEorcustomdefinedLoanManagement Module.Gratuity CalculationEmployeewiseBonusLumpSumPaymentsCforms,R4Forms,sixmonthreturns,T9 PAYEAnnualand T10Maintainoffixedallowancesandvariableallowances.StandingorderdeductionsandvariabledeductionsPreparation ofbanktransferfile(SLIPS)forautobanktransferprocessLoanManagement Module.ElectronicTransferforEPFandETFMulti User with User LevelsActiveEmployeesListTerminateandIn-ActiveEmployeesList |
| Reports | Payroll Summary(Standard,byDepartment,byClass,byJobType) Coinage(Summary, Detail)PaySheetSalary Advances, Overtime,Nopay, LateDeduction,SalaryDetail by EmployeeActive,Inactive, Terminated employees, Birthday List,GratuityAllowance,FixedAllowance,Deduction, Fixed Deduction, SalaryIncrementSignatureSheet,Bank TransferLoan summary,LoanBalance, Loan Detail byEmployee,Loan Settled CForm,R4Form,FormC3Return, FormIIReturn, PAYETax,T-9A,T-10,StampDutyEmployeesSalaryHistoryReportGratuity ReportEmployeesMovementReportEPF,ETF,MSPSandPAYE |

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| **AttendanceModule** |
| **Features** | EmployeeInformationintegrationwithhardwareEmployeeTime In Outbydepartment,jobcategoryand divisionNo Pay/attendanceallowance/incentivecalculation(Monthly & daily)Staff AttendanceRecordLate attendance/earlydeparted/shortleaveandspecialleave set upand controlAuto calculationof Over TimeShiftchangingandadditionalspecificcustomizationforadditionalcost MaintenanceofdifferentshiftsComplicatedworkingrules(Daily,monthlyandannual) Calculation ofcustomizedovertimehoursMultipledepartments, Locationsandjob categoriesUserdefinableleavetypes(Annual,Casual, medical, short leaveetc.) Overtime,LateAttendanceandEarlyDeparturesIntegratedtopayrollmodule |
| **Reports** | Leavedetailandsummary reports Late Attendance reportAttendance detailreportOT detail reportOff day report* Daily attendanceandAbsentreport.
 |
| **PeopleManagement** |
| **Features** | Employee Transfer Employee Performance Contract EmployeeEducational Assignment QualificationsResignation/Promotion DetailsComplainsWarningLettersAchievementsEmployeeTermination |

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**(15) Hire Purchase & Easy Payment Module**

Easy Payment Features for Managing Interest Free Installments

Hire Purchase Features for managing all interest based installment payments including external purchases management and settlements

Profitability reports

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Signature of the Bidder

Name of the Authorized Person

Designation

Official Seal

# Section 6 - Conditions of Contract (CC)

|  |  |  |  |
| --- | --- | --- | --- |
|  | Definitions  |  | The following words and expressions shall have the meanings hereby assigned to them: |
|  |  |  | 1. "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
2. "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
3. "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
4. "Day" means calendar day.
5. "Completion" means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
6. "CC" means the Conditions of Contract.
7. "Goods" means all of the components as per the requirements of the bank as stipulated in the relevant section/s that the Supplier is required to supply to the Purchaser under the Contract.
8. "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
9. "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
10. "Subcontractor" means any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
11. "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
12. "The Project Site," where applicable, means the place named in the Contract Data.
 |
|  | Contract Documents |  | Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. Correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. |
|  | Fraud and Corruption |  | The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:1. "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 procurement process or in contract execution;
2. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
3. "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
 |
|  | Interpretation |  | If the context so requires it, singular means plural and vice versa. |
|  |  |  | Entire AgreementThe Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract. |
|  |  |  | AmendmentNo amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. |
|  |  |  | SeverabilityIf any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. |
|  | Language |  | The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern |
|  |  |  | The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier. |
|  | Joint Venture,Consortium or Association |  | If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser. |
|  | Eligibility |  | All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards. |
|  | Notices |  | Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term "in writing" means communicated in written form with proof of receipt. |
|  |  |  | A notice shall be effective when delivered or on the notice's effective date, whichever is later |
|  | Governing Law |  | The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka. |
|  | Settlement ofDisputes |  | The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. |
|  |  |  | If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No: II of 1995. |
|  |  |  | Notwithstanding any reference to arbitration herein,1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
2. The Purchaser shall pay the Supplier any monies due the Supplier.
 |
|  | Scope of Supply |  | The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements |
|  | Delivery andDocuments |  | Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the **Contract Data**. |
|  | Supplier'sResponsibilities |  | The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11 , and the Delivery and Completion Schedule, as per CC Clause 12. |
|  | Contract Price |  | Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid. |
|  | Terms of Payment |  | The Contract Price shall be paid as specified in the Contract Data and payment schedule as specified in Section IV.. |
|  |  |  | The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Software Solution and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract. |
|  |  |  | Payments shall be made promptly by the Purchaser, but in no case later than twenty-eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it. |
|  | Taxes and Duties |  | The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. |
|  | Performance Security |  | If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract |
|  |  |  | The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract. |
|  |  |  | As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser. |
|  |  |  | The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations |
|  | Copyright |  | The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. |
|  | ConfidentialInformation |  | The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19. |
|  |  |  | The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract. |
|  |  |  | The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof. |
|  |  |  | The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract. |
|  | Subcontracting |  | The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. |
|  |  |  | Subcontracts shall comply with the provisions of CC Clauses 3 and 7. |
|  | Patent Indemnity |  | The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses,which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of theContract by reason of:1. the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
2. the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract. |
|  |  |  | If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser’s, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. |
|  |  |  | If the Supplier fails to notify the Purchaser within twenty- eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. |
|  |  |  | The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing. |
|  |  |  | The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser. |
|  | Limitation ofLiability |  | Except in cases of criminal negligence or willful misconduct,1. the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
2. the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement
 |
|  | Change in Laws and Regulations |  | Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14. |
|  | Force Majeure |  | The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. |
|  |  |  | For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. |
|  |  |  | If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. |
|  | Change Ordersand ContractAmendments |  | The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:1. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
2. the method of shipment or packing;
3. the place of delivery; and
4. The Related Services to be provided by the Supplier.
 |
|  |  |  | If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order. |
|  |  |  | Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
|  |  |  | Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
|  | Extensions ofTime |  | If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. |
|  |  |  | Except in case of Force Majeure, as provided under CC Clause 3 1, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33. I |
|  | Termination |  | Termination for Default1. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
2. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
3. if the Supplier fails to perform any other obligation under the Contract; or
4. if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
5. In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34. I (a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
 |
|  |  |  | Termination for Insolvency.1. The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser
 |
|  |  |  | Termination for Convenience.1. The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
 |
|  | Assignment |  | Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |
|  | Problem Resolution |  | The Bidder / Local Agent should provide 24x7x365 problem resolution support for the newly implemented system through a combination of locally dispatched technicians and remote support capabilities including a hotline service. Acceptable response intervals should be 8 hours from the time the problem is reported for a non-emergency and a 1-hour emergency response interval. The Bidder / Local Agent should provide remote technical support to supplement local resources. The technical support may be provided via telephone and/or on-line communications. |
|  | Publicity |  | Any publicity by the Bidder in which the name of STCis to be used, should be done only with the explicit written permission of STC.  |
|  | Hidden Costs |  | It is Bidder’s responsibility to propose all the technical requirements and the total cost of the solution and any components that are required for this project and not mentioned in this Bid Document. STC will not be responsible for any costs or any component that are required at the time of implementation, which are not specifically mentioned and not included in the final bid amount in Bidder’s Financial/Technical Offer. |
|  | Guarantees |  | Bidder should guarantee that the Software Solution supplied to National Youth Services Council is licensed and legal. All software must be supplied with their original and complete printed documentation |

# Section 7. Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

|  |  |
| --- | --- |
| CC 1.1 | The Purchaser is: Chairman/Sri Lanka State Trading( General) Corporation Ltd. |
| CC 1.1  | The Project Site(s)/Final Destination(s) is/are: Sri Lanka State Trading( General) Corporation Ltd.100, NawamMawatha, Colombo 02. |
| CC 8.1 | For notices the Purchaser's address shall be:Attention:Deputy General Manager ( Admin)Sri Lanka State Trading( General) Corporation Ltd.100, NawamMawatha, Colombo 02.Telephone : 0112422341 / 0112440880Email : dharma@stc.lk |
| CC 12.1 | Details of Shipping and other Documents to be furnished by the Supplier areOriginal invoiceCertificate of Free service and warrantee |
| CC 15.1 | The method and conditions of payment to be made to the supplier under this contract shall be as per the “Payment Schedule” stated in the Section IV of this Bid Document. |
| CC 17.1 | Performance Security of 10% of the contract value shall be required |
| CC 25.1 | The inspections and tests shall be Required |
| CC 25.2 | The Inspections and tests shall be conducted: At the location of the final destination of delivery. |
| CC 26.1 | The liquidated damage shall be 0.5 % per every completed week after 24th week |
| CC 26.1 | The maximum amount of liquidated damages shall be: 5% of the contract value |

## 7.1 Payment Schedule

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Serial No** | **Milestone Crossed** | **Percentage (%)** | **Expected Time (in weeks)** | **Bidder offered Time (in weeks)** |
|  | Agreement for Finalizing of Customizations with STC  | 20% | 2 weeks |  |
|  | Upon Blueprints Confirmation | 10% | 4 weeks |  |
|  | Completion of Customizations including reports and all output documents and start live Run with Hosting and Completion of user Trainings. | 20% | 12 weeks |  |
|  | Satisfactory completion of **Customize, Develop, Install, Commissioning, Training And Maintain Of Online ERP System**, hosting on the stage cloud server and UAT Report.Completion of Technical Level Trainings | 25% | 16 weeks |  |
|  | End of defect period ( after 3 month from go live ) Completion of User Level Trainings | 20% | 24 weeks |  |
|  | End of 1 Year Warranty Period  | 5% | 1 Year |  |

The time is from the date of signing the Agreement with the successful Bidder.

Payment at each milestone will be made on sign off of the relevant milestone completion document/s by the Designated STC technical committee.

* + Advance for Mobilization, Materials and Supplies: 20% percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee (100% of the advance payment) for the same.
	+ Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators:
	+ Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.
* The amortization of the Advance mentioned above shall commence when the progress payments have reached signing of the SRS.
* The Advance bank guarantee shall be released when the SRS signed.
* **Payment shall be made within [28] days of receipt of the invoice and the relevant documents specified in payment Clauses and within [56] days in the case of the final payment.**

**Section 8. Contract Forms**

## Letter of Acceptance

[Letterhead paper of the purchaser]

 To:

Subject: Notification of Award Contract

This is to notify you that you're Bid Dated ... [Insert Date] ... for execution of the...... [Insert name of the contract and identification number. as given in the CD]  for the Accepted Contract Amount of..... [Insert Amount in numbers and words and name of currency] as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our agency.

Authorized Signature:

…………………………………………………………………………

Name and Title of Signatory:

...........................................................................................................

Name of Agency:

………………………………………………………………………………

Attachment: Contract Agreement

## Contract Agreement

THIS CONTRACT AGREEMENT is made

the [ insert: number] day of [ insert: month l, [ insert: year]

BETWEEN

(l) [ insert complete name of Purchaser], a [ insert description of type of legal entity, for example, an agency of the Ministry of. . or corporation and having its principal place of business] at [ insert address of Purchaser] (hereinafter called "the Purchaser"), and

(2) [ insert name of Supplier l, a corporation incorporated under the laws of [ insert country of Supplier] and having its principal place of business at [ insert: address of Supplier I (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief n description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency (ies) ] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
3. This Contract Agreement
4. Contract Data
5. Conditions of Contract
6. Technical Requirements (including Schedule of Requirements and Technical Specifications)
7. The Supplier's Bid and original Price Schedules
8. The Purchaser's Notification of Award
9. [Add here any other document(s)]
10. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
11. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
12. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature] in the capacity of [insert title or other appropriate designation] in the presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier] in the capacity of [insert title or other appropriate designation] in the presence of [ insert identification of official witness]

## Performance Security

[Note: the purchaser is required to fill the information marked as “\*” and delete this note prior to selling of the bidding document]

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

--------------------- [Issuing Agency’s Name, and Address of Issuing Branch or Office] ---------------------- \* Beneficiary:--------------------------- [Name and Address of Employer] --------------------

Date: ------------------------------

PERFORMANCE GUARANTEE No.: -------------------------

We have been informed that ----------------- [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. --------------- [reference number of the contract] dated ------------- with you, for the -------------- Supply of ------------------- [name of contract and brief description] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we ---------------- [name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ------------ [amount in figures] (--------------) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. day of ……, 20.. [insert date, 28 days beyond the scheduled completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signature(s)]

## Guarantee for Advance Payment

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

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

ICB No. and title: [insert number and title of bidding process]

[issuing agency’s letterhead]

Beneficiary: [insert legal name and address of Purchaser]

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

We, [insert legal name and address of issuing agency], have been informed that [insert complete name and address of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [insert number] dated [insert date of Agreement] with you, for the supply of [insert types of Goods to be delivered] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account [insert number and domicile of the account]

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [insert date ].

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signature(s) of authorized representative(s) of the issuing Bank