



SRI LANKA SUSTAINABLE ENERGY AUTHORITY

**INVITATION FOR BIDS FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF
ERP OPERATIONAL AND ACCOUNTING SOFTWARE**

PROCUREMENT NO: SEA/PD/F/31-2023

**BIDDING DOCUMENT
(NATIONAL COMPETITIVE BIDDING)**



Sri Lanka Sustainable Energy Authority

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Invitation for Bids (IFB)

Sri Lanka Sustainable Energy Authority (SLSEA)

Supply, Installation and Maintenance of ERP Operational and Accounting Software.

Procurement No.: SEA/PD/F/31-2023

1. The Chairman, of the Department Procurement Committee (DPC) on behalf of the Sri Lanka Sustainable Energy Authority (SLSEA), now invites sealed bids from eligible and qualified bidders for the Supply, Installation and Maintenance of ERP Operational and Accounting Software.
2. Bidders who have been engaged in providing ERP Operational and Accounting Software Packages for more than five years and have previous experience in providing services of accounting software solutions in at least Five reputed organizations in the last five years are eligible to bid. The bidder should have successfully completed at least two project of a similar nature in the last 3 years meeting the requirements mentioned in the terms of reference. The expected time for providing software solutions for live operations is 2 months from the date of the project award. (If there any customized modules, bidder shall mention the time period for the completion) Additional eligibility details are given in the bid documents.
3. Bidding will be conducted through National Competitive Bidding (NCB).
4. Bidders are hereby informed that the provisions of public contracts act no 3 of 1987 are applicable to tenders total cost exceeding Rs 5 million. Accordingly, all partners involved in the aforementioned tender are required to strictly abide by the said act throughout the duration of contract. Furthermore, any bidder who wishes to act as an agent, sub agent, representative or a nominee for or on behalf of tender, required to register himself with the registrar of public contract and shall submit the dully completed registration certificate.
5. Interested eligible bidders may obtain further information from Sri Lanka Sustainable Energy Authority and inspect the Bidding Documents from the link, <http://www.energy.gov.lk/index.php/en/procurement> after the payment.

6. A complete set of Bidding Documents in the English language can be downloaded from the SLSEA website (link in clause 4 above) by interested bidders and a non-refundable tender fee of Rs. 1,000/= has to be made to the cash deposit to the SLSEA or SLSEA's general bank account No.0074944408 in the Bank of Ceylon (code is 7010) Torrington square branch (code is 453) (SWIFT Code is BCEYLKLX) by clearly mentioning the reference as SEA/PD/F/31-2023. The payment receipt shall be submitted along with the bid.
7. Sealed bids marked 'SEA/PD/F/31-2023' on the top left-hand corner of the envelope shall be sent to reach the address below or an encrypted bid document titled 'SUPPLY, INSTALLATION AND MAINTENANCE OF ERP OPERATIONAL AND ACCOUNTING SOFTWARE' shall be sent to the email, procurement.slsea@gmail.com on or before 10.30 hrs on 28th November 2023- (in Sri Lankan time GMT + 5:30 Time Zone). Late bids will be rejected. Bids will be opened soon after the closing time at the Boardroom of SLSEA. All bids must be accompanied by a "Bid-Security," of LKR 120,000 (LKR One Hundred Twenty Thousand) as a bank guarantee as per the prescribed format and details in the bid document or as a cash deposit to SLSEA general bank account mentioned in clause 6 above.

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Section I. Instructions to Bidders (ITB)

ITB shall be read in conjunction with the Section II, 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:
 - (a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “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
- (d) “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 .
- 4.4 Foreign Bidder may submit a bid only if so stated in the BDS.

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

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 Goods 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.

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| 12. Bid Submission Form and Price Schedules | 12.1 The Bidder shall submit the Bid Submission Form using the 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 | <p>14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.</p> <p>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.</p> <p>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..</p> <p>14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:</p> <ul style="list-style-type: none"> (a) on components and raw material used in the manufacture or assembly of goods quoted; or (b) on the previously imported goods of foreign origin <p>(ii) However, VAT shall not be included in the price but shall be indicated separately;</p> |

- (iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;
- (iv) 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.

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| 15. Currencies of Bid | 15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in 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 | <p>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.</p> <p>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.</p> <p>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.</p> |

18. Documents Establishing the Qualifications of the Bidder
- 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
 - (b) 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
 - (c) 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. 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 or a Bid-Securing Declaration, 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 a 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 included

in 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 or the Bid Securing Declaration executed:

- (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 agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
- (c) if the successful Bidder fails to:
 - a. sign the Contract in accordance with ITB Clause 42;
 - b. 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

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 261.
- 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, and Modification 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 or Bid-Securing Declaration. 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

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| 27. Confidentiality | <p>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.</p> <p>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.</p> <p>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.</p> |
| 28. Clarification of Bids | <p>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.</p> |
| 29. Responsiveness of Bids | <p>29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.</p> <p>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:</p> |

- (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 Purchaser may waive any non-conformities or omissions in 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 or Bid Securing Declaration, 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
- 34.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, 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 date 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.

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| 37. Postqualification of the Bidder | <p>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.</p> <p>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.</p> <p>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.</p> |
| 38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids | <p>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.</p> |

Award of Contract

- | | |
|---|---|
| 39. Award Criteria | <p>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.</p> |
| 40. Purchaser's Right to Vary Quantities at Time of Award | <p>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 which ever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.</p> |
| 41. Notification of Award | <p>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.</p> <p>41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>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.</p> |

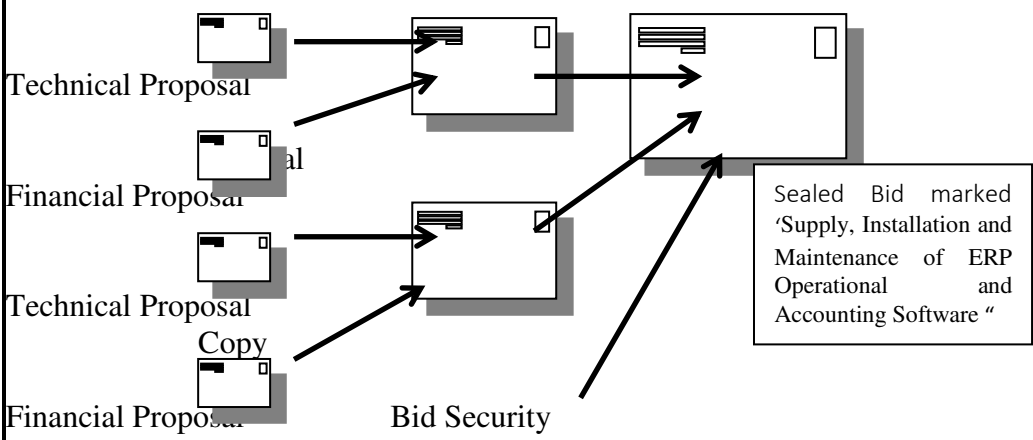
42. Signing of Contract
- 42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.
- 42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.
43. Performance Security
- 43.1 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 above-mentioned 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.

Section II. 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.

ITB Clause Reference	A. General	
ITB 1.1	The Purchaser is: Sri Lanka Sustainable Energy Authority (SLSEA)	
ITB 1.1	Name of contract: Supply, Installation and Maintenance of ERP Operational and Accounting Software (Identification number of contract: SEA/PD/F/31-2023)	
ITB 2.1	The source of funding is: The government of Sri Lanka	
ITB 4.2	Similar witness registered company intending to participate in competitive bidding for the supply, installation and maintenance of ERP operational and accounting software in the country is considered a bidding party for this procurement.	
ITB 4.4	Foreign bidders are not allowed to participate in the bidding Join Venture Companies are not allowed to participate in the bidding	
	B. Contents of Bidding Documents	
ITB 7.1	<p>For Clarification of bid purposes only, the Purchaser's address is:</p> <p>Attention: Procurement Division, Sri Lanka Sustainable Energy Authority, No. 72, Ananda Coomaraswamy Mawatha, Colombo 07 Telephone: +94 011-2575030 Facsimile number: +94 011-2575089 Electronic mail address: procurement.slsea@gmail.com</p> <p>Pre-bid meeting will be held on 15th November 2023 at 10.00 a.m in the board room of SLSEA. Interested bidders shall participate in the pre-bid meeting.</p> <p>Responses for clarifications will be published on the SLSEA website under this Procurement reference</p>	
ITB 8.2	Any Addendum issued will be published on the SLSEA website under this Procurement reference	
	C. Preparation of Bids	
ITB 11.1 (e)	The bidder shall submit the following additional documents with the bidding document. All documents must be duly signed.	
	Document	Yes(Y)/ No(N)

	Bid Submission Form ITB Clause 12		
	Price Schedules, in accordance with ITB Clauses 12, 14, and 15;		
	Bid Security as a cash deposit, in accordance with ITB Clause 20;		
	Certified copy of the business registration certificate		
	Documentary proof of experience in similar work (certified completion reports received from clients or any documentary proof to the satisfaction of Sri Lanka Sustainable Energy Authority)		
	Certified EPF payment records for the last three years.		
	Certified copies of audited “Balance Sheets” for the two most recent years and Income Statements for the three most recent years		
	Manufacturer’s Authorization,		
	Brochures, Supply of software supplied in the English language		
	Operation and maintenance procedure for a five-year period (After the defects liability period of one year)		
	Resumes of key Personnel		
	Purchase Agreement		
ITB 14.3	The bidder shall quote for all the items i) Supply and installation of ERP operational and accounting software ii) Service and maintenance for the five-year period iii) Initial training of officers and introduction of new updates all the above five years		
ITB 15.1	The bidder shall quote the local expenditure in Sri Lankan Rupees		
ITB 17.3	Period of time the Goods are expected to be functioning ten years		
ITB 18.1 (b)	After-sales service is incorporated in the schedule of requirements (The operation and maintenance part is also covered in the tender)		
ITB 19.1	The bid shall be valid until 25th February 2024		
ITB 20.1	Bid Security shall be either a bank guarantee obtained from a commercial bank that operates and registered under the Central bank of Sri Lanka (Format for Bid		

	Guarantee is attached in Section IV Bidding Forms) or keep a cash deposit to SLSEA bank Account No 0074944408 in the Bank of Ceylon (code 7010), Torrington square branch (code 453) (Swift Code is BCEYLKLX) by clearly mentioning the reference as SEA/PD/F/31-2023.
ITB 20.2	The amount of the Bid Security shall be LKR 120,000.00 The validity period of the bid security shall be until 26 th March 2024
	D. Submission and Opening of Bids
ITB 22.2 (c)	<p>Financial and Technical proposals will have to be submitted in <u>two different sealed envelopes</u>, clearly marked ‘Financial Proposal’ and Technical Proposal’ on the top left-hand corner of each envelope. Both envelopes will have to be enclosed in <u>another sealed envelope</u> and sealed and marked as explained hereafter. Bids will be received in duplicate, signed by authorised signatories and should be enclosed in <u>two separate sealed envelopes</u> clearly marked ‘ORIGINAL’ and ‘COPY’ on the top left-hand corner, before containing both in one envelope marked ‘SEA/PD/F/31-2023’. The envelope marked ‘Technical Proposal’ <u>should not contain any cost information</u> whatsoever. The second envelope marked ‘Financial Proposal’ must also be sealed with sealing wax and initiated twice across the seal and should contain the Financial Proposal.</p>  <p>Any addition, deletion or correction will have to be initialled by the authorised signatories.</p>
ITB 23.1	For bid submission purposes, the Purchaser’s address is: Attention: Procurement Division, Address: Sri Lanka Sustainable Energy Authority, No. 72, Ananda Coomaraswamy Mawatha, Colombo 07

	<p>The deadline for the submission of bids is:</p> <p>Date: 28th November 2023</p> <p>Time: 10.30 hrs (<u>in Sri Lankan time GMT + 5:30 Time Zone</u>)</p>
ITB 26.1	<p>The bid opening shall take place:</p> <p>Boardroom of SLSEA</p> <p>Date: 28th November 2023 Time: 10.30 hrs</p>
E. Evaluation and Comparison of Bids	
ITB 35.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p>
ITB 35.4	<p>The following factors and methodology will be used for evaluation: Bidders shall be required to meet the following requirements. Bidders shall;</p> <ul style="list-style-type: none"> ○ Bidder should comply with the requirement mentioned in TOR ○ Be in business continuously for more than five years (Proof is the business registration certificate) ○ Be in the business of supply of ERP operational and accounting software solutions in at least 5 institutions during the last five years. (proof is the certified completion reports received from clients or any documentary proof to the satisfaction of Sri Lanka Sustainable Energy Authority) ○ Continues contact with the permanent employees in the organization. (Attach details of two permanent employees) ○ Certified copies of detailed audited statements of financial position for the last two years shall be submitted. ○ Recommendation letters from the clients for service and maintenance of Software Systems. <p>The bids that are in compliance with the above requirements will be considered for evaluation. Then, The two-envelope procedure will be used to select the substantially responsive bid.</p>
ITB 35.5	<p>Bidders shall quote for all items in the schedule.</p> <ul style="list-style-type: none"> ○ 90% of the quoted price for each module will be paid once it is the successfully installed on the cloud environment provided by SLSEA ○ Remaining 10% of the quoted price of each module will be paid at the end of the one-year period from the date of the installation.

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

Contents

1. Evaluation Criteria (ITB 35.3 {d})
2. Evaluation Criteria (ITB 35.4)
3. Multiple Contracts (ITB 35.5)
4. Domestic Preference (ITB 34.1)

1. Evaluation Criteria (ITB 35.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14, one or more of the following factors as specified in ITB Sub-Clause 35.3(d) and in BDS referring to ITB 35.3(d), using the following criteria and methodologies.

- (a) Delivery Schedule
- (b) Deviation in the payment schedule.
- (c) Demonstration of the technical side.
- (d) Training of the software

Bidders shall state their bid price for the payment schedule outlined in the Contract Data. Bids shall be evaluated on the basis of this base price.

- (e) Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS Sub-Clause 35.3(d)]

2. Evaluation Criteria (ITB 35.4 (d))

A two-envelope procedure will be adopted in evaluating the proposals, as follows.

- (i) Technical evaluation, which will be carried out before the opening of any financial proposal. 80% of overall marks is allocated for Technical proposal.

Marking Scheme for Technical Evaluation

	Marks
Tech. approach & Methodology	30
Experience of the Software Projects	20
Organization and Staffing	20
Experience in public sector projects	10
Project Plan	10
Support/ Training and Maintenance	10
Total	100

(ii) Financial evaluation: Based on the price quoted. 20% of overall marks is allocated for Financial proposal.

(iii) A formula, which will assign the full 20% marks on the lowest financial proposal and the full 80% marks on the best technical proposal will be used as given below to establish the combined score for Quality and Cost Based System (QCBS)process.

The proposals will finally be ranked according to their combined technical and financial scores using the formula:

$$\text{Combined Score (Bid \#N)} = \frac{\text{Price (Lowest)} \times 20\%}{\text{Price (Bid \#N)}} + \frac{\text{Score for Technical Proposal (Bid \#N)} \times 80\%}{\text{Best score for Technical Proposal}}$$

Finally, bidders will be ranked using a combined Technical and Financial score

3. Multiple Contracts (ITB 35.5)

Not applicable

4. Domestic Preference (ITB 34.1)

Not applicable

**SECTION IV: BID SUBMISSION FORM AND
PRICE SCHEDULE**

BID SUBMISSION FORM

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

Date:

To: **Procurement Officer,
Sri Lanka Sustainable Energy Authority,
No 72, Ananda Coomaraswamy Mawatha, Colombo 07.**

We, the undersigned, declare that:

Society

- (a) We have examined and have no reservations to the document issued;
- (b) We offer to supply in conformity with the documents issued and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following ***Procurement of ERP Operational and Accounting Software for SLSEA – SEA/PD/F/31-2023.***
- (c) The total price of our quotation including any discounts offered is: *[insert the total quoted price in words and figure];*

<i># Section</i>	<i>Price (LKR)</i>
Total price for Section 1:	
Total price for Section 2:	
<i>Total Bid Price; Excluding VAT (LKR)</i>	
<i>SSCL</i>	
<i>VAT</i>	
<i>Total Bid Price; Including SSCL & VAT (LKR)</i>	
<i>Quoted Bid Price in words:</i>	

- (d) Our quotation shall be valid for the period of time specified in ITB Sub-Clause 8.1, from the date fixed for the quotation submission deadline in accordance with ITB Sub-Clause 11.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We understand that this quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated quotation or any other quotation that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Company Seal: *[company/owner's seal to be stamped]*

Dated:

PRICE SCHEDULE

Vendors shall provide prices for both section 01 and 02 of the price schedule and they will be considered for the evaluation. Bids which does not provide prices for both sections will be treated as a major deviation and such quotations will be rejected.

Section 01 – ERP Operational and Accounting Software

Item No (1)	Description (2)	Quantity/ Units* (3)	Unit price Excluding VAT LKR (4)	Total Price Excluding VAT LKR (3) x (4) = (5)	SSCL LKR (6)	VAT LKR (7)	Total Price SSSCL+VAT LKR (5) +(6)+(7) = (8)
1	System Manager						
2	General Ledger						
3	Fixed Assets Management						
4	Accounts Payable						
5	Accounts Receivable						
6	Inventory Control						
7	Purchase Order						
8	Cashbook						
9	Master Data						
10	Reports						
11	VOTE Ledger (Government Expenditure module)						
12	Payroll Management						
13	Project Management Module						
14	Support & Maintenance for 1 st year						
Total Bid Price							

**Number of Concurrent User Licenses*

Signature of authorized officer of the bidder :

Name of authorized officer of the bidder :

Bidder's/Company's name :.....

Address :

Contact details: Tel

email:

Date:

Section 02 - Maintenance Service and Licensing Renewal for ERP Operational and Accounting software

Item No (1)	Description (2)	Licensing Renewal Excluding VAT LKR (3)	Support & Maintenance Excluding VAT LKR (4)	Total Price Excluding VAT LKR (3) + (4) = (5)	SSCL LKR (6)	VAT LKR (7)	Total Price Including SSCL+VAT LKR (5) +(6)+(7) = (7)
1	Maintenance service and licensing renewal for 2 nd year						
2	Maintenance service and licensing renewal for 3 rd year						
3	Maintenance service and licensing renewal for 4 th year						
4	Maintenance service and licensing renewal for 5 th year						

Signature of authorized officer of the bidder :.....

Name of authorized officer of the bidder :.....

Bidder's/Company's name :.....

Address :

Contact details: Tel

Email:

Date:

SCHEDULE OF PAYMENTS

No	Deliverables	Time Schedule	Payment %
1	Design proposal including the custom reports	Date of Commencement + 2 weeks	90% of the total contract value of each module other than service & Maintenance and upon acceptance of the client
2	Installation, configuration, data migration, customization and commissioning the system and User Manuals all the modules	Date of Commencement + 5 weeks	
3	3.1 UAT Report 3.2 Training Report	Date of Commencement + 8 weeks	
4	UAT Report for API Integration	Integration with the	10% of the total contract value of each module other than service & Maintenance and upon acceptance of the client
5	OAT		
6	Support and Maintenance	Completion of above Deliverable no 3 + 1 year	Service and Maintenance cost will be paid upon acceptance of the client

Manufacturer's Authorization

[If requested under ITV clause 7.3, the Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated.]

Date:

WHEREAS

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

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

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

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

Title: *[insert title]*

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

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

CREDENTIALS AND FINANCIAL STATEMENTS

- Bidder shall be a legally registered company in Sri Lanka and has been in operation for the last three (05) years and should be specified the core business of the firm.
- The Bidder should have completed at least Ten (5) ERP Operational and Finance solution similar capacity to this project prior to the submission of quotation.

Project Name	Client/Contact Details	Description of Services	Contract/ Value	Start & Completion Dates

Format for Bid Security Guarantee

[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: ----- *[insert (by PE) name and address of Employer/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 execution/supply *[select appropriately]* of *[insert name of Contract]* 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") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/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)]

Section V. Schedule of Requirements

Contents

Terms of Reference

DESCRIPTION OF THE ASSIGNMENT

Supply and Installation of ERP Accounting software (Desktop version – Client-server network)

1. Introduction

The Sustainable Energy Authority (SLSEA) is an organization actively engaged in a diverse range of accounting transactions, including asset management and inventory control. To effectively manage our resources and streamline daily operations, we recognize the need for an advanced Enterprise Resource Planning (ERP) software solution. Currently, our accounting system relies on a basic module of the SAGE accounting package, accommodating a maximum of five user accounts. To meet our evolving requirements, we seek a robust software solution that can support a minimum of 15 concurrent user accounts, primarily within the Finance division, Internal Audit, Invoicing departments, Project Management and other functional units directly involved in our daily operations.

2. Objective

The primary objective of this procurement is to acquire and implement an improved ERP Operational and Accounting software system. This system will ensure the seamless execution of operational, financial, and accounting transactions while enhancing our capacity to record and analyze accounting data efficiently. By doing so, we aim to optimize divisional performance and foster collaboration among supporting departments.

3. Expected output

We anticipate the procurement of an advanced and user-friendly ERP Operational and Accounting software system capable of accommodating a minimum of 15 user accounts concurrently.

4. Expected elements

The following are the expected elements and functionalities that the proposed software system should encompass:

Designing of the customer ERP system

- **Requirement identification and analysis:**
 - The selected developer must design the ERP system after conducting in depth discussions and consultations with employees in different divisions of the SLSEA to identify and document the organization's specific requirements, objectives and goals. This shall include but not limited to, the following:
 - **Employee Engagement and Requirement gathering:**
The ERP system should be designed with active employee participation and feedback. The developer should facilitate discussions with SLSEA personnel in various divisions to understand and document their unique operational process, workflow and requirements.
 - **Objective and Goal Alignment:**
The system should be tailored to align with SLSEA's specific objective and goals.
 - **User feedback Mechanism:**
The ERP system should be equipped with data analytics and reporting tools that can help in identifying trends, anomalies, and areas that require attention, based on the data generated by the system.
 - **Adaptability and Flexibility:**
The system should be designed in a way that allows for easy customization and adaptation to evolving SLSEA requirements, objectives and goals. It should provide the capacity to modify and extend its functionality to accommodate changing operational needs.

User Management:

- **User Registration and Authentication:**
 - Each user, including officers from functional departments, Finance, Internal Audit, Project Management and Invoicing, should have a distinct login.
 - User access must be granted and controlled by an administrator.
- **Role-Based Access Control:**
 - Implement role-based access control, including Admin, Manager, Staff, etc.

- Authorization levels must align with transaction approval requirements.
- **Dashboard:**
 - Develop an interactive dashboard displaying key performance indicators (KPIs) and analytics related to sustainable energy projects and initiatives.

Project Management:

- **Project Creation and Tracking:**
 - Enable project creation, tracking, and monitoring.
 - Assign and manage stakeholder profiles for special duties.
 - Facilitate event meeting creation.
 - Process event payments and monitor on-site performance.
- **Resource Allocation and Scheduling:**
 - Allocate and schedule resources efficiently.
- **Budgeting and Cost Management:**
 - Implement budget planning and forecasting features.
 - Track and report expenses.
- **Progress Reporting:**
 - Generate progress reports and provide status updates for projects.

Financial and Resource Management:

- **General Functions:**
 - Ensure full integration or interfacing with General Ledger, Accounts Payable, Accounts Receivable, and Fixed Assets.
 - Include an integrated Cashbook.
 - Support basic budgeting capabilities.
 - Adhere to accrual-based accounting practices.
 - Provide comprehensive auditing facilities.
 - Maintain an audit trail capturing essential data.

- Record all attempted security violations.
- Offer built-in audit reports.
- **General Accounting Functions:**
 - Include components of financial statements: Income Statement, Balance Sheet, Statement of Changes in Equity, Cash Flow Statement.
 - Cover essential accounting processes: General Ledger, Bank Reconciliations, Accounts Payable, Accounts Receivable, Budgeting, Reporting, Inventory Management, Fixed Asset Management.
- **Government Expenditure Module:**
 - Implement a separate module for entering Government Expenditure.
- **Fixed Assets and Inventory Management:**
 - Fixed Assets Management:
 - Asset Tracking.
 - Depreciation Calculation.
 - Maintenance and Repairs.
 - Asset Disposal.
 - Asset Valuation.
 - Asset Barcode/QR Code Scanning.
 - Asset Reports.
 - Asset Auditing.
 - Asset Allocation.
 - Integration with Financials.
 - Inventory Management:
 - Inventory Tracking.
 - Inventory Valuation.
 - Batch and Serial Number Tracking.

- Stock Transfers.
- Inventory Alerts.
- Supplier Management.
- Inventory Reports.
- Should not Integration with Sales and Purchasing.

Payroll Management:

- **Employee Information Management:**
 - Maintain a comprehensive database of employee information.
 - Enable updates and additions to employee records.
- **Salary and Compensation Management:**
 - Calculate and manage base salaries, hourly rates, bonuses, etc.
- **Time and Attendance Tracking:**
 - Integrate with time and attendance systems.
 - Support various work hour types.
- **Tax Calculation and Withholding:**
 - Automatically calculate local taxes.
 - Handle tax deductions, allowances, and exemptions.
- **Benefits Administration:**
 - Manage employee benefits.
 - Calculate employer and employee contributions.
- **Compliance and Reporting:**
 - Ensure compliance with tax laws and labor regulations.
 - Generate and submit tax forms.
- **Human Resources Management:**
 - Employee records management.
 - Training and certification tracking.

- HR analytics and workforce planning.

Energy Data Management:

- Collection and storage of energy consumption data.
- Analysis and reporting on energy efficiency and conservation efforts.

Document Management:

- Centralized document repository for contracts, permits, and project documentation.
- Version control and access permissions.

Communication and Collaboration:

- Internal messaging and notification system.
- Collaboration tools for teams and project groups.
- Integration with email and calendar.

Reporting and Analytics:

- Customizable reporting tools.
- Data visualization and dashboard customization.
- Sustainability Tracking:
 - Monitoring and reporting on sustainable energy goals and targets.
 - Carbon footprint tracking and reporting.
 - Compliance with environmental regulations.
- Integration with External Systems:
 - Integration with external databases, systems, or APIs for data exchange.
 - Compatibility with energy monitoring devices and sensors.

Security and Compliance:

- Data encryption and security protocols.
- Compliance with data protection regulations.
- Regular security audits and updates.

Mobile Accessibility:

- Mobile app or responsive web design for on-the-go access.

Support and Maintenance:

- Helpdesk and support system.
- Regular system maintenance and updates.

Scalability and Customization:

- Ability to scale with organizational growth.
- Customization options to tailor the system to specific needs.

Backup and Disaster Recovery:

- Regular data backups and disaster recovery plans.

Training and Documentation:

- User manuals and training resources.
- User Feedback and Improvement:
- Mechanisms for users to suggest improvements.

Legal and Ethical Considerations:

- It should be confirmed that the bidder's compliance with all relevant local, national, and international laws and regulations pertaining to software development, licensing, and distribution.
- It should be confirmed that the bidder's compliance with all relevant local, national, and international laws and regulations pertaining to software development, licensing, and distribution.
- It should be providing the details on data encryption, access controls, and policies for data retention and deletion.

Auditing and system integrity

- The system must provide comprehensive auditing facilities covering all data entry and user activities.
- The system must record sufficient information to permit users and external auditors to check easily the completeness of the audit trail.

- The audit trail must record as a minimum: username/password, workstation, date/time, all relevant transaction data.
- The system must record all attempted security violations
- Audit Reporting - The system must provide built-in audit reports

5. Operation and Maintenance

- The Developer will be requested to enter into an Agreement with the SEA for the Maintenance of the Accounting software for a five-year period commencing at the end of the defect's liability period. The Agreement will be renewed as appropriate after the five-year period.
- Operation and Maintenance costs after the initial five-year period could be escalated annually by a percentage. (The percentage amount depends on the clause level of the maintenance agreement)

6. Method of Service Providing

- The supplier should be able to provide physical and remote control service if requested by the SEA within a short period of time for new updates on existing issues and system developments.

7. General Requirements

The bidder shall fulfil/facilitate all of the following;

- Understand the overall scope of the initiative.
- The bidder is responsible for the design, development, deployment, support, and maintenance of the solution within the given timeline.
- The bidder shall be responsible for the successful and timely delivery of the project.
- The Project Manager appointed by the bidder is responsible for the delivery of the project (single point of contact) and shall liaise with the Employer and work closely with the employer's project management team with regard to all matters related to the project.
- Project Manager appointed by the bidder's responsibilities include among others;
- Attending all project meetings
- Ensure relevant project team members participate in project meetings

- Ensure all internal and external communications and escalations are done to avoid delivery delays.
- Delivery of the project successfully.
- Ensure the help desk and related support functions are in place.

- The bidder shall submit a detailed project proposal at the commencement of the project and shall obtain acceptance from the employer.
- The bidder shall ensure a smooth handover of the related project components and artifacts at the end of the contractual time period.
- The items listed as requirements and deliverables must be used only as guidance of the deliverables and not as a limiting factor to providing additional information required that may not be listed here.
- Adherence to common industry standards
- The software, hardware, network & communication technologies proposed by the bidder MUST be based on non-propriety and common industry standards whenever such standards are available and applicable.

Implementation Approach

- The Bidder should study the existing SLSEA workflow and should carry out requirement study with the SLSEA staff to identify features and functionalities be implemented in Solution. Bidder should study and design improved user journeys.
- The entire solution shall be web-based and web-enabled.
- The proposed solution should be browser independent and able to access with less configuration in the client workstation.
- The ERP system shall be audited by Sri Lanka Computer Emergency Readiness Team (SLCERT) to identify system security vulnerabilities. The Bidder shall fix all security related recommendations as per the report submitted by SLCERT; prior to solution launch and during the support and maintenance period.
- The proposed solution should have a proper data backup plan and equip with a high availability and fault tolerance plan as per the project requirements.
- The Bidder should conduct meetings/ workshops when necessary to identify and verify the requirements with all the relevant Staff. Bidder should propose any business process improvement if required as well. SLSEA will assist in coordinating these meetings.

- The Bidder should propose the most appropriate technical solution to secure and expose data.
- The Bidder should provide support and maintenance services, from the date of operational and for a period of 5 years.
- The Bidder should attend to any issues reported and carry out configuration changes (if required), apply relevant security patches, update and tuning of performance, etc. to make sure the security of the solution during the support and maintenance period.
- The Bidder should accommodate change requests (CR) after obtaining the approval from the Change Control Board and as per the CR rate agreed in the Contract.

8. Method of Moving existing software to new software

The conversion from the old system to the new system will take about three months and during this period both systems will be running simultaneously.

(After having the training from software developers, software users are given three months to operate both systems)

9. Acceptance

The acceptance of the work will be done by the Director-General of the Sri Lanka Sustainable Energy Authority, upon testing and certification of full functionality by the staff of the SEA.

10. Deliverable Schedule

No	Deliverables	Time Schedule
1	System Proposal including the custom reports	Date of Commencement + 2 weeks
2	Installation, configuration, data migration, customization and commissioning the system and User Manuals all the modules	Date of Commencement + 5 weeks
3	3.1 UAT Report 3.2 Training Report	Date of Commencement + 8 weeks
4	UAT Report for API Integration	Integration
5	Support and Maintenance (Initially S&M contract will be signed for one year and based on the performance contract will	Completion of above Deliverable no 3 + 1 year

	be continued at the proposed price in the section 02 of the price schedule)	

11. Payment Schedule

- 90% of the quoted price for each module will be paid once it is the successfully installed on the cloud environment provided by SLSEA.
- Remaining 10% of the quoted price of each module will be paid at the end of the one-year period from the date of the installation.

*SCHEDULE OF REQUIREMENTS

Item No	Description	Unit	Remarks
1	System Manager	License	
2	General Ledger	License	
3	Fixed Assets Management	License	
4	Accounts Payable	License	
5	Accounts Receivable	License	
6	Inventory Control	License	
7	Purchase Order	License	
8	Cashbook	License	
9	Master Data	License	
10	Reports	License	
11	VOTE Ledger (Government Expenditure module)	License	
12	Payroll Management	License	
13	Project Management Module	License	

14	Support and Maintenance	Year	1
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***Technical Specifications and Compliance with Specifications**

Bidders are required to state their compliance to specifications/requirements of the ERP Accounting Software against each and every criterion of the specification sheets.

Incomplete specification sheets will strongly lead to disqualify the bidder without getting any clarifications.

Section 1

Module No	Module Name	Compliance to the specification (Complied / Not complied)	Brief Description (if space not sufficient please use a separate page & refer page number)
1	System Manager		
	Ability to change user passwords		
	Multiple approval levels		
	Options for approver – approve, reject with comment, amend		
	The requester to make amendments and resubmit for approvals		
	Maintain user activity logs		
	Facilitate to generate notifications to the relevant user via an email		
	Provide multiple levels for data entry		
	File backup & recovery capability to		

Module No	Module Name	Compliance to the specification (Complied / Not complied)	Brief Description (if space not sufficient please use a separate page & refer page number)
	restore damaged files.		
	Ability to create different type of user groups and arrange them different right to operate all modules or system.		
2	General Ledger		
	Maintain chart of accounts list		
	Maintain Divisions, segments and Location.		
	Ability to active/ inactive accounts		
	Define the fiscal years (E.g., Calendar Year - 1st of January to 31st of December)		
	Facilitate to check on the all accounts payables and receivable activities		
	Facility of entering adjustment posting		
	Generate Profit and Loss (SOCL) statement and Balance Sheet (SOFP)		
	Multiple journal series (error correction, and etc.)		
	Reverse journal entries		
	System should facilitate to define and maintain different types of taxes (e.g.: VAT, SSCL, Withholding Tax, ESC etc.).		
3	Cashbook		

Module No	Module Name	Compliance to the specification (Complied / Not complied)	Brief Description (if space not sufficient please use a separate page & refer page number)
	Maintain adequate bank accounts		
	Issuing of system generated receipt numbers.		
	manually generated voucher number		
	Ability to pay by many cheques for a voucher and pay by a cheque for many vouchers		
	Bank reconciliations		
	Identify dishonored cheques / cheque returns / bounced cheques		
	Cheque printing		
	Cheque cancellation		
	Maintain adequate bank accounts		
	Facilitate budgets		
4	Fixed Assets Management		
	Maintaining all the details unique to assets		
	Asset code, description, type of asset, asset classification, category, group, Serial Numbers, depreciation rates, depreciation methods, life time of assets, book value, Warranty details, Details of disposal/ impairment etc.		
	Automatic depreciation calculation for the period		
	Extract Fixed Asset Report from Asset Register		

Module No	Module Name	Compliance to the specification (Complied / Not complied)	Brief Description (if space not sufficient please use a separate page & refer page number)
	Asset revaluation		
	Asset transfers		
5	Accounts Payable		
	Maintain supplier master with relevant information		
	Maintain supplier categories		
	Specify a supplier also as a customer		
	Maintain supplier wise price lists		
	Facilitate to create multiple approval levels		
	Maintain creditors' master data including VAT registration.		
	User to create a Purchase Requisition (PR)		
	The system should provide the facility to raise a PO		
	Generate GRN		
	Generate Goods Issue Note		
	Process supplier invoice		
	Settle debit notes against invoice		
6	Accounts Receivable		
	Maintain customer master		
	Specify a vendor also as a customer		
	Ability to update the debtor when payment is received.		
	System to be capable to accommodate with online payment		

Module No	Module Name	Compliance to the specification (Complied / Not complied)	Brief Description (if space not sufficient please use a separate page & refer page number)
	gateway		
	Ability to get Outstanding debtors list at any given time.		
	Ability to send reminders through email.		
	The system should maintain printable versions of the created documents		
	The system should facilitate the printing of the generated invoice		
	Process & settle receipt against the invoice		
	Create Invoices with approval levels		
7	Inventory Control		
	Maintain Item master data		
	Dimension of an item (length, height, width, weight (Gross Weight, Net Weight, Weight Unit), etc.)		
	Maintain multiple unit of measures		
	Inventory valuation methods		
	Maintain item location-related details (Eg: Location, Division, Subdivision, department, warehouse-related data, etc.)		
	Item transfers		
	Different level authorization and validation		
8	Master Data		

Module No	Module Name	Compliance to the specification (Complied / Not complied)	Brief Description (if space not sufficient please use a separate page & refer page number)
	Create master data		
	Search and check the existing master data		
	Edit and Update an existing master data details if necessary		
9	Reports		
	Preparation of Statement of Financial performance, Financial Position, statement of cash flow and other monthly reports		
	Audit Trail report – Daily, Transaction wise		
	Special reports on request		
	Age analysis for debtor and creditor		
	VAT Schedules (VAT No., Invoice No., Supplier name, Total payment & VAT amount		
	WHT Schedules. (TIN No., Invoice No., Supplier name, Total payment & Payment date		
10	VOTE Ledger (Government Expenditure module)		
11	Payroll Management		
12	Project Management Module		
13	Automatic Backups daily, weekly and monthly should be taken		
14	Support and Maintenance		

Module No	Module Name	Compliance to the specification (Complied / Not complied)	Brief Description (if space not sufficient please use a separate page & refer page number)
15	Hardware and software Requirement		
	Specify Hardware and software requirement for implementation of the system		

Section 2

Item No	Minimum Specification		Compliance to the specification (Complied / Not complied)	Brief Description (if space not sufficient please use a separate page & refer page number)
1.0	Integration with Core System	Upload Financial transactions from the SLSEA SAGE System into the Accounting System via API (REST API) and Text File		
		Upload business transactions from the Accounting System into the ETF core System via API (REST API) and Text File		
2.0	Integration with Microsoft Office	Mail-merge facility for Microsoft Office package		

Section VI. Conditions of Contract

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Section VI. Conditions of Contract

1. Definitions
- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “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.
 - (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
 - (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (d) “Day” means calendar day.
 - (e) “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.
 - (f) “CC” means the Conditions of Contract.
 - (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
 - (i) “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.
 - (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

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- (k) “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.
 - (l) “The Project Site,” where applicable, means the place named in the Contract Data.
- 2. Contract Documents
 - 2.1 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.
- 3. Fraud and Corruption
 - 3.1 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:
 - (i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “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
 - (iv) “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.
- 4. Interpretation
 - 4.1 If the context so requires it, singular means plural and vice versa.
 - 4.2 Entire Agreement

The 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.

4.3 Amendment

No 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.

4.4 Severability

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

5. Language

5.1 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.

5.2 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.

6. Joint Venture, Consortium or Association

6.1 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.

7. Eligibility

7.1 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.

8. Notices

8.1 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.

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- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
9. Governing Law 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
10. Settlement of Disputes 10.1 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.
- 10.2 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:11 of 1995.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.
11. Scope of Supply 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
12. Delivery and Documents 12.1 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.
13. Supplier's Responsibilities 13.1 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.
14. Contract Price 14.1 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.

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| 15. Terms of Payment | <p>15.1 The Contract Price, shall be paid as specified in the Contract Data.</p> <p>15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered 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.</p> <p>15.3 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.</p> |
| 16. Taxes and Duties | <p>16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p> |
| 17. Performance Security | <p>17.1 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.</p> <p>17.2 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.</p> <p>17.3 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.</p> <p>17.4 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.</p> |
| 18. Copyright | <p>18.1 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</p> |

remain vested in such third party.

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| 19. Confidential Information | 19.1 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. |
| | 19.2 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. |
| | 19.3 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. |
| | 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract. |
| 20. Subcontracting | 20.1 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. |
| | 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7. |
| 21. Specifications and Standards | 21.1 Technical Specifications and Drawings |
| | (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin. |

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

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| 22. Packing and Documents | 22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. |
| 23. Insurance | 23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. |
| 24. Transportation | 24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier. |
| 25. Inspections and Tests | 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data. |
| | 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. |
| | 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelin g and board and lodging expenses. |

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- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.
26. Liquidated Damages
- 26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a

maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

27. Warranty

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.
- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

- 28.1 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 the

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Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) 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.

- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 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.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or willful misconduct,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

30. Change in
Laws and
Regulations

30.1 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.

31. Force Majeure

31.1 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.

31.2 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.

31.3 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

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practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32. Change Orders and Contract Amendments
- 32.1 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:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 32.2 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.
- 32.3 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.
- 32.4 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.
33. Extensions of Time
- 33.1 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.
- 33.2 Except in case of Force Majeure, as provided under CC Clause 31, 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 33.1.

34. Termination

34.1 Termination for Default

- (a) 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:
 - (i) 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;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) 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.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(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.

34.2 Termination for Insolvency.

- (a) 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

34.3 Termination for Convenience.

- (a) 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

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Supplier under the Contract is terminated, and the date upon which such termination becomes effective.


- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

- 35.1 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.

Section VII. 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(h)	The Purchaser is: <i>Sri Lanka Sustainable Energy Authority</i>
CC 1.1 (l)	The Project Site(s): <i>Sri Lanka Sustainable Energy Authority</i>
CC 8.1	<p>For notices, the Purchaser's address shall be:  Attention: Procurement Officer</p> <p>Address: <i>Procurement Division, Sri Lanka Sustainable Energy Authority, No. 72, Ananda Coomaraswamy Mawatha, Colombo 07</i></p> <p>Telephone: <i>+94 011-2575030</i></p> <p>Facsimile number: <i>+94 011-2575089</i></p> <p>Electronic mail address: procurement.slsea@gmail.com</p>
CC 12.1	<p>Details of Documents to be furnished by the Supplier is.</p> <p><i>Procurement Division, Sri Lanka Sustainable Energy Authority, No. 72, Ananda Coomaraswamy Mawatha,, Colombo 07</i></p>
CC 15.1	<p>Sample provision CC 15.1— The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <ol style="list-style-type: none"> I. 90% of the quoted price for each module will be paid once it the successfully installed on the cloud environment provided by SLSEA II. Remaining 10% of the quoted price each module will be paid at the end of the one-year period from the date of the installation.

Section VIII Contract Forms

SAMPLE CONTRACT AGREEMENT

For

**CONTRACT: Procurement of Supply, Installation and Maintenance of ERP
Operational and Accounting Software SEA/PD/F/31-2023**

BETWEEN

Sri Lanka Sustainable Energy Authority

AND

VENDOR

Month, 2023

Form of Contract

THIS CONTRACT (“Contract”) is entered into on this DATE by and between Sri Lanka Sustainable Energy Authority (SLSEA) (“the Employer”) bearing Registration No: and having its principal place of business at Address, Sri Lanka (hereinafter called the “Employer”) and Vendor bearing Registration number XXXX (“the Service Provider”) of Address.

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of Sri Lankan Rupees xxxxxxxxxxxxxxxxxxx only (LKR xxxxxxxxx) excluding VAT for a period of XXXX from the date of commissioning unless terminated earlier;
- (c) the Employer has received the financial allocation from the Government of Democratic Socialist Republic of Sri Lanka (Hereinafter called as “GOSL”) to eligible payments under this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Award;
- (b) the Service Provider’s Quotation
- (c) the Special Conditions of Contract
- (d) the General Conditions of Contract
- (e) the Specifications -
- (f) the Priced Activity Schedule –
- (g) And the following Appendices
 - Appendix A: Description of the Services
 - Appendix B: Schedule of Payments
 - Appendix C: Key Personnel
 - Appendix D: Breakdown of Contract Price in Local Currency
 - Appendix E: Services and Facilities Provided by the Employer

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Employer

Chairman
Sri Lanka Sustainable Energy Authority

For and on behalf of Service Provider

(a) Letter of Awarding

(b) Service Provider's Quotation

(c) Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The contract name is; Procurement of ERP Operational and Accounting Software for SLSEA The contract number; SEA/PD/F/31-2023
1.1(h)	The Employer is; Sri Lanka Sustainable Energy Authority (SLSEA)
1.1(j)	The Service Provider is;
1.3	The language is English. In the event a document in a language other than English need be submitted, an official translation of the same in English need be submitted along with the document, and the content of the translated document shall only be recognized.
1.4	Notices shall be given to the Authorized Representative stated in SCC 1.6
1.5	The Services shall be performed at such location intimated by the Employer in writing.
1.6	The Authorized Representatives at the commencement of this contract are: For the Employer: For the Service Provider: The parties may amend the above on notifications in writing signed by the Chief Executives of the respective institution.
2.1	The date on which this Contract shall come into effect is; the date the Purchase Order is received by the Service Provider (Effective date of the contract).
2.2.2	Contract signing date will be the effective date of the contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.3	Intended Completion dates for commissioning are as below;
2.4	Parties should ensure that due process of approval be obtained prior to such modifications and be in accordance with the GOSL.
3.1	The Service Provider shall be required to sign a Non-Disclosure Agreement (NDA) at the time of signing the contract.
3.2.2 (b)	Neither the Service Provide nor its personnel shall not disclose information in confidential nature with regard to the architecture, design and security of the infrastructure of the employer.
3.8.1	<p>The liquidated damages is applicable for delays beyond the last date specified for commissioning of services for use at the rate of 1 percent (1%) per day.</p> <p>The maximum amount of liquidated damages for the whole contract is Ten percent (10%) of the total Contract Price.</p>
5.1	The assistance and exemptions provided to the Service Provider are: None
6.2	<p>Contract price in Sri Lankan Rupees;</p> <p>Sri Lankan Rupees xxxxxxxxxxxxxxxxxxxxxxxxxxxxx</p>
6.3.2	The performance incentive paid to the Service Provider shall be: Not applicable
6.4	Payments shall be made according to the schedule given in Appendix B – Schedule of Payments.
6.5	Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4
7.1	The principle and modalities of inspection of the Services by the Employer are as follows: Refer Appendix A – Description of Services
7.2	The Employer reserves the rights to encash the performance security for the lack of performance

(d) General Conditions of Contract
1. General Provisions

1.1 Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Contract” means the Contract Agreement signed by the Parties, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
 - (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (d) “Day” means calendar day.
 - (e) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
 - (f) “GCC” means the General Conditions of Contract.
 - (g) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
 - (h) “Employer” means the entity who employs the Service Provider
 - (i) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Services is subcontracted by the Supplier.
 - (j) “Service Provider” means the natural person, private or government entity, or a combination of the above, whose bid to provide the Services has been accepted by the Employer and is named as such in the Contract Agreement.
 - (k) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
 - (l) “SCC” means the Special Conditions of Contract by which the

GCC may be amended or supplemented;

- (m) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (n) “The Project Site,” where applicable, means the place named in the SCC.
- (o) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (p) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SSC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (q) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (r) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

- 1.2 Applicable Law** The law governing the contract shall be the laws of the Democratic Socialist Republic of Sri Lanka.
- 1.3 Language** This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices**
- 1.4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email or facsimile to such Party at the address specified in the SCC.
- 1.4.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.
- 1.6 Authorized** Any action required or permitted to be taken, and any document

- Representatives** required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.
- 1.7 Inspection and Audit by the GOSL** The Service Provider shall permit the GOSL to inspect its accounts and records relating to the performance of the Services under this contract and to have them audited by auditors appointed by the GOSL, if so required by the GOSL.
- 1.8 Taxes and Duties** The Service Provider and its Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other date as may be **stated in the SCC**.
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated, notified amongst the authorized representatives.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which could not be anticipated or is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to clause 2.4 of this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure, provided that such period does not exceed 30 days

2.6 Termination

2.6.1 By the Employer The Employer may terminate this Contract, by not less than fifteen (15) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider becomes insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt practices, collusive practices, coercive practices, obstructive practices or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

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

**2.6.2 By the
Service
Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 8 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a

period of not less than thirty (30) days.

2.6.3 Suspension of funds In the event that the GOSL suspends the funds to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the GOSL's suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service

- Benefit from Commissions and Discounts.** Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and its agents similarly shall not receive any such additional remuneration.
- 3.2.2 Prohibition of Conflicting Activities** Neither the Service Provider nor its Personnel shall engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
 - (b) after the termination of this Contract, such other activities as may be **specified in the SCC**.
- 3.3 Confidentiality** The Service Provider, and its Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
- 3.4 Insurance to be taken Out by the Service Provider** The Service Provider (a) shall take out and maintain, at its own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Service Provider's Actions Requiring Employer's Prior Approval** The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:
- (a) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel"),
 - (b) changing the Program of activities; and
 - (c) any other action that may be **specified in the SCC**.
- 3.6 Reporting Obligations** The Service Provider shall submit to the Employer the reports and documents specified in Description of Services in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents Prepared by the Service Provider to Be** All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later

the Property of the Employer than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider shall not retain copies of such documents, software, licenses, data and any other form of intellectual property.

3.8 Liquidated Damages

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

3.8.2 Correction for Overpayment If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Employer in the format of the performance Bank Guarantee given in the bidding document no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix

C. The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications and skills.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

- 5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance as **specified in the SCC**.
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made.
- 5.3 Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price** The price is payable in Respective currencies as stated in the SCC.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- A) For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- A) **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

- 6.6 Day works**
- 6.6.1 If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
- 6.6.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.6.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.6.2

7. Quality Control

- 7.1 Identifying Defects**
- The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.
- 7.2 Correction of Defects, and Lack of Performance Penalty**
- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount..

8. Settlement of Disputes

- 8.1 Amicable Settlement**
- The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Settlement**
- 8.2.1 A dispute which cannot be resolved amicably shall be settled in

the following manner, if the Service Provider is local:-

Any party may declare a 'Dispute' by notifying the other party of such matter setting forth the specifics of the matter in controversy or the claim being made. Within 10 days of receipt of such notice, a senior representative of each party not involved with the day-to-day operation shall confer and attempt to resolve the Dispute.

In the event the parties are unable to resolve the Dispute within 10 days, either party may submit the Dispute for Commercial Mediation to an expert mediator nominated by the Ceylon Chamber of Commerce in terms of the Commercial Mediation Centre of Sri Lanka, Act No. 44 of 2000. In the event the parties are unable to resolve the Dispute through mediation or if a certificate of non-settlement is entered in terms of Section 3 F of the said Act, either party may refer the dispute to a court of competent jurisdiction.

(e) Specifications

(f) Priced Activity Schedule

(g) - Appendix A-E

- Appendix A: Description of the Services**
- Appendix B: Schedule of Payments**
- Appendix C: Key Personnel (if applicable)**
- Appendix D: Breakdown of Contract Price**
- Appendix E: Services and Facilities Provided by the Employer**

2. 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 dateincluding 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)]