

Original



Health Department Co-operative Thrift & Credit Society Limited (HDTS)

BIDDING DOCUMENT

Supplying, Installing, Customizing, Commissioning, Training and Maintaining of the Cloud Based ERP System

HDTS/ERP Software System/2024

PURCHASER:

Department of Co-operative Development
Health Department Co-operative Thrift & Credit Society Limited (HDTS)

May 2024

INVITATION FOR BIDS



Health Department Co-operative Thrift & Credit Society Limited (HDTS)

HDTS/ERP Software System/2024

Supplying, Installing, Customizing, Commissioning, Training and Maintaining of the Cloud Based ERP System for Health Department Co-operative Thrift & Credit Society Limited (HDTS)

Contract No: HDTS/ERP Software System/2024

1. The Chairman, Department Procurement Committee (DPC) invites sealed bids from eligible and qualified bidders for Supplying, Installing, Customizing, Commissioning, Training and Maintaining of the Cloud Based ERP System
2. Bidding will be conducted through **National Competitive Bidding (NCB) Procedure.**
3. Interested eligible bidders may obtain further information from Secretary, Department of Co-operative Development Health Department Co-operative Thrift & Credit Society Limited (HDTS) (Telephone – +94 11 2678163, +94 11 2662292, +94 11 2676088, +94 11 2685016 / fax: +94 11 2678163)) 37/36, Temple Road, Colombo 10, Sri Lanka. And inspection and collection of Bidding Documents will also be at the same address during office hours (8.30 a.m. to 3.30 p.m.) on Mondays, Wednesdays & Fridays.
4. A complete set of Bidding Documents in English Language may be purchased from the Chairman, Health Department Co-operative Thrift & Credit Society Limited, 37/36. Temple Road, Colombo 10, Sri Lanka. (Phone: +94 11 2678163, +94 11 2662292, +94 11 2676088, +94 11 2685016 / fax: +94 11 2678163) upon payment of Non-Refundable fee of Rs. 2,500/= from **15/05/2024 to 10/06/2024 from 8.30 a.m. to 02.30 p.m.** The method of payment will be Cash.
 - 4.1 Pre-bid meeting would be held on **30/05/2024** at 2.30 p.m. in the conference room, **Health Department Co-operative Thrift & Credit Society Limited, 37/36. Temple Road, Colombo 10, Sri Lanka. +94 11 2678163, +94 11 2662292, +94 11 2676088, +94 11 2685016 / fax: +94 11 2678163)**

5. Bids must be delivered **in duplicate** to the Chairman, Health Department Co-operative Thrift & Credit Society Limited, 37/36, Temple Road, Colombo 10, Sri Lanka on or before **10/06/2024 at 02.30 p.m.** Late bids will be rejected. Bids will be opened soon after closing in the presence of the bidders' representatives who choose to attend.
6. Bids shall be valid for up to 104 (90+14) days from 10.06.2024
7. All bids must be accompanied by a Bid-Security of Sri Lankan Rupees 400,000/- taken from an any reputed Bank registered under the Central Bank of Sri Lanka. It should be valid till 23.09.2024.
8. Incomplete and late bids will be rejected and the Bid Opening Committee reserves the right to accept or reject bids.

Chairman
Health Department Co-operative Thrift & Credit Society Limited, 37/36,
Temple Road,
Colombo 10,
Sri Lanka.
+94 11 2678163
15.05.2024

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

Section I - Instructions to Bidders

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/ services 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/ services to be purchased under these Bidding Documents ; or
 - (b) Submit more than one bidding 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.
 - 4.4 Foreign Bidder may submit a bid only if so stated in the in the Bid.
5. Eligible Goods and Related Services
- 5.1 All goods/ service 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/ services 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

Preparation of Bids

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.

Section I - Instructions to Bidders

- 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
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/ services and Related Services conform to the Bidding Documents;
 - (d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (e) any other document required in the BDS.
12. Bid Submission Form and Price Schedules 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
13. Alternative Bids 13.1 Alternative bids shall not be considered.
14. Bid Prices and Discounts 14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods/ services it proposes to supply under the Contract.
- 14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.
- 14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts

(packages). Unless otherwise indicated in the BDS , prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

- 14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:
- (a) on components and raw material used in the manufacture or assembly of goods/ services quoted; or
 - (b) On the previously imported goods/ services of foreign origin.
- (ii) However, VAT shall not be included in the price but shall be indicated separately;
- (iii) the price for inland transportation, insurance and other related services to deliver the goods/ services 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.

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/ services and Related Services 17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods/ services conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods/ services during the period if specified in the BDS following commencement of the use of the goods/ services by the Purchaser

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/ services 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/ services to supply these Goods/ services;
 - (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 an institution acceptable to Purchaser. The acceptable institutes are published in the NPA
 - (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:
 - (i) sign the Contract in accordance with ITB Clause 42;
 - (ii) Furnish 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 postal mail or by hand.
 - (a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copy shall then be enclosed in one single envelope.

- 22.2 The inner and outer envelopes shall:
- (a) Bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
 - (c) bear the specific identification of this bidding process as indicated in the BDS; and
 - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

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 Bid
- 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

27. Confidentiality

- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

Section I - Instructions to Bidders

27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

29. Responsiveness of Bids

29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30. Non-conformities, 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 15 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 33.1 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 sated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids
- 35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.
36. Comparison of Bids 36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.

37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids
- 37.1 Post qualification of the Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and the Bidder substantially responsive bid is qualified to perform the Contract satisfactorily.
 - 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.
 - 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest valuated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
38. Award Criteria
- 38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

39. Purchaser's Right to Vary Quantities at Time of Award
- 39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
40. Notification of Award
- 40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
 - 41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
41. Signing of Contract
- 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
 - 41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.
42. Performance Security
- 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.

- 42.3 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.
- 42.4 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/ services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. Introduction	
ITB 1.1	The Purchaser is: Chairman, Health Department Co-operative Thrift & Credit Society Limited (HDTS)
ITB 1.1	The name of the contract is: Supplying, Installing, Customizing, Commissioning, training and Maintaining of the Cloud Based ERP System for Health Department Co-operative Thrift & Credit Society Limited (HDTS)
ITB 2.1	The source of funding is Health Department Co-operative Thrift & Credit Society Limited (HDTS)
B. Contents of Bidding Documents	
ITB 7.1	For clarification of bid purposes only, the Purchaser's address is: Attention: Chairman Health Department Co-operative Thrift & Credit Society Limited, 37/36, Temple Road, Colombo 10, Sri Lanka. +94 11 2678163
C. Clarity of Bid Documents	
ITB 18.1	Pre-Bid Meeting which is compulsory will be held on 30th of May 2024 at 02.30 p.m. in the conference room, Health Department Co-operative Thrift & Credit Society Limited, 37/36. Temple Road, Colombo 10, Sri Lanka. +94 11 2678163, +94 11 2662292, +94 11 2676088, +94 11 2685016 / fax: +94 11 2678163) for for providing clarification from the procurement entity's representative/s.
D. Preparation of Bids.	
ITB 11.1(e)	The bidder shall submit the following additional documents , to ensure; 1. Financial Stability of the Firm - Audited Financial Statement for period of recent seven years with audit opinion. 2. Supply and Maintenance Records for the past five (05) years. 3. Ten years' experience of the bidder in this field
ITB 14.3	The bidder shall quote for each module separately. Purchaser should have right to accept the module considering the current requirement.

ITB 15.1	The bidder shall quote the local expenditure in: Sri Lankan Rupees
ITB 18.1(b)	After sales service is required.
ITB 19.1	The bid shall be valid up to 23/09/2024 (3 months and 14 days) from the closing date of the bid submission (10/06/2024).
ITB 20.1	Bid shall include a Bid Security, in accordance with the Bidding Forms provided in Section IV.
ITB 20.2	The amount of the Bid Security shall be Rs. 400,000 . The validity period of the bid security shall be valid up to 23.09.2024 (3 months and 14 days) from the date of closing date of the bid submission.
E. Submission and Opening of Bids	
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks: HDTS/ERP Software System/2024 , at the upper left-hand corner of the envelope.
ITB 23.1	For <u>bid submission purposes</u> only, the Purchaser's address is: Attention: The Chairman, HDTS Health Department Co- Operative Thrift & Credit Society Limited, 37/36, Temple Road, Colombo 10. The deadline for bid submission is Date: 10.06.2024 Time: 2.30 p.m.
ITB 26.1	The bid opening shall take place at: Address: Board Room, Health Department Co-operative Thrift & Credit Society Limited, 37/36, Temple Road, Colombo 10. Date: 10/06/2024, Time: 2.30 P.M.
F. Evaluation and Comparison of Bids	
ITB 34.1	Domestic preference shall not be a bid evaluation factor.
ITB 35.3 (d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule Not applicable

	(b) Deviation in payment schedule. Not applicable (c) The cost of major replacement components, mandatory spare parts, and service : Not applicable
ITB 35.4	The Following factors and methodology will be used for evaluation Ref. section III
ITB 35.5	Bid will be considered for the evaluation as package.

Section III. Evaluation and Qualification Criteria

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

I. Experience of the Bidder (10 Marks)

(a). Experience (10 Marks)

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement.

Documentary evidence: Ten years' experience of the bidder in this field of Supply Installation, Training Customizing, Commissioning and Maintaining, Enterprises Recourse Planning System (ERP System)

Experience Requirement: Bidder should have Ten years' experience in this field

(b). Similar Assignments (20 Marks)

The Bidder shall furnish documentary evidence to demonstrate that the Goods/ services it offers meets the following usage requirement.

Documentary evidence : Past Supply Records with the recommendation of the Clients.

Usage Requirement : Bidder should have experience in implementing ERP systems of at least five similar kind of organizations within last ten years.

(ii) Methodology and Work plan:

(a) Technical approach and methodology (30 Marks)

- The extent to which the system support to the client's requirements
- Availability of User Manual
- Availability of User Training Details

(b) Work plan (15 Marks)

Time taken for completion of the implementation of the system to be specified as follows. New system to be completed and functional within one year of awarding.

Action	Time required (Months)
Preliminary study	
Supplying and Installation	
Development and implementation	
Testing	
Staff training	

(c) Organization and staffing (20 Marks)

- Total Staff Strength of the organization
- Availability of ERP Certified Consultants
- Availability of Consultants with dual qualifications
- Capacity of Support Service Staff
- Duration of Support Service

(iii). Financial Capabilities (5 Marks)

Prospective bidders shall present their proposal through multimedia presentation to the technical evaluation committee

Following criteria is used for the technical evaluation of bidder

Criteria ,sub criteria and point system for the evaluation of the Technical proposal	Point	Minimum Point
1. Experience and similar assignments		
(a) Experience	10	10
(b) Past supply and maintenance records in Similar assignments	20	10
2. Methodology and Work plan:		
(a) Technical approach and methodology	30	20
(b) Work plan	15	10
(c) Organization and staffing	20	15
3. Financial Capabilities	5	5
	100	70

Multimedia Presentation is compulsory for allocating above marks for evaluation.

Prospective bidders shall present their proposal through multimedia presentation to the Technical Evaluation Committee after the bid opening. (Compulsory).

Financial Evaluation of the bidder

The formula for determining the PRICE scores is the following:

$$S_f = 100 \times F_m / F$$

in which,

S_f = the PRICE score,

F_m = the lowest price and

F = the price of the proposal under consideration.

Selection of the bidder

Following weights are given to the Technical Evaluation and Price Evaluations when selecting the bidder.

Technical Evaluation (S_t) = 0.8, and

Financial Evaluation (S_f) = 0.2

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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 shall be accepted.]

Date:

No.: HDTS/ERP Software System/2024

To:

*Chairman,
Health Department Co-operative Thrift & Credit Society Limited,
37/36. Temple Road,
Colombo 10,
Sri Lanka.*

We the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.:.....*[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services **Supply, Installation, Customization, Commissioning, Training and Maintenance of the Cloud based ERP System for Health Department Co-operative Thrift & Credit Society Limited (HDTS)**
- (c) The total price of our Bid without VAT, including any discounts offered is:
..... *[insert the total bid price in words and figures]*;
- (d) The total price of our Bid including VAT, and any discounts offered is:
..... *[insert the total bid price in words and figures]*;
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*
In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

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

Duly authorized to sign the bid for and on behalf of:
..... *[insert complete name of Bidder]*

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

Price Schedule

*[The Bidder shall fill in these Price Schedule in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Name of Bidder _____

1	2	3	4	5	6	7	8	9	10	11
Line Item No.	Description of Goods or related services	Module	Qty. and Unit	Unit Price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (Col.3x4) Unit Price	Inland transportation and other related services to deliver the goods/ services to their final destination if not included under column 4	Total Price Excluding VAT (Col.5+6)	Discounted Total Price (if any) Excluding VAT	VAT	Total Price including VAT (Col.7 or 8+9)
01	Supply, Installation, Customization, Commissioning, Training/ hosting and Maintenance of the Cloud based ERP System for Health Department Co-operative Thrift & Credit Society Limited	Customer information module	1							
		General Ledger & Financial Reporting – (GLFR) Module	1							
		Deposits Management module	1							
		Loan management module	1							
		Human resource module	1							
		Auditing and monitoring module	1							
		Reservation Management module	1							

1	2	3	4	5	6	7	8	9	10	11
		Recovery management module	1							
		Printing Management module	1							
		Document Management system	1							
		Members' Welfare Management module	1							
		Cash Management module	1							
		Assets Management module	1							
		Inventory Management module	1							

1	2	3	4	5	6	7	8	9	10	11
02	Annual Service Agreement Charges									
03	Annual license fee									
04	Annual Renewable Fee									
05	Terms & Condition of maintenance agreement and amount									
06	Training facilities for the staff									
07	Other (Specify all)									
	Total									

Purchaser has the right to consider each module separately as per the prevailing requirement of the entity. Total

in words (without VAT):

VAT Amount:

VAT Registration No.:

Name:

Signed _____

(Common Seal)

Duly authorized to sign the Bid for and on behalf of.....

Date:

Bid 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: Chairman, Health Department Co-operative Thrift & Credit Society Limited Address: 37/36, Temple Road, Colombo 10

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

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

We have been informed that -----*[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated-----*[insert (by issuing agency) date]*(hereinafter called "the Bid") for the supply of----- *[insert name of Supply]* under Invitation for Bids No ----- *[insert IFB number]* (“the IFB”).

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

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

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

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

Bid-Securing Declaration

[The **Bidder** shall fill in this form in accordance with the instructions indicated in brackets]

Date: -----[insert date by bidder]

Name of contract: **Supplying, Installing, Customizing, Commissioning, Training and Maintaining of the Cloud Based ERP System for Health Department Co-operative Thrift & Credit Society Limited (HDTS)**

*Contract Identification No-----[insert number]

*Invitation for Bid No. -----insert number]

To Chairman, Health Department Co-operative Thrift & Credit Society Limited, 37/36. Temple Road, Colombo 10, Sri Lanka.

We, the undersigned, declare that:

1. We understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of *three years* starting on *the latest date set for closing of bids of this bid*, if we:
 - (a) withdraw our Bid during the period of bid validity period specified; or
 - (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
 - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing shall expire if we are 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; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed -----[insert signature(s) of authorized representative] In the Capacity of [insert title]

Name----- [insert printed or typed name]

Duly authorized to sign the bid for and on behalf of [insert authorizing entity] **Dated on [insert day] day of [insert month], [insert year]**

Manufacturer's Authorization

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

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

No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Goods/ services 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]*

Section V. Schedule of Requirements

Contents

1. List of Goods/ services and Delivery Schedule
 - 1.1 Quantities to be Delivered for Part Payments
2. list of Related Services and Completion Schedule
3. Technical Specifications
4. Financial Records
5. Experience and Technical Capacity
6. Past Supply Records
7. Drawings

1. ERP System Completion Schedule

[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]

Line Item No	Description of Goods/ services		Quantity	Unit	Final (Project Site) Destination as specified in BDS	Earliest Delivery Date	Latest Delivery Date	Bidder’s offered Delivery date [to be provided by the bidder]
1.	Supplying, Installing, Customizing, Commissioning, Training and Maintaining of the Cloud Based ERP System for Health Department Co-operative Thrift & Credit Society Limited (HDTS)		Full system		HDTS	02 months	06 Months	

1.1 Quantities to be delivered for Part Payments

Line Item No	Description of Goods/ services	Stage of Completion	Percentage of Payment	Total Payment
	Supplying, Installing, Customizing, Commissioning, training and Maintaining of the Cloud Based ERP System for Health Department Co-operative Thrift & Credit Society Limited (HDTs)	1. After preliminary Study	10%	10%
		2. Supply and Installation	20 %	30%
		3. Development and Implantation	40%	70%
		4. Final Payment	25%	95%
		5. Retention* *Retention payment will be released after 6 months from the date of the completion of the project subject to evaluation of the satisfaction of the stakeholders.	5%	100%

2. List of Related Services and Completion Schedule

[This table shall be filled in by the purchaser. The Required Completion Dates should be realistic and consistent with the required Goods/ services Delivery Dates]

Service	Description of Services	¹ Quantity	Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

¹ If applicable

TECHNICAL SPECIFICATIONS

[The Technical specifications may be provided in the following format. The bidder shall fill the columns 6 and 7. Bidder's failure to provide the information requested in the columns 6 and 7 may be a reason for the rejection of the bid. If any discrepancy is observed between the information provided by the bidder in the columns 6 and 7 and the other technical information attached to the bid, the information provided herein shall take precedence.]

Over View of the organization

Our society was founded comprising of a few members in a small place near the Beira Lake on 30.03.1938. Our society is known by each and everyone in the adaptive name of “The Boat House”. We are one of the institutional and co-op societies under the purview of the Health Department Co-operative Thrift and Credit Society Ltd consisting of physicians to other employees in all grades from all the government hospitals and other health institutions island wide. In present, our society is comprised of more than 60,000 active members and earned the first place among the institutional societies island wide. Our society mainly aims at granting loans at concessional interest rates to the members, uplifting the living standard of the members through several welfare facilities, and accustoming the members to the thrift. We provide a quality and efficient service to our members through a number of loan schemes subject to the concessional interest rates and a number of welfare schemes. Among them, funeral aids, mutual aids, retirement aids, and educational scholarships have been more popular. Also “Diriyadaru Pranama” scholarships and “Sisu Deriya” book loan scheme have earned more popularity with the members.

In addition, under the welfare schemes, we have been running Suwasewana Holiday Resort at No. 222/22, Pussadewa Mawatha, Kataragama for the last 15 years. This Holiday Resort offers peaceful and homely accommodations equipped with air conditioned as well as non-air conditioned. As Suwasewana Holiday Resort offers accommodations at reasonable and affordable prices in Kataragama Township, it is highly desired and recommended by the members and guests.

Saseth Printers is another project initiated by our society. We purchased Nekosil Printer, Grandpass, Colombo owned by National Co-operative Council of Sri Lanka. The purchased printers was renamed ‘Saseth’ on the change of ownership and is operated to provide all kinds of printing works. Our goal is to extend and establish our printers as a competitive firm in the printing market through rendering an efficient and quality service to the customers. Therefore, it is required to facilitate, integration of all functions at division level to each module in the proposed ERP system.

For further details, refer: <https://www.hdts.lk/>

Section V – Schedule of Requirements

(1)	(2)	(3)	(4)		(5)	(6)	(7)	
Line Item No	Description of Goods or related service	Sub Component	Technical Specifications and standards					
			Purchaser's Requirements				Bidder's Offer	
			<u>1. System Requirement</u>				Yes (Y). No (N)	Remarks
1		Customer information module	1.1	New customer mandate to enter membership number, NIC, name, address, date of membership, contact etc				
			1.2	Modification/ enrollments of customer details through approval process.				
			1.3	Check the customer status on inquiries either by NIC or membership number.				
			1.4	Nomination entries to the account and modification of nominations.				
			1.5	Obtain customer reports with selected options as required by HDTS (Excel and PDF formats)				
			1.6	File backup and recovery capability to restore damaged files				
			1.7	From customer registration number and NIC number, avoid duplication of customers				
			1.8	This customer module should be linked to all other modules in search of customer details				
			1.9	Customer photo could be scanned or could be captured from the webcam and signature could be digitally given or scanned				
			1.10	Membership details could be entered by multiple users concurrently without losing details.				

2		General Ledger & Financial Reporting – (GLFR) Module	2.1	The GLFR system expected to be used as main ledger system of HDTS which should contained all chart of accounts including the individual and other supportive accounts. Under the main ledger system there may be other sub accounting records and modules could be maintained.			
			2.1.a	Preparation of financial statement (Profit and loss and other comprehensive income (Financial performance), Financial Position, Statement of Cash Flow, Statement of Changes of Equity and other monthly reports) according to the given formats, at a given time by the user.			
			2.1.b	Accounting codes – number of digits in the accounting code should be sufficient to classify payments in their nature and relevant to cost centers. If many account coding systems available please specify.			
			2.1.c	Handling of large number of accounts in the ledger including sub ledgers.			
			2.1.d	Provide multiple user operations so that many people may access the same files and programs at the same time.			
			2.1.e	Facilities available for Audit Trails			
			2.1.f	Ability to incorporate budgets and sub budgets under each votes and ability to analyze variance and ratios against budget.			
			2.1.g	Maintenance of historical accounting data for at least 5 years			
			2.1.h	Allow easy creation of divisions / centre , Legers codes etc			

Section V – Schedule of Requirements

			2.1.i	Ability to active inactive accounts for specified rate range			
			2.1.j	Automatically identify warn the user of errors online before saving (Posting) Debit/Credit balance			
			2.1.k	Allow data exchange with other systems and automatic posting to the General ledger from other ledgers.			
			2.1.l	Drill down display of transaction to source documents.			
			2.1.m	Perform screen prints on request & export the same to data file.			
			2.1.n	Special reports on request for specific period, ledger accounts.			
			2.1.o	Selected fields of the ledger can be linked to Microsoft Excel or word and Import/Export data into the same program.			
			2.1.p	Maintenance of sub ledger accounts without any restriction for control accounts in main ledger and schedule to support balance in final A/C. In combined A/C and Department expenses Sub Ledger, Loan A/C, Advance A/C, Creditors & debtors& self finance courses			
			2.1.q	Ability to create different type of user groups and arrange them different right to operate all modules or system.			

Section V – Schedule of Requirements

			2.1.r	Reconciliation capabilities for advances, payables & receivables controls accounts with main ledger.			
			2.1.s	Ability to move from screen to screen without signing off one application to another application.			
			2.1.t	Reconciliation capabilities for advances, payables & receivables			
			2.1.u	Restrict Posting to previous financial year and after closing the financial year and can be approved then if required to passed transaction to previous year financial period and obtain adjusted financial Statements.			
			2.1.v	Age analysis for all payments and receivable of the ledger system.			
3		Deposits Management module	3.1	Opening, modifying (of appropriate fields) savings/FD accounts and renewing FD accounts with or without interest			
			3.2	Ability to change the monthly credited amounts and change the type of account			
			3.3	Calculate the minimum balance monthly, quarterly and yearly.			
			3.4	Ability to change the interest rates with determined effective date			
			3.5	Checking the status/progress of the savings/FD accounts on inquires			
			3.6	Close the accounts upon resignations or retirement			
			3.7	Fixed contribution such as scholarship, death donations, pension scheme it should be prioritized and allocated. Summation of the allocated amount should be dynamically displayed to cross check FD and savings allocation against the total deduction.			

Section V – Schedule of Requirements

			3.8	Interest calculations are based on opening balances each month (Effective interest rate) (Interest rate should be adjusted upon approval by the management)			
			3.9	Certain restrictions are imposed on withdrawal of funds. Ex. After two years withdrawal from FD is possible.			
4		Loan Management Module	4.1	Open a new loan account with or without a guarantee. Types of loans; Goods loan, Books loan, Interim constitutional loan, Speedy loan, Spectacles loans			
			4.2	Loan account modification and recalculation of installment as per customer requirement			
			4.3	Change of status of loan accounts.			
			4.4	Possibility to change the interest rates from a determined date.			
			4.5	Ability to get Outstanding debtors list at any given time.			
			4.6	Ability to get an age analysis of the debtors.			
			4.7	Ability to send reminders through email/SMS.			
			4.8	Ability to check the loan accounts for inquiries			
			4.9	Get the required loan reports as required by HDTs			
			4.10	Ability to view all loans obtained by a particular customer against his/her assets			
			4.11	Interest calculation – Effective interest rate			
			4.12	Loan approval process shall be followed. Eligibility of guarantees - Loan eligibility check list should be followed			
			4.13	Loan details should be viewed even after settlement of loans.			
			4.14	Scanned Loan application should be uploaded from the PDF form.			
			4.15	Option to change guarantees due to the demise of guarantees upon approval of the management			

5		Human Resource module	5.1	<u>Salaries and Wages</u> Purpose of these Modules preparation of Salaries and Wages for the HDTS employees approximately 200 active and the system should be included the calculation of salaries, additions and deductions etc., including the statutory deductions.			
			5.1 (a)	System should have facility to prevent duplication of salaries to employees. Identity Card Number for permanent, temporary and casual of employees should be established as unique code to prevent duplication.			
			5.1 (b)	System should maintain the ETF details. Opening balances of the ETF could be uploaded each year and adjustment of ETF loan payment recoveries during the year, to opening balance.			
			5.1 (c)	User accessibility requirements as per the user accessibility of the HDTS If any user level limitations Please specify			
			5.1 (d)	Ability to access the system via LAN and WAN. The preferable operating system is Windows and any other requirement should be indicated clearly.			

			5.1 (e)	<p>System should have the facility to view the data while processing and should have the facility to process the data batch wise. All batches should be entered and approved by the different users of the entity. Monthly processing is required at the end of each month. After final possessing of data changes cannot be made.</p> <p>There should be access control system to the program manageable by the supervisor and rights of users can be changed by the supervisor according to requirement.</p>			
			5.1 (f)	<p>System should have the facility to update personal details of each employee and create the master file with the personal details of the employee. Previous employment data in Microsoft Excel should be updated to the new system.</p>			
			5.1 (g)	<p>System should support approximate 250 active employees, those who are categorize under different class of employees;</p> <ul style="list-style-type: none"> i) Board members ii) Executive officers iii) Operational officers iv) Supplementary service <p>Under each category mentioned above, there are several class of employees.</p> <p>In addition, according to the nature of the appointment above employees are re-categories as bellow as well.</p>			

				<ul style="list-style-type: none"> i) Permanent ii) Temporary iii) Contract iv) Casual and v) Assignment basis of employees 			
			5.1 (h)	Details of the salary payment posted to the General Ledger should be based on the sections to which employees are attached.			
			5.1 (i)	<p>System should verify the employees’ attendance before preparation of salaries for a given period under following two circumstances.</p> <ul style="list-style-type: none"> • Except board of directors staffs through finger print machines/ card puncher etc.. 			
			5.1 (j)	System should have the capability to access and process all the monthly variations : Promotion, Increments, Bank details, Variations of date of retirement/salary stoppage, Arrears calculations relating to increment, promotions, other allowances etc... Information relating to deductions (Provident fund, contributions to various organizations etc...), Receipt information			
			5.1 (k)	System should have ability to calculate provision of gratuity at the given date according to the Given Instruction.			

			5.1 (l)	<p>System should have the capability to generate monthly reports:</p> <ol style="list-style-type: none"> 1. Salary voucher with total expenditure summary, Journal Entry for recoveries, Bank details – SLIP and cheques, expenditure summary section-wise, deduction remittances SLIP and cheques. 2. Pay slips in three languages with the HDTs logo 3. SLIP data in text format. 4. ETF data reports, Monthly ETF reports and data to be uploaded to on line ETF payment system, pension reports with reconciliation with previous month, PAYE Tax reports T10 and data file require to upload on line system of Department of Inland Revenue. 5. Loan recovery reports, unrecovered loan balance reports, age analysis Earnings and deduction reports, loan balances of employee/category for a given date. 6. 7. Individual pay reports, budget variation report department wise, annual budget forecast. 			
			5.1 (m)	Database of the system should have the facility to store and view complete history without any limitations.			
			5.1 (n)	System should have the facility to upload allowances, deductions, arrears, Taxable additional earning etc., as a bulk using excel sheet			

			5.2	<u>Staff Loans and Advances Sub Module (LASM)</u> HDTS employees are entertaining number of Loan facilities such as books loan, goods loan, Interim constitutional loan, and speedy loan. In addition to the salary, festival advances etc.			
			5.2 (a)	Sub system (LASM) should have the capability to access and update loans and advance details (books loan, goods loan, Interim constitutional loan, festival advances and speedy loan)			
			5.2 (b)	LASM system should have the capability to check eligibility criteria's in loan processing as given below. Updating of EPF balances with interest, Sureties details, Date of loan granted, Limits for loan granting, Previous loan details, Loan granted amount, Loan recovery period, Interest rate charge for particular loan granted, Ability to change above criteria's by user according to legislation changes.			
			5.2 (c)	LASM system should have the capability to maintenance of loan registers and reports: Individual loan details, Loan details according to loan category, Age analysis, Date of loan granted,			
				Outstanding balances of each loan at the end of each month, Interest income <ul style="list-style-type: none"> • Details of loan recoveries and interest received should be transferred to the General Ledger as data file • Payment of loans should be transferred to the main Ledger and sub ledger. 			

			5.3	<u>Statutory Contribution (Deduction) Sub Module (SCSM)</u>			
			5.3 (a)	SCSM system should have the capability to calculate monthly APIT and to generate annual tax report, Annual T9 reports, APIT T10 certificates, and information relating to releasing of ETF.			
			5.3 (b)	SCSM System should have the facility to generate Budget forecast reports for the next year with the increment subject to certain parameters.			
			5.3 (c)	Generation of text Files <ul style="list-style-type: none"> ➤ For Payment of Salaries, Bank Deduction and Other Deductions through SLIPS ➤ ETF 			
			5.4	<u>Overtime (OT) – sub module (OTSM)</u>			
			5.4 (a)	Payment of overtime should be made separately from the salary. Overtime payment made based on shift duty basis under the different rosters			
			5.4 (b)	System should be captured attendance data from the finger print machines located in various places in the HDTS.			
			5.4 (c)	System itself should be able to request, recommendation and approve overtime online.			
			5.4 (d)	System should calculate overtime of employees and prepare the detail report of the payment.			

			5.4 (e)	System should provide facility to transfer detail of overtime payments to the ledger accounts.			
			5.4 (f)	OT should be added to the payroll package only with the calculation of APIT tax for disclosing pay slip			
			5.5 (a)	Recruitment process and generation of appointment letters			
			5.5 (b)	Generation of appointment letters for existing employees and data base for the all employees on approval process			
			5.6 (a)	Employee performance evaluation system leading to bonus calculation			
6		Auditing and Monitoring module		This sub module must cover all the main modules mentioned above. The purpose of this module is to monitor all the transactions performed. This module must facilitate,			
			6.1	Monitoring each and every transaction.			
			6.2	Maintaining log of each and every transaction.			
			6.3	Running audit trials covering entire operation.			
7		Reservation Management module	7.1 (a)	Web based booking system with authorized basis. Suwasewana can be booked from Katharagama and Colombo.			
			7.1 (b)	Payment gateway to confirm the reservation.			
			7.1 (c)	Update guest details			
			7.1 (d)	Booking cancellation provision.			

8		Recovery Management module	8.1 (a)	Unidentified deposits resolution methods			
			8.1 (b)	Debtor age analysis			
			8.1 (c)	Impairment provision based on the debtor aging			
			8.1 (d)	Generate debtors list and the amount to recovered			
			8.1 (e)	Inform guarantors for debt recovery through emails and SMS.			
			8.1 (f)	Notification mechanism to appointment of new guarantors due to the demise or retirement.			
9		Printing Management module	9.1 (a)	Logging incoming printing orders			
			9.1 (b)	Generation of quotations/ invoices for printing inquiries			
			9.1 (c)	Introduce payment gateway			
			9.1 (d)	Printing scheduling mechanism			
			9.1 (e)	Maintain a tracking system for delivery and storing			
10		Document Management System	10.1(a)	Storing as excel or PDF format with authorization			
			10.1 (b)	Log files of each transactions be created			
			10.1 (c)	Document access control to relevant parties			
			10.1 (d)	Navigate to physical file storage			
			10.1 (e)	Documents workflow automation			
			10.1 (f)	Integration with ERP modules			
			10.1 (g)	Backups and disaster recovery			

			10.1 (h)	Retrieve data with appropriate authorization			
11		Members’ Welfare Management module	11.1 (a)	Calculation of death donation based on lookup tables			
			11.1 (b)	Analysis of insurance arrangement with insurance company (Insurance company will be selected by the HDTS)			
12		Cash Management module	12.1 (a)	Bank account management			
			12.1 (b)	Cash forecast			
			12.1 (c)	Cash positioning monitoring			
			12.1 (d)	Bank reconciliation			
			12.1 (e)	Cash flow management			
			12.1 (f)	Petty cash management			
			12.1 (g)	Cash invoice management			
			12.1 (h)	Cash advance management			
			12.1 (i)	Audit trail and logging			
13		Asset Management module	13.1 (a)	Maintain details of assets (purchase date, cost etc.)			
			13.1 (b)	Calculation of depreciation			
			13.1 (c)	Estimation of scrap value of assets and useful life.			
			13.1 (d)	Review useful life and scrap values in annual basis			

			13.1 (e)	Maintain proper numbering system and asset allocation to each sub divisions (Floor wise allocation)			
			13.1 (f)	Analysis for impairment of assets – Estimate recoverable amount of assets			
14		Inventory Management module	14.1(a)	Maintain information on inventory purchases and issues (Real time inventory tracking)			
			14.1 (b)	Barcode and RFID technology integration			
			14.1 (c)	Implementation of FIFO and WAC methods for inventory measurement			
			14.1 (d)	Raw material stock maintenance (EOQ, ROL, Maximum stock, Minimum stock etc.)			
			14.1 (e)	Inventory information backups			
			14.1 (f)	Integration of sales and purchase modules			
			14.1 (g)	Inventory lot tracking			
15		Hardware and software Requirements	15.1	Specify Hardware and software requirement for implementation of the system inclusive of the network requirements (bandwidth, security features)			
			15.2	The file server shall be located in the NMZ and protocols of the system shall support updating file server and cloud server			
			15.3	Recommend the best network arrangement for efficient operation of the ERP system proposed			
16		Additional requirements	16.1	System and its methodology should facilitate making of payments, collecting all receivables to relevant parties tracking all transaction on authorized personal In order to handle.			
			16.2	Secure the data avoiding unauthorized access.			

			16.3	Use the modern database management systems, tools and development languages for development.			
			16.4	The system must be developed to execute on modern operating systems and to adapt changing technologies.			
			16.5	Keep a room to extend the system for branches of HDTS			
			16.6	<p>The system must be secured with</p> <ul style="list-style-type: none"> A. Authentication B. Access Control C. Audit trail D. Encryption E. Backup F. Backup on deleted data G. Session management H. Firewall I. High availability <ul style="list-style-type: none"> a. Disaster recovery b. Additional security measures should be available to handle critical situations 			
17		Other Requirements	17.1	Bidder should have minimum of 10 years’ of experience in Supply of Installation training and maintaining, ERP System .			

Section V – Schedule of Requirements

			17.2	Software should be well known for accuracy, reliability and security of data and related reports generated by the system and well tested for errors free running similar size organization. Please submit the Purchase order with Recommendation letters from clients .			
			17.3	Availability of a qualified development team consist of a software architect ,project manager, soft wear, engineer, QA engineer ,and business analyses.			
			17.4	User Manual and original software CD			
			17.5	What are the hardware requirement of the system and any other software required.			
			17.6	Bidder should have at least 10 years Business Registration.			
			17.7	Bidder should have at least 3 clients who have 20000 or more members with confirmation letters from clients.			
			17.8	Bidder should provide audited financial report for period of recent 7 years. Annual average turnover should be more than Rs. 100 Mn.			
			17.9	Aftersales facilities to be provided by the bidder, preventive maintenance methodologies To be mentioned by the bidder			
			17.10	Introduction of upgrading versions, and upgrading methodology for latest versions.			
			17.11	Availability of web based facility and platforms			
			17.12	Possibility to customization in respect of each module			
			17.13	Availability of user training facilities			

			17.14	Project team structure and staff allocation			
			17.15	Availability of help desk facility			
			17.16	Action plan for the implementation with milestones.			
			17.17	Life span of the existing ERP system shall be more than 15 years with upgrades			
			17.18	Both Sinhala and English language support is available in menus, SMS and printing of PB, cheques			
			17.19	Take the responsibility of data migration from Microsoft excel worksheets			
			17.20	Back end server licenses (ERP and database licenses) were included in the price schedule			
			17.21	Duration of training is clearly specified with class size and hours of training			
			17.22	Does you provide technical support in legal issues			
			17.23	State other modules to be purchased in the price schedule to accomplish for full functionality			

Attention: Bidders are advised to fill the attached table in the annexure1 clearly and correctly.

Name of Bidder:

Signature of Bidder (with rubber seal):

Date:.....

List of Clauses

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Section VI. Conditions of Contract

1. Definitions

The following words and expression 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 there from, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the supply of Goods/ services 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/ services” 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/ services, 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/ services to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

Section VI – General Conditions of Contract

- (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

Section VI – General Conditions of Contract
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/ services 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/ services supplied shall be complied to other internationally accepted standards, such as British Standards.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.

8. Notices

8.1 The term “in writing” means communicated in written form with proof of receipt.

Section VI – General Conditions of Contract

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 | <p>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.</p> <p>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 maybe commenced prior to or after delivery of the Goods/ services under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.</p> <p>10.3 Notwithstanding any reference to arbitration herein,</p> <ul style="list-style-type: none">(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/ services 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 Responsibility-ties | 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 |

Section VI – General Conditions of Contract

vary from the prices quoted by the Supplier in its bid.

15. Terms of Payment

- 15.1 The Contract Price, shall be paid as specified in the Contract Data.
- 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
- 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.

16. Taxes and Duties

- 16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods/ services to the Purchaser.

17. Performance Security

- 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.
- 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.
- 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.
- 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.

18. Copyright

- 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 remain vested in such third party.

19. Confidential Information

19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party here to, 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. Sub contracting

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/ services' country of origin.

Section VI – General Conditions of Contract

- (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.

22. Packing and Documents

22.1 The Supplier shall pack the Goods/ services 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/ services 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/ services 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/ services' 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 traveling 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/ services 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 in section 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/ services 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/ services 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/ services 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/ services by the Date(s) of delivery or perform the Related Services within the period

Section VI – General Conditions of Contract

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/ services 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/ services 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/ services, 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/ services 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,

Section VI – General Conditions of Contract

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 Contract by reason of:

- (a) the installation of the Goods/ services by the Supplier or the use of the Goods/ services in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods/ services.

Such indemnity shall not cover any use of the Goods/ services 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/ services 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

Section VI – General Conditions of Contract

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

Section VI – General Conditions of Contract

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

Section VI – General Conditions of Contract

- (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/ services, 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(i)	The Purchaser is: The Chairman, Health Department Co-operative Thrift & Credit Society Limited
CC 1.1 (m)	The Project Site is: As indicated in the List of Goods/ services and Delivery Schedule of the Section VI Schedule of Requirements.
CC 8.1	For notices , the Purchaser's address shall be: Attention: Chairman, Health Department Co-operative Thrift & Credit Society Limited Address: 37/36, Temple Road, Colombo 10 Telephone: +94 11 2678163 Email: sechdts@gmail.com
CC 12.1	Details of Shipping and other Documents to be furnished by the Supplier are : Not Applicable
CC 15.1	CC 15.1 – The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment shall be made in Sri Lanka Rupees based on the stage of completion (Mentioned in section v) upon a certificate from the Purchaser declaring that the Goods/ services have been delivered and that all other contracted Services have been performed.
CC 17.1	The Supplier shall provide a Performance Security of 10% of the Contract Price , when requested. Discharge of Performance Security shall take place: After five years from the date of the issuance of the Certificate of Acceptance.
CC 17.3	The type of acceptable Performance Securities are: A Performance Guarantee, issued by a reputed Bank registered under the Central Bank of Sri Lanka.
CC 25.1	The inspections and tests shall be : Not Applicable
CC 25.2	The inspections and tests shall be conducted a Not Applicable
CC 26.1	The liquidated damage shall be: Rupees seven thousand five hundred (7,500.00) per day
CC 26.1	The maximum amount of liquidated damages shall be 5% of the contract price.

Section VIII. Contract Forms

Table of Forms

1. Contract Agreement
2. Performance Security

1. Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Contract Data
 - (c) Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award

Section VI – General Conditions of Contract

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

Signed:

in the capacity of Chairman, Health Department Co-operative Thrift & Credit

Society Limited in the presence of

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

For and on behalf of the Supplier

Signed:

in the capacity of Manager,

in the presence of

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

3. Performance Security

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

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

-----[Issuing Agency’s Name, and Address of Issuing Branch or Office] -----

* Beneficiary:----- [Name and Address of Employer] -----

Date: -----

PERFORMANCE GUARANTEE No.: -----

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

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

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

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

[signature(s)]